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## GATS Termination Instrument

### IRISH TRUST BRANCH

<b>Trust Branch:</b>	Ireland (IE)
<b>Trust UIN:</b>	`\${trust.uin}`
<b>Name of Trust:</b>	`\${trust.name}`
<b>Effective Time:</b>	

**THIS GATS TERMINATION INSTRUMENT** is dated the date on which the Effective Time occurred (this **Instrument**) **BETWEEN**

- (1) the TRUSTEE in its capacity as the trustee of the GATS Trust and, where expressly stated, in its individual capacity as the TRUST COMPANY; and
- (2) the BENEFICIARY.

#### IT IS AGREED AS FOLLOWS:

##### 1. DEFINITIONS

Unless otherwise defined in this Instrument, capitalised terms used in this Instrument have the meaning given to them in the GATS Trust Instrument (including those incorporated by reference to the Master Terms). In this Instrument, unless the contrary intention appears:

**After Acquired Trust Property** means any assets or property (including any rights accrued under any Related Document, and any income or proceeds of the Trust Estate) acquired or held by the Trustee or the Trust Company after the Effective Time which, but for the termination of the GATS Trust effected by this Instrument, would have formed part of the Trust Estate and been held by it as trustee of the GATS Trust.

**Beneficiary** means the person identified as the 'Beneficiary' in Schedule 2 (*Party Details*).

**Dispute** means any suit, action, proceedings and/or any dispute or difference which may arise out of or in connection with or which may relate in any way to this Instrument or any dispute arising out of any non-contractual obligations of any nature (including those to

which Regulation (EC) No. 864/2007 applies) arising between the parties or any of them.

**Effective Time** means the date and time at which this Instrument is executed and delivered, as described on the cover page to this Instrument.

**GATS Trust** means the trust created pursuant to the GATS Trust Instrument or the Previous Trust Instrument, as applicable, with the name and UIN as identified in Schedule 1 (*Description of GATS Trust*).

**GATS Trust Instrument** means the GATS Trust Instrument relating to the GATS Trust between the Beneficiary and the Trustee, as amended, supplemented, assigned and transferred from time to time prior to the effectiveness of this Instrument as more particularly described in Schedule 4 (*Description of GATS Trust Documents*).

**Surviving Provisions** means:

- (a) any provisions of the GATS Trust Instrument or the Master Terms which are expressed to survive the termination of the GATS Trust or the GATS Trust Instrument; and

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GATS Transaction ID: `\${trust.transactionID}`

- (b) any other sections of the GATS Trust Instrument or the Master Terms, or any capitalised terms used in this Instrument which are defined in the GATS Trust Instrument or the Master Terms, in each case necessary to give effect to the foregoing.

**Third Party Transferee** means the person, if any, identified as the "Third Party Transferee" in Schedule 5 (*Third Party Transferee Details*).

**Transferee** means:

- (a) the Third Party Transferee; or  
(b) if no such person is identified as the "Third Party Transferee" in Schedule 5 (*Third Party Transferee Details*), the Beneficiary.

**Trustee** means the person identified as the "Trustee" in Schedule 2 (*Party Details*).

## 2. TERMINATION

### 2.1 Termination of GATS Trust

With effect from the Effective Time the GATS Trust is terminated.

### 2.2 Termination of GATS Trust Instrument

With effect from the Effective Time and except for the Surviving Provisions:

- (a) each of the Trustee, the Trust Company and the Beneficiary is irrevocably released and discharged from all of its duties, obligations and liabilities under the GATS Trust Instrument; and  
(b) the GATS Trust Instrument is terminated and shall have no further force and effect.

## 3. ASSIGNMENT AND TRANSFER OF TRUST ESTATE

### 3.1 Trust Estate

With effect from the Effective Time (and in consideration of the sum of US\$1.00), the Trustee assigns and transfers to the Transferee, free and clear of the Beneficial Interest, all of its right, title and interest in and to the Trust Estate (including, to the extent forming part of the Trust Estate, the Aircraft Equipment identified in Schedule 3 (*Aircraft Equipment*), if any, and any other Aircraft Equipment). Except as otherwise expressly provided in any other document to which the Trustee is a party, the Trust Estate is assigned and transferred to the Transferee pursuant to this Instrument "AS IS" and "WHERE IS".

