**Template Form of Amendment for existing agreements to match the triggers and fallbacks in related cash products which use the ARRC fallback language**

**Introduction**

The International Swaps and Derivatives Association, Inc. (“**ISDA**”) has published this Form of Amendment to enable parties to amend one or more agreements to match or closely follow the triggers and fallbacks in a product which incorporates bilateral or syndicated loan fallback language published by the Alternative Reference Rates Committee (“**ARRC**” ) and for which the derivative transaction serves as a hedge, while also disapplying the relevant terms within the ISDA 2020 IBOR Fallbacks Protocol or within Supplement 70 to the 2006 ISDA Definitions (if applicable).

**Parties responsible for determining the appropriateness of this “Form of Amendment”:**

***The documentation of each individual transaction and wording of each of the other related documents remain the responsibility of the parties concerned. ISDA does not assume any responsibility for any use to which this Form of Amendment may be put, including any use of this Form of Amendment in connection with any privately negotiated derivative transaction or any other agreement (including any agreement listed in an annex) and does not assume any responsibility for any investigation into the effectiveness of this Form of Amendment with respect to any such transaction or agreement. Each party must satisfy itself as to the effectiveness of this Form of Amendment with respect to any such transaction or agreement and must satisfy itself that this Form of Amendment is appropriate for the transaction or the related documents and has been properly used and/or adapted to reflect the commercial intentions and legal and regulatory obligations of the parties. Each party must also satisfy itself as to any possible adverse consequences (including in relation to the potential transfer of economic value) which may occur as a result of this Form of Amendment applying to a transaction or any other covered document. Any such consequences should be considered in the light of the potential outcome if the Form of Amendment were not to apply to that transaction or document.***

***Parties should seek legal, tax and accounting advice and consult with any other adviser they deem appropriate prior to using this Form of Amendment.***

ISDA has not undertaken to review any applicable laws and regulations of any jurisdiction in which this Form of Amendmentmay be used or of any jurisdiction whose laws or regulations affect derivative contracts, indices, securities and/or currencies that may be the subject of a privately negotiated derivative transaction. Parties are therefore advised to consider the application of any relevant jurisdiction’s legal, regulatory, tax, accounting, exchange or other requirements that may exist in connection with using this Form of Amendment to document such a transaction.

This Form of Amendment has been structured for use both in paper format as well as an agreement that is capable of being entered into via ISDA Create. Consequently, parties make various elections in the Form of Amendment as to whether certain terms or provisions apply. Please refer to the footnotes throughout for further guidance on making the various elections that are available in this Form of Amendment.

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International Swaps and Derivatives Association, Inc.

AMENDMENT[[1]](#footnote-1)

dated as of …………………[[2]](#footnote-2)

between

…………………………………… (Party A) and …………………………………… (Party B)

The parties have previously entered into one or more Amendment Covered Documents and have now agreed to amend the relevant Amendment Covered Documents as set out in this amendment (this “**Amendment**”).

[For the purposes of Section 8.5 and Section 8.6 of the 2006 Definitions, the terms of this Amendment will not constitute “Overriding Fallback Provisions”.][[3]](#footnote-3)

Accordingly, in consideration of the mutual agreements contained in this Amendment, the parties agree as follows:

1. **Matching triggers and fallbacks in a Reference Contract**

From and including the Amendment Effective Date:

