

DUPLICATE e-ORIGINAL

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GATS Amendment Instrument (GATS Security Instrument)

US TRUST BRANCH

Trust Branch:	United States (US)
Trust UIN:	\${trust.uin}
Name of Trust:	\${trust.name}
Date:	

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 SECURED PARTY from time to time, acting in the capacity as indicated in Schedule 2 (*Party 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:

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 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 4 (*Amendments to Description of GATS Security Documents*).

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

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

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}

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

2. PERMITTED GATS AMENDMENTS AND CONSENTS

2.1 Amendments to GATS Security Instrument

- (a) With effect from and including the Effective Time:
 - (i) to the extent not identical, schedule 2 (*Party Details*) to the GATS Security Instrument shall be deleted in its entirety and replaced with Schedule 2 (*Party Details*); and
 - (ii) the GATS Security Instrument is amended in accordance with Schedule 4 (*Amendments to the Description of GATS Security Documents*).
- (b) Except as amended and supplemented by this Instrument, the GATS Security Instrument shall remain in full force and effect.
- (c) The Beneficiary represents and warrants in favor of the Secured Party and the Trustee that, as of the Effective Time, the amendments effected by this Instrument are Permitted GATS Amendments.

2.2 Consent to Amendments to GATS Trust Instrument (if applicable)

- (a) The remainder of this Section 2.2 applies if and only if Schedule 3 (*Consent to Amendments to GATS Trust Instrument*) lists any documents, each of which is to be executed and delivered and is to take effect at or immediately after the Effective Time.
- (b) The Secured Party consents to the amendments to the GATS Trust Instrument to be effected pursuant to the GATS Trust Documents described in Schedule 3 (*Consent to Amendments to GATS Trust Instrument*).
- (c) If Schedule 3 (*Consent to Amendments to GATS Trust Instrument*) lists any ‘GATS Transfer Instrument (Successor Trustee Transaction)’, the Secured Party:
 - (i) consents to the assignment and transfer to the Trustee of its Transferred Rights (as defined in such GATS transfer instrument) and its Transferred Obligations (as defined in such GATS transfer instrument);
 - (ii) releases the Existing Trustee (as defined in such GATS transfer instrument) from all of its Transferred Obligations owed to the Secured Party; and
 - (iii) agrees to perform all of the Secured Party’s obligations, duties and liabilities that are Transferred Rights owed to the Existing Trustee or ‘Trustee’ in favor of the Trustee,and each party to this Instrument agrees that the GATS Security Instrument is amended to reflect the foregoing, and all references in the GATS Security Instrument to the Existing Trustee or ‘Trustee’ are amended to refer to

the Trustee, and all references in the GATS Trust Instrument to the Existing Trust Company (as defined in such instrument) or ‘Trust Company’ are amended to refer to the New Trust Company (as defined in such instrument).

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 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
 - (ii) 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.

- (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.

INSTRUMENT IS BEING DELIVERED IN THE STATE OF NEW YORK.

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.

4.5 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 EACH 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.

4.4 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

* * *

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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\${securedParty.name}, as Secured Party, acting in the capacity as indicated in
Schedule 2 (*Party Details*)
By: \${by}
Its: \${Its}

SIGNATURE PAGE
(visual representation)

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\${trustee.name}, as Trustee
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) into GATS
\${trust.branch}	\${trust.uin}	\${trust.name}	\${trust.dateEstOrMig} (\${trust.EstOrMig})

SCHEDULE 1

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SCHEDULE 2
Party Details

1	Beneficiary	
	Name: GATS Entity ID: Jurisdiction of formation, incorporation or organization: Entity type: Location (within the meaning of Section 9-307 of the UCC)	\${beneficiary.name} \${beneficiary.id} \${beneficiary.jurisdiction} \${beneficiary.entityType} \${beneficiary.location}

2	Secured Party	
	Name:	\${securedParty.name}
	GATS Entity ID:	\${securedParty.id}
	Jurisdiction of formation, incorporation or organization:	\${securedParty.jurisdiction}
	Entity type:	\${securedParty.entityType}
	Capacity:	<div style="border: 1px solid black; display: inline-block; padding: 2px;">\${securedPartIsAgent}</div> <p style="margin-left: 20px;">If checked, the Secured Party is acting as agent or trustee on behalf of certain other secured parties</p> <div style="border: 1px solid black; display: inline-block; padding: 2px;">\${securedPartIsNotAgent}</div> <p style="margin-left: 20px;">If checked, the Secured Party is acting in its individual capacity for its own account</p>

SCHEDULE 2

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

SCHEDULE 2

SCHEDULE 3
Consent to Amendments to GATS Trust Instrument

N/A

Name:	\${name}
GATS Transaction ID:	\${transactionID}
Trust Branch:	\${branch}
GATS Form Version:	1.0
Effective Time:	\${dateOrEffectiveTime}
Parties:	\${parties}

SCHEDULE 3

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SCHEDULE 4
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

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

END AMENDED TEXT