

DUPLICATE e-ORIGINAL

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GATS Amendment Instrument
(GATS Trust Instrument)

US TRUST BRANCH
Delaware Statutory Trust

Trust Branch:	United States (DE-S)
Trust UIN:	\${trust.uin}
Name of Trust:	\${trust.name}
Effective Time:	

THIS GATS AMENDMENT INSTRUMENT is dated as of the date on which the Effective Time occurred (this **Instrument**)

BETWEEN

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

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

Unless otherwise defined in this Instrument, capitalized 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:

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

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

GATS Trust means the statutory 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 (*Amendments to Description of GATS Trust Documents*).

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

2. PERMITTED GATS AMENDMENTS

- (a) With effect from the Effective Time:

To authenticate this instrument as a complete and correct duplicate original of the instrument executed and delivered through the GATS Platform, scan the QR code to the right or navigate to <http://e-gats.aero/authenticate> and follow the prompt.

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GATS Form Version: 1.0
GATS Transaction ID: \${trust.transactionID}

- (i) to the extent not identical, schedule 2 (*Party Details*) to the GATS Trust Instrument shall be deleted in its entirety and replaced with Schedule 2 (*Party Details*); and
 - (ii) the GATS Trust Instrument is amended in accordance with Schedule 3 (*Amendments*).
- (b) Except as amended and supplemented by this Instrument, the GATS Trust Instrument shall remain in full force and effect.
- (c) The Beneficiary represents and warrants in favor of:
- (i) the Trustee and, if any, the GATS Secured Party that, as of the Effective Time, the amendments effected by this Instrument are Permitted GATS Amendments; and
 - (ii) the Trustee that, as of the Effective Time and to the extent that the consent of the GATS Secured Party is required pursuant to the terms of the GATS Security Documents, the GATS Secured Party, if any, has consented to the amendments effected by this Instrument in accordance with the terms of the GATS Security Documents.

3. FURTHER ASSURANCE

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. MISCELLANEOUS

4.1 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.

4.2 GATS Forms

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

4.3 Counterparts

Without prejudice to Sections 4.1(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.

4.4 Governing Law

- (a) THIS INSTRUMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THIS INSTRUMENT IS BEING DELIVERED IN THE STATE OF DELAWARE.
- (b) Each party to this Instrument agrees that this Instrument involves at least US\$100,000.00, and that this Instrument has been entered into in express reliance upon 6 Del. C. Section 2708.

4.5 Waiver of Jury Trial

EACH PARTY TO THIS INSTRUMENT WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS INSTRUMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT OF THIS INSTRUMENT. EACH PARTY TO THIS INSTRUMENT AGREES THAT THIS SECTION 4.5 IS A SPECIFIC AND MATERIAL ASPECT OF THIS INSTRUMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD

NOT HAVE ENTERED INTO THIS INSTRUMENT AND
CONSUMMATED THE TRANSACTIONS
CONTEMPLATED BY THIS INSTRUMENT IF THIS

SECTION 4.5 WERE NOT PART OF THIS
INSTRUMENT.

* * *

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

Trust Branch	UIN	Name	Date of Establishment (E) or Migration (M)
United States; Delaware statutory trust (US-DE-S)	\${trust.uin}	GATS Trust \${trust.uin}	\${trust.dateEstOrMig} (\${trust.EstOrMig})

SCHEDULE 1

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SCHEDULE 2
Party Details

1	Beneficiary	
	Name:	\${beneficiary.name}
	GATS Entity ID:	\${beneficiary.id}
	Jurisdiction of formation, incorporation or organization:	\${beneficiary.jurisdiction}
	Entity type:	\${beneficiary.entityType}
	Address:	\${beneficiary.address}
	Email:	\${beneficiary.email}

SCHEDULE 2

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

SCHEDULE 2

**SCHEDULE 3
Amendments**

**Part 1
Amendments to Aircraft Equipment**

N/A

Schedule 3 (*Aircraft Equipment*) to the GATS Trust Instrument shall be deleted in its entirety and replaced with the following:

START AMENDED TEXT

	Type [*]	Manufacturer	Model	Nationality and Registration Mark [**]	Serial Number (Aircraft Equipment)	Associated Aircraft or Helicopter [***]
	\${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

END AMENDED TEXT

SCHEDULE 3

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Part 2
Amendments to Description of Previous Trust Documents

N/A

Part 1 (*Description of Previous Trust Documents*) of schedule 4 (*Description of Trust Documents*) to the GATS Trust Instrument shall be deleted in its entirety and replaced with the following:

START AMENDED TEXT

1.	Name:	\${name}
	Date:	\${dateOrEffectiveTime}
	Parties:	\${parties}

NONE

END AMENDED TEXT

SCHEDULE 3

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SCHEDULE 4
Amendments to Description of GATS Trust Documents

Part 3 (*Description of GATS Trust Documents*) of schedule 4 (*Description of Trust Documents*) to the GATS Trust Instrument shall be deleted in its entirety and replaced with the following:

START AMENDED TEXT

1.	Name:	\${name}
	GATS Transaction ID:	\${transactionID}
	Trust Branch:	United States; Delaware statutory trust (US-DE-S)
	GATS Form Version:	1.0
	Effective Time:	\${dateOrEffectiveTime}
	Parties:	\${parties}

END AMENDED TEXT

SCHEDULE 4

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