* 1. [*Not Applicable*][[4]](#footnote-4)/[the amendments setting out fallbacks for U.S. dollar LIBOR (including each U.S. dollar LIBOR Floating Rate Option) set out in the IBOR Fallbacks Protocol with respect to Swap Transactions referencing U.S. dollar LIBOR shall not apply to each Protocol Amended Document.][[5]](#footnote-5)
	2. [*Not Applicable*][[6]](#footnote-6)/[the amendments with respect to “USD-LIBOR-BBA” and/or “USD-LIBOR-BBA-Bloomberg” as set out in Supplement 70 shall not apply to each Supplement Amended Document.][[7]](#footnote-7)
	3. [*Not Applicable*][[8]](#footnote-8)/[the triggers and fallbacks in each Bespoke Amended Document shall no longer apply.][[9]](#footnote-9)
	4. subject to paragraph 1.5 below, the benchmark in each Amendment Covered Document shall track the corresponding Referenced Benchmark in the Reference Contract (which incorporates wording based on the ARRC Bilateral Loan Fallback Language or the ARRC Syndicated Loan Fallback Language, as applicable) relating to such Amendment Covered Document (excluding regular resets of the Referenced Benchmark contemplated by the terms of such Reference Contract) and the parties agree to use reasonable efforts to make such amendments (if any) to the terms of each Amendment Covered Document as are necessary to give effect to the agreement contained in this paragraph.
	5. notwithstanding the amendments set out in the immediately preceding paragraph, the paragraphs headed ‘Unavailability of Tenor of Benchmark’ and ‘Benchmark Unavailability Period’ and the concept of ‘Early Opt-in Election’ (and any related definitions and provisions applicable only to those paragraphs and that concept), in each case within the ARRC Bilateral Loan Fallback Language and the ARRC Syndicated Loan Fallback Language, as applicable, shall not apply to each Amendment Covered Document.[[10]](#footnote-10)
	6. [if the terms of the ISDA Benchmarks Supplement apply to an Amendment Covered Document, any fallback in respect of the Referenced Benchmark which applies following the permanent cessation or lack of representativeness of the Referenced Benchmark, will constitute a “Priority Fallback” for the purposes of, and as defined in, the ISDA Benchmarks Supplement.][[11]](#footnote-11)
1. **Further Amendments**[[12]](#footnote-12)

[*Not Applicable*]/[*Insert any additional terms, template wording or other agreed wording here with any additional definitions to be inserted in paragraph 5 (Definitions)*][[13]](#footnote-13)

1. **Representations**
	1. [*Not Applicable*][[14]](#footnote-14)/[Each party represents to the other party that all representations made by such party in any Amendment Covered Document (as amended by this Amendment) are true and accurate in every material respect as of the Amendment Effective Date.
	2. Each party repeats on the date of this Amendment and, if different, the Amendment Effective Date the representations set out in [Section 3][[15]](#footnote-15) of the Relevant Master Agreement and any additional representations set out therein (if applicable) as if references therein to “this Agreement” or “any Credit Support Document” were to “this Amendment”.]
2. **Miscellaneous**
	1. **Entire Agreement; Restatement**
		1. This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
		2. Except for any amendment to an Amendment Covered Document made pursuant to this Amendment, all terms and conditions of an Amendment Covered Document will continue in full force and effect in accordance with its provisions. References to an Amendment Covered Document will be references to the relevant Amendment Covered Document as amended by this Amendment.
	2. **Amendments**

No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the relevant Amendment Covered Document.

* 1. **Counterparts**

This Amendment may be executed and delivered in counterparts (including transmission by facsimile, electronic messaging system or e-mail), each of which will be deemed an original.

* 1. **Heading**

The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

* 1. **Governing Law**

This Amendment (and, to the extent possible, any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with [English law]/[the laws of the State of New York (without reference to choice of law doctrine)]/[●][[16]](#footnote-16), provided that the amendments to each Amendment Covered Document shall be governed by and construed in accordance with the law governing that Amendment Covered Document.

* 1. **Jurisdiction**

[Solely for purposes of any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Amendment, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute in relation to any non-contractual obligations arising out of or in connection with it (“**Proceedings**”), each party irrevocably:

* + 1. submits:
			1. if this Amendment is expressed to be governed by English law, to the non-exclusive jurisdiction of the English courts;
			2. if this Amendment is expressed to be governed by the laws of the State of New York, to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City; or
			3. if this Amendment is expressed to be governed by the laws of a jurisdiction other than England and Wales or the State of New York, to the non-exclusive jurisdiction of the courts of the jurisdiction whose laws are expressed to govern this Amendment;
		2. waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and
		3. agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction,

provided that in respect of any Proceedings relating to the amendments made by this Amendment to any Amendment Covered Document, the parties irrevocably agree to submit to the jurisdiction of the courts (or any alternate dispute resolution process) to which the parties have previously agreed in such Amendment Covered Document, to the same extent as previously agreed in respect of the exclusive or non-exclusive jurisdiction of such agreed courts (or alternate dispute resolution process).]/[●][[17]](#footnote-17)

* 1. **Service of Process**

[*Not Applicable*][[18]](#footnote-18)/[Each party irrevocably appoints the Process Agent, if any, specified opposite its name in the Relevant Master Agreement to receive, for it and on its behalf, service of process in any disputes arising out of this Amendment or any non-contractual obligations arising out of or relating to it. If for any reason either party’s Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notice in the Relevant Master Agreement.]

