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| **TM** | |
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| **GATS Amendment Instrument** | |
| **(GATS Security Instrument)** | |
|  | |
|  | |
| **Trust Branch:** | United States (XX) |
| **Trust UIN:** | [####] |
| **Name of Trust:** | GATS Trust [*####*] |
| **Date:** | [*to be automatically populated by the GATS Platform*] |
|  |  |

**THIS GATS AMENDMENT INSTRUMENT** is dated as of [*date*] (this **Instrument**)

**BETWEEN**

1. the BENEFICIARY; and
2. the SECURED PARTY from time to time, acting in the capacity as indicated in Schedule 2 (*Parties and Notice Details*); and
3. the TRUSTEE.

**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 Security Instrument (including those incorporated by reference to the Master Terms). In this Instrument, unless the contrary intention appears:

1. **Beneficiary** means the person identified as the ‘Beneficiary’ in Schedule 2 (*Parties and Notice Details*).
2. **Effective Date** means the date as of which this Instrument is executed and delivered, as described on the cover page to this Instrument.
3. **GATS Security Instrument** means the GATS Security Instrument relating to the GATS Trust among the Beneficiary, the Secured Party and the Trustee, as amended, supplemented, assigned and transferred from time to time prior to the effectiveness of this Instrument pursuant to one or more other GATS Security Documents (other than this Instrument) each of which is more particularly described in Schedule 3 (*Amendments to Description of GATS Security Documents*).
4. **GATS Trust** means the trust created or migrated into GATS pursuant to the GATS Trust Instrument with the name and UIN as identified in Schedule 1 (*Description of GATS Trust*).
5. **Secured Party** means the person identified as the ‘Secured Party’ in Schedule 2 (*Parties and Notice Details*).
6. **Trustee** means the person identified as the ‘Trustee’ in Schedule 2 (*Parties and Notice Details*).
7. Permitted GATS Amendments
   * + 1. With effect from and including the Effective Date:

to the extent not identical, schedule 2 (*Parties and Notice Details*) to the GATS Security Instrument shall be deleted in its entirety and replaced with Schedule 2 (*Parties and Notice Details*); and

the GATS Security Instrument is amended in accordance with Schedule 3 (*Amendments to the Description of GATS Security Documents*).

* + - 1. Except as amended and supplemented by this Instrument, the GATS Security Instrument shall remain in full force and effect.
      2. The Beneficiary represents and warrants in favor of the Secured Party and the Trustee that, as of the Effective Date, the amendments effected by this Instrument are Permitted GATS Amendments.

1. Further Assurance

Each of the parties 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.

1. Miscellaneous
   1. Electronic and Digital Execution and Delivery
      * 1. Each of the parties to this Instrument agrees that:

the other party shall be entitled to rely on the signature, execution, delivery, effect, authentication and time-stamping of this Instrument effected electronically or digitally; and

the signature, execution, delivery, effect, authentication and time-stamping of this Instrument, effected electronically or digitally, shall constitute a legally binding agreement among the parties to it and conclusive evidence of such agreement,

in each case as if it had been, as applicable, signed, executed, delivered, effected, authenticated or time-stamped manually.

* + - 1. Each of the parties to this Instrument consents to the use by each other party of its digital signature through the GATS Platform.
  1. GATS Forms

This Instrument is in the form of version 1 of the GATS Form for this Instrument.

* 1. Counterparts

This Instrument and any amendments, waivers, consents or supplements hereto 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.

* 1. Governing Law

THIS INSTRUMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, 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 NEW YORK.