### 3.2 After Acquired Trust Property

To the extent that the Trustee or the Trust Company acquires any After Acquired Trust Property, it shall promptly:

- (a) notify the Beneficiary of its acquisition of such After Acquired Trust Property; and  
(b) upon the written request of the Beneficiary or the Transferee, assign and transfer such After

Acquired Trust Property to the Transferee on the same terms as Section 3.1.

## 4. FURTHER ASSURANCE

### 4.1 Generally

Each party to this Instrument covenants and agrees to execute such other and further documents relating to the matters set forth in this Instrument and to take or cause to be taken such other and further actions as may be reasonably necessary or appropriate to carry out the purposes and intent of this Instrument and to consummate the transactions contemplated by this Instrument.

### 4.2 Bill of Sale

- (a) Upon request by the Transferee, the Trustee shall:
- (i) if made prior to the execution of this Instrument, execute a bill of sale effective at the Effective Time concurrently with the execution of this Instrument, pursuant to which the Trustee assigns and transfers to the Transferee, free and clear of the Beneficial Interest, all of the Trustee's right, title and interest in and to any property forming part of the Trust Estate (including, to the extent forming part of the Trust Estate, the Aircraft Equipment identified in Schedule 3 (*Aircraft Equipment*), if any, and any other Aircraft Equipment); or  
(ii) execute a confirmatory bill of sale promptly after such request, pursuant to which the Trustee agrees and confirms that, with effect from the Effective Time, it assigned and transferred to the Transferee all of its right, title and interest in and to any property forming part of the Trust Estate (including, to the extent forming part of the Trust Estate, the Aircraft Equipment identified in Schedule 3 (*Aircraft Equipment*), if any, and any other Aircraft Equipment), free and clear of the Beneficial Interest,

and, in each case, deliver such executed bill of sale to the Transferee.

- (b) Except as otherwise expressly provided in any other document to which the Trustee is a party, any Trust Estate assigned and transferred to the Transferee pursuant to any such bill of sale shall be assigned and transferred "AS IS" and "WHERE IS".

### 4.3 International Registry

- (a) Upon request by the Transferee, each of the Trustee and the Beneficiary shall cooperate to make any and all registrations with the International Registry to carry out the purpose and intent of the assignment and transfer of all of the Aircraft Equipment to the Transferee, and expressly consents to such registration(s) with respect to the Aircraft Equipment.

- (b) Each party to this Instrument agrees that, unless this Section 4.3(b) is expressly disappplied by any

provision in any other instrument or document to which each of the Trustee and the Beneficiary is a party, with respect to all Aircraft Equipment and all engines or parts thereof constituting an 'aircraft object' (as defined in the Cape Town Convention), this Instrument is a 'contract of sale' within the meaning of the Cape Town Convention to the extent that the Cape Town Convention applies to the assignment and transfer of such Aircraft Equipment or engine or part thereof, as applicable, effected by this Instrument.

**5. MISCELLANEOUS**

**5.1 Electronic and Digital Execution and Delivery**

- (a) Each party to this Instrument agrees that:
  - (i) the party shall be entitled to rely on the signature, execution, delivery, effect, authentication and time-stamping of this Instrument effected electronically or digitally; and
  - (ii) the signature, execution, delivery, effect, authentication and time-stamping of this Instrument, effected electronically or digitally, shall constitute a legally binding instrument among the parties to it and conclusive evidence of such instrument,in each case as if it had been, as applicable, signed, executed, delivered, effected, authenticated or time-stamped manually.
- (b) Each party to this Instrument consents to the use by the other party of its electronic or digital signature through the GATS Platform, and the electronic execution of this Instrument through the GATS Platform.