* 1. **Contracts (Rights of Third Parties) Act 1999**

[*Not Applicable*][[19]](#footnote-19)/[A person who is not a party to this Amendment shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Amendment. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999.][[20]](#footnote-20)

* 1. **Waiver of Trial by Jury**

[*Not Applicable*][[21]](#footnote-21)/[EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AMENDMENT. EACH PARTY ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS WAIVER OF TRIAL BY JURY PROVISION.][[22]](#footnote-22)

* 1. **Other Provisions**

[*Not Applicable*][[23]](#footnote-23)/[●]

1. **Definitions**

Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the 2006 Definitions or, if not defined in the 2006 Definitions, shall have the meanings given to them in the relevant Amendment Covered Document (including any definitions published by ISDA and incorporated therein).

For the purposes of this Amendment, the following terms will have the following meanings:

“**2006 Definitions**” means the 2006 ISDA Definitions as at the Amendment Effective Date.

“**Amendment Covered Document**” means [each Listed Amended Document] [and][[24]](#footnote-24) [*[list other documents covered by this Amendment and, if necessary, specify the paragraphs which should apply to those documents]*].[[25]](#footnote-25)

“**Amendment Effective Date**” means [the date of this Amendment][[26]](#footnote-26)/[●][[27]](#footnote-27).

“**ARRC**” means the Alternative Reference Rates Committee.

“**ARRC Bilateral Loan Fallback Language**” means the ‘Hardwired Approach’ fallback language set out within the ‘ARRC Recommendations Regarding More Robust Fallback Language for New Originations of LIBOR Bilateral Business Loans’ published on August 27, 2020 by the ARRC and/or the ‘ARRC Supplemental Recommendations of Hardwired Fallback Language for IBOR Syndicated and Bilateral Business Loans’ published on March 25, 2021 by the ARRC.

“**ARRC Syndicated Loan Fallback Language**” means the language set out within the ‘ARRC Recommendations Regarding More Robust Fallback Language for New Originations of LIBOR Syndicated Loans’ published on June 30, 2020 by the ARRC and/or the ‘ARRC Supplemental Recommendations of Hardwired Fallback Language for IBOR Syndicated and Bilateral Business Loans’ published on March 25, 2021 by the ARRC.

[“**Bespoke Amended Document**” means each Amendment Covered Document that includes negotiated triggers and fallbacks and is neither a Protocol Amended Document nor a Supplement Amended Document.][[28]](#footnote-28)

[“**IBOR Fallbacks Protocol**” means the ISDA 2020 IBOR Fallbacks Protocol published by ISDA on October 23, 2020, as adhered to by the parties.][[29]](#footnote-29)

“**ISDA**” means the International Swaps and Derivatives Association, Inc..

[“**ISDA Benchmarks Supplement**” means the ISDA Benchmarks Supplement published by ISDA on September 19, 2018, as amended from time to time.][[30]](#footnote-30)

“**LIBOR**” means the London interbank offered rate.

“**Listed Amended Document**” means each document listed in the Listed Amended Documents Annex hereto.

[“**Protocol Amended Document**” means each Amendment Covered Document that is a Protocol Covered Document, as defined in the IBOR Fallbacks Protocol.][[31]](#footnote-31)

“**Reference Contract**” means, in respect of a Swap Transaction whose terms are set out in, or which is otherwise governed by an Amendment Covered Document, [●][[32]](#footnote-32)/[the contract specified as a ‘Reference Contract’ for such Amendment Covered Document in the Listed Amended Documents Annex][[33]](#footnote-33)/[the contract documenting the loan that is hedged by that Swap Transaction and which incorporates wording based on the ARRC Bilateral Loan Fallback Language or the ARRC Syndicated Loan Fallback Language, as applicable,][[34]](#footnote-34) [as at the Amendment Effective Date]/[as amended and/or supplemented from time to time][[35]](#footnote-35).

