NORTON ROSE FULBRIGHT

Structure and contents of an aircraft lease agreement

Kenneth Gray
Consultant

Agenda

- Different clauses and why they are there
- The timeline
  - Before delivery
  - Delivery
  - During the Lease Term
  - Termination/expiry
  - Unlimited by time

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Basic of a lease

Transfer of possession

For a fixed term

Consideration

Quiet enjoyment

Default

Finance leases vs Operating leases

Finance lease

- Financing ultimate acquisition of aircraft by lessee
- e.g. full pay out hire purchase agreement
- A credit operation
- For lessor, aircraft is *security*

Operating lease

- Lessee only pays for the right to use the aircraft
- No economic interest
- A trading operation
- For lessor, aircraft is *asset*

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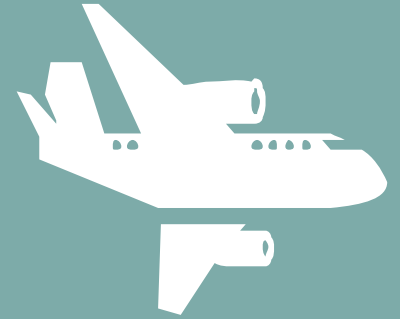# Definitions and Interpretation

For example:

- Engine vs engine

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Representations and warranties

- What is a representation?
- Statement as to question of fact or of law
- Made by the lessee
- To induce the lessor to enter into the agreement
- Establish an agreed legal and factual framework

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Conditions precedent

These are conditions which must be satisfied before the lessor becomes obliged to lease the aircraft to the lessee

- Corporate documents

- Legal opinions

- Cape Town registrations

- Deregistration Powers of Attorney

- IDERAs

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Lessor's warranty – Quiet enjoyment

> *"The Lessor warrants and agrees that, provided that no Termination Event has occurred and is continuing, the Lessor shall not, through its own acts, interfere during the Lease Period with the use, possession and quiet enjoyment of the Aircraft by the Lessee."*

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Delivery

- Inspection and delivery process
- New and second hand aircraft
- "As is, where is"

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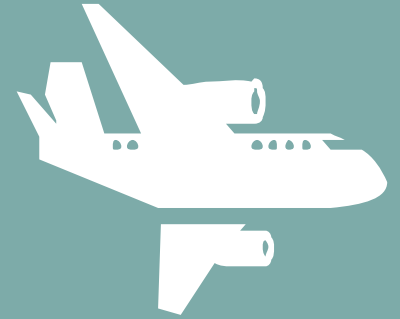
Rent

Fixed vs floating rate

"Net lease"

Lessee responsible for maintenance, insurance, property taxes etc..

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Rent – hell or high water

- Obligation to pay rent absolute and unconditional
- No set-off or counterclaim
- Unavailability, unairworthiness of aircraft etc..
- Breach by any party of its obligations under the lease
- Insolvency of a party
- Lack of authorisation of the Lease Agreement

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Indemnities

- Third party indemnity
- Tax indemnity

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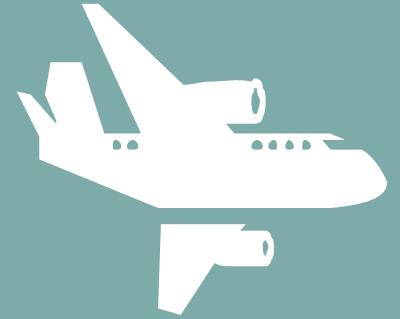
Undertakings

- Corporate
- Information on aircraft
- Liens
- Maintenance, repair, operation (including maintenance reserves)
- Sub-leasing
- Cape Town Convention
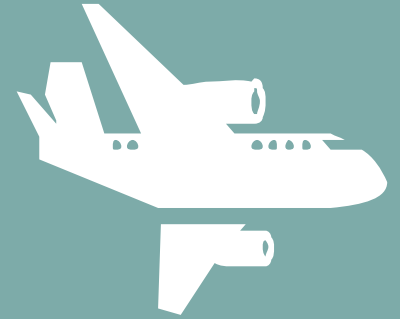- Sanctions

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Registration

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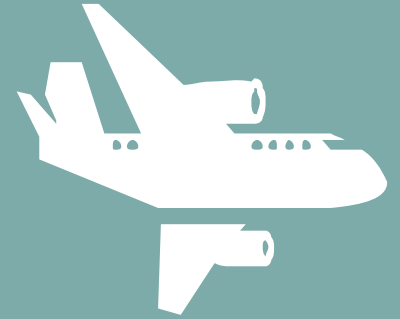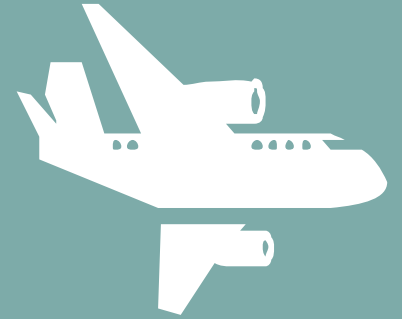
Insurances, Loss and Damage

Events of Default
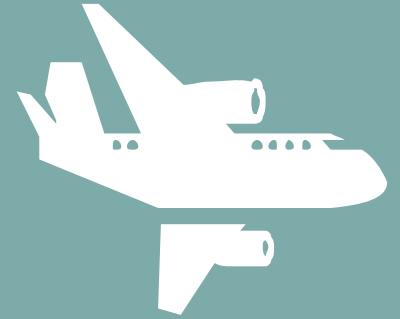
Redelivery Condition

Governing Law and Jurisdiction

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World

Europe

Amsterdam	Hamburg	Munich
Athens	Istanbul	Paris
Brussels	London	Piraeus
Düsseldorf	Luxembourg	Warsaw
Frankfurt	Milan	

Asia Pacific

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Beijing
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Canberra
Hong Kong
Jakarta*
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Perth
Shanghai
Singapore
Sydney
Tokyo

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Chicago
Dallas
Denver
Houston
Los Angeles
Minneapolis
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San Antonio
San Francisco
St Louis
Washington, DC

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