- (c) This Instrument may exist in one or more duplicate electronic originals, duplicate electronic copies or printed duplicate hardcopies. To the extent there is any conflict or inconsistency between the electronic original stored on the GATS Platform on the one hand, and any other duplicate electronic original, duplicate electronic copy or printed duplicate hardcopy on the other, the electronic original stored on the GATS Platform shall prevail.
- (d) Each party to this Instrument consents to any person using any technique made available (or advised as being available) on the GATS Platform to authenticate any electronic original or copy or duplicate hardcopy of this Instrument or validate any digital signature forming part of it.

**5.2 GATS Forms**

This Instrument is in the form of version 1.0 of the GATS Form for this Instrument.

**5.3 Counterparts**

Without prejudice to Sections 5.1(c) and (d) above, this Instrument may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

**5.4 Governing Law**

This Instrument and all relationships created by it and arising out of or in connection with it, together with all Disputes, will in all respects be governed by and construed in accordance with the laws of Ireland.

\* \* \*

**IN WITNESS WHEREOF**, this Instrument been duly executed by the parties hereto on the date on which the Effective Time occurred.

**\${beneficiary.name}**, as Beneficiary

By: \${by}

Its: \${Its}

SIGNATURE PAGE  
(visual representation)

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**\${trustee.name}**, as Trustee and, where expressly stated, in its individual capacity as the Trust Company

By: \${by}  
Its: \${Its}

SIGNATURE PAGE  
(visual representation)

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**SCHEDULE 1**  
**Description of GATS Trust**

<b>Trust Branch</b>	<b>UIN</b>	<b>Name</b>	<b>Date of Establishment (E) or Migration (M)</b>
Ireland (IE)	\${trust.uin}	GATS Trust \${trust.uin}	\${trust.dateEstOrMig} (\${trust.EstOrMig})

SCHEDULE 1

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**SCHEDULE 2**  
**Party Details**

<b>1</b>	<b>Beneficiary</b>	
	Name:	\${beneficiary.name}
	GATS Entity ID:	\${beneficiary.id}
	Jurisdiction of formation, incorporation or organisation:	\${beneficiary.jurisdiction}
	Entity type:	\${beneficiary.entityType}

SCHEDULE 2

2	Trustee	
	Name:	\${trustee.name}
	GATS Entity ID:	\${trustee.id}
	Jurisdiction of formation, incorporation or organisation:	\${trustee.jurisdiction}
	Entity type:	\${trustee.entityType}

SCHEDULE 2



**SCHEDULE 3**  
**Aircraft Equipment**

	<b>Type [*]</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Nationality and Registration Mark [**]</b>	<b>Serial Number (Aircraft Equipment)</b>	<b>Associated Aircraft or Helicopter [***]</b>
1.	\${type}	\${manufacturer}	\${model}	\${nationality} \${registrationMark}	\${serialNumber}	\${associatedEngines}

[\*] NOTE: 'AA' means an aircraft (including any aircraft engines associated with it as indicated in the last column), 'AE' means an aircraft engine not associated with an aircraft and 'LINKED AE' means an aircraft engine associated with an aircraft or helicopter as indicated in the last column; and 'HL' means a helicopter (including any aircraft engines associated with it as indicated in the last column).

[\*\*] NOTE: Not applicable where the aircraft equipment type is an aircraft engine ('AE' or 'LINKED AE'). Where the aircraft equipment type is an aircraft ('AA') or a helicopter ('HL') but is otherwise unregistered on any national aircraft register, this should be noted here as 'UNREGISTERED'.

[\*\*\*] NOTE: only applicable where the aircraft equipment type is an aircraft engine associated with an aircraft or helicopter ('LINKED AE').

NONE.

SCHEDULE 3

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**SCHEDULE 4**  
**Description of GATS Trust Documents**

1.	Name:	\${name}
	GATS Transaction ID:	\${transactionID}
	Trust Branch:	Ireland (IE)
	GATS Form Version:	1.0
	Effective Time:	\${dateOrEffectiveTime}
	Parties:	\${parties}

NONE.

SCHEDULE 4

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**SCHEDULE 5**  
**Third Party Transferee Details**

<b>Third Party Transferee [*]</b>	
Name:	\${name}
Entity type:	\${entityType}
Address:	\${address}

[\*] NOTE: the Transferee need not be an entity with an account on the GATS Platform.

N/A.