“**Referenced Benchmark**”[[36]](#footnote-36) means U.S. dollar LIBOR (or any substitute or alternative benchmark which applies pursuant to the terms of the Reference Contract).

“**Relevant Master Agreement**” means, in respect of an Amendment Covered Document, [the ISDA Master Agreement to which such Amendment Covered Document relates or, if the Amendment Covered Document is an ISDA Master Agreement, such ISDA Master Agreement][[37]](#footnote-37)/[●][[38]](#footnote-38).

[“**Supplement 70**” means Supplement number 70 to the 2006 Definitions published by ISDA on January 25, 2021.][[39]](#footnote-39)

[“**Supplement Amended Document**” means each Amendment Covered Document that incorporates Supplement 70.][[40]](#footnote-40)

[*Insert any additional definitions*]

IN WITNESS WHEREOF, the parties have executed this Amendment on the respective dates specified below with effect from the Amendment Effective Date.[[41]](#footnote-41)

……………………………………. …………………………………….

(Name of Party) (Name of Party)

By: ……………………………….. By: ………………………………..

Name: Name:

Title: Title:

Date: Date:

**LISTED AMENDED DOCUMENTS ANNEX**[[42]](#footnote-42)

[*List the Listed Amended Documents here*][[43]](#footnote-43)

|  |  |
| --- | --- |
| [**Listed Amended Document**] | [**Reference Contract**][[44]](#footnote-44) |
| [●] | [●] |