* 1. 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 PARTIES 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 day and year first above written.

|  |  |
| --- | --- |
|  | [BENEFICIARY], as Beneficiary |
|  | [Digital signature] |
|  |  |
|  | [SECURED PARTY], as Secured Party |
|  | [Digital signature] |
|  |  |
|  | [TRUSTEE], as Trustee |
|  | [Digital signature] |

1. Description of GATS Trust

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of GATS Trust** | | | |
| **Trust Branch** | **UIN** | **Name** | **Date of Establishment (E) or Migration (M)** |
| United States ([UT][DE][DE-S][XX])[[[1]](#footnote-1)] | [####] | GATS Trust [*####*] | [*dd-mmm-yyyy*] [E][M] |

1. Parties and Notice Details [[[2]](#footnote-2)]

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Beneficiary** |  | |
|  | Name: | [*to be automatically populated by the GATS Platform*] | |
|  | Jurisdiction of formation, incorporation or organization: | [*to be automatically populated by the GATS Platform*] | |
|  | Entity type: | [*to be automatically populated by the GATS Platform*] | |
|  | Address: | [*to be automatically populated by the GATS Platform*] | |
|  | Email: | [*to be automatically populated by the GATS Platform*] | |
|  | Location (within the meaning of Section 9-307 of the UCC) | [*to be entered manually by the parties on the GATS Platform prior to execution*] | |
|  | **Secured Party** |  | |
|  | Name: | [*to be automatically populated by the GATS Platform*] | |
|  | Jurisdiction of formation, incorporation or organization: | [*to be automatically populated by the GATS Platform*] | |
|  | Entity type: | [*to be automatically populated by the GATS Platform*] | |
|  | Address: | [*to be automatically populated by the GATS Platform*] | |
|  | Email: | [*to be automatically populated by the GATS Platform*] | |
|  | Capacity |  | If checked, the Secured Party is acting as agent or trustee on behalf of certain other secured parties |
|  | If checked, the Secured Party is acting in its individual capacity for its own account |
|  | **Trustee** |  | |
|  | Name: | [*to be automatically populated by the GATS Platform*] | |
|  | Jurisdiction of formation, incorporation or organization: | [*to be automatically populated by the GATS Platform*] | |
|  | Entity type: | [*to be automatically populated by the GATS Platform*] | |
|  | Address: | [*to be automatically populated by the GATS Platform*] | |
|  | Email: | [*to be automatically populated by the GATS Platform*] | |

1. Amendments to Description of GATS Security Documents

Schedule 4 (*Description of GATS Security Documents*) to the GATS Security Instrument shall be deleted in its entirety and replaced with the following:

START AMENDED TEXT

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Document** | **Date** | **Parties** |
|  | GATS Security Instrument | [*dd-mmm-yyyy*] | [*to be automatically populated by the GATS Platform*] |
| […] | | | |
| **#.** | GATS Security Transfer Instrument [OR] GATS Amendment Instrument | [*dd-mmm-yyyy*] | [*to be automatically populated by the GATS Platform*] |
| […] | | | |
| **#.** | GATS Amendment Instrument [[[3]](#footnote-3)] | [*dd-mmm-yyyy*] | [BENEFICIARY], as beneficiary  [SECURED PARTY], as secured party  [TRUSTEE], as trustee |

END AMENDED TEXT

1. NOTE: ‘UT’ means Utah common law trust, ‘DE’ means Delaware common law trust, ‘DE-S’ means Delaware statutory trust, and ‘XX’ means such other jurisdictions within the United States which may be added from time to time as contemplated by the GATS e-Terms. [↑](#footnote-ref-1)
2. NOTE: (a) Information contained in this schedule which was previously populated incorrectly or is now out of date can be entered here, but, except for the Beneficiary’ jurisdiction of incorporation and location, there is no need to enter into an amendment instrument solely to correct or update notice details. Pursuant to the terms of the GATS Security Instrument, information other than the Beneficiary’ jurisdiction of incorporation and location can be corrected or updated by a simple notice to the other parties through the GATS Platform. (b) The GATS Platform will not allow parties to enter corrections or updates to the party’s legal name, which, for GATS e-terms purposes is assumed to be correct at the time the party became a GATS participant. In the event of a merger where a party’s name is not amended by operation of law, the applicable transfer instrument should be executed. [↑](#footnote-ref-2)
3. NOTE: this will describe this Instrument. [↑](#footnote-ref-3)