1. This form of amendment can be used if the parties are choosing to limit the application of the IBOR Fallbacks Protocol or Supplement 70 in respect of documents which reference U.S. dollar LIBOR or the relevant U.S. dollar LIBOR Floating Rate Option and wish to match the triggers and fallbacks in certain documents to the triggers and fallbacks in an underlying Reference Contract which utilises fallback wording for U.S. dollar LIBOR published by the ARRC. This form of amendment also provides for the parties to amend documents which are not otherwise covered by the IBOR Fallbacks Protocol or do not otherwise incorporate Supplement 70 in order to follow the triggers and fallbacks in an underlying Reference Contract which utilises fallback wording published by the ARRC. Use of this wording is, of course, voluntary. [↑](#footnote-ref-1)
2. Unless an alternative date is inserted in the definition of Amendment Effective Date below, this is the date from which this Amendment is effective. [↑](#footnote-ref-2)
3. The parties should consider deleting this sentence if they have included bespoke provisions within this Amendment which they want to override the Discontinued Rates Maturities provisions in Section 8.5 and Section 8.6 of the 2006 ISDA Definitions. [↑](#footnote-ref-3)
4. If the Amendment Covered Documents do not include one or more Protocol Covered Documents, specify ‘Not Applicable’ and delete the remaining wording in paragraph 1.1. [↑](#footnote-ref-4)
5. If any Amendment Covered Document is a Protocol Covered Document and has consequently been amended by the IBOR Fallbacks Protocol, use the wording in the second set of square brackets within paragraph 1.1 to disapply the U.S. dollar LIBOR-related amendments within the IBOR Fallbacks Protocol in respect of the Amendment Covered Documents that are Protocol Covered Documents. This paragraph 1.1 can be used alongside either or both of paragraph 1.2 and paragraph 1.3. [↑](#footnote-ref-5)
6. If the Amendment Covered Documents do not include one or more documents which incorporate the amendments set out in Supplement 70, specify ‘Not Applicable’ and delete the remaining wording in paragraph 1.2. [↑](#footnote-ref-6)
7. If any Amendment Covered Document incorporates Supplement 70, use the wording in the second set of square brackets within paragraph 1.2 to disapply the U.S. dollar LIBOR-related amendments within Supplement 70 in respect of the Amendment Covered Documents that are Supplement Amended Documents. This paragraph 1.2 can be used alongside either or both of paragraph 1.1 and paragraph 1.3. [↑](#footnote-ref-7)
8. If the Amendment Covered Documents do not include one or more documents which include bespoke triggers and fallbacks for U.S. dollar LIBOR, specify ‘Not Applicable’ and delete the remaining wording in paragraph 1.3. [↑](#footnote-ref-8)
9. If any Amendment Covered Document includes bespoke triggers and fallbacks for U.S. dollar LIBOR which are to be replaced by the ARRC fallbacks, use the wording in the second set of square brackets within paragraph 1.3 to disapply the triggers and fallbacks in each such document. This paragraph 1.3 can be used alongside either or both of paragraph 1.1 and paragraph 1.2. [↑](#footnote-ref-9)
10. Each of these three concepts – ‘Unavailability of Tenor of Benchmark, ‘Benchmark Unavailability Period’ and the ‘Early Opt-in Election’ – is disapplied for the purposes of amending the Amendment Covered Document(s). Note that these provisions will continue to apply in the relevant Reference Contract. [↑](#footnote-ref-10)
11. If the ISDA Benchmarks Supplement applies to an Amendment Covered Document, the parties can include the wording in square brackets, which is intended to clarify that the fallbacks in the Reference Contract following permanent cessation or lack of representativeness of the Referenced Benchmark take priority over the generic fallbacks in the ISDA Benchmarks Supplement. [↑](#footnote-ref-11)
12. If the parties want to include additional bespoke amendments, these amendments can be included within paragraph 2 (*Further Amendments*) with appropriate sub-paragraph headers. If the parties do incorporate additional wording here, they will need to ensure that terms such as “Amendment Covered Document” adequately describe the documents covered by this Amendment and that duplicative terms are not inserted. [↑](#footnote-ref-12)
13. If this paragraph is not being used for the purposes of including additional wording, specify ‘Not Applicable’ and delete the remaining wording in square brackets while retaining the heading. [↑](#footnote-ref-13)
14. If the parties are not repeating the representations in any Amendment Covered Document that is being amended pursuant to this Amendment as of the Amendment Effective Date or the representations in the Relevant Master Agreement, specify ‘Not Applicable’ and delete the remaining wording in paragraph 3 (*Representations*) while retaining the header. [↑](#footnote-ref-14)
15. Parties to consider if this language is appropriate and to consider interaction with the Relevant Master Agreement. In particular, if the parties do not have any ISDA Master Agreement in place, this language will need adapting. [↑](#footnote-ref-15)
16. If the parties want the governing law of this Amendment to be English law, they should select the first option and delete the subsequent wording in square brackets. If the parties want the governing law of this Amendment to be the laws of the State of New York, they should select the second option and delete the preceding and subsequent wording in square brackets. If the parties want to specify a different governing law for this Amendment, they should use the third option to specify such governing law. Each party must satisfy itself that the governing law selected is appropriate. If the parties amend the governing law to a law other than English law or the laws of the State of New York, they will need to consider whether any other provisions or changes to this Amendment are required (e.g. the jurisdiction clause may need updating). [↑](#footnote-ref-16)
17. If the parties want to apply different jurisdiction provisions, they should select the second option, delete the preceding wording in square brackets and specify the relevant provisions (e.g. if the parties have agreed to an arbitration process in the relevant Amendment Covered Documents, they may want to follow the same approach under this Amendment). [↑](#footnote-ref-17)
18. If no Process Agent is appointed, specify ‘Not Applicable’ and delete the remaining wording in sub-paragraph 4.7 (*Service of Process*), while retaining the heading. [↑](#footnote-ref-18)
19. If the parties have selected the governing law of this Amendment to be the laws of the State of New York, they should select the first option and delete the remaining wording in sub-paragraph 4.8 (*Contracts (Rights of Third Parties) Act 1999*) while retaining the header. [↑](#footnote-ref-19)
20. If the parties have selected the governing law of this Amendment to be English law, they should select the second option and delete the preceding wording in square brackets. [↑](#footnote-ref-20)
21. If the parties have selected the governing law of this Amendment to be English law, they should select the first option and delete the remaining wording in sub-paragraph 4.9 (*Waiver of Trial by Jury*) while retaining the header. [↑](#footnote-ref-21)
22. If the parties have selected the governing law of this Amendment to be the laws of the State of New York, they should select the second option and delete the preceding wording in square brackets. [↑](#footnote-ref-22)
23. If no other provisions are required, specify ‘Not Applicable’ and delete the remaining wording while retaining the header. [↑](#footnote-ref-23)
24. If the parties do not choose to include any additional template wording in paragraph 2 (*Further Amendments*) of this Amendment, delete “and” as well as the remaining wording in square brackets. [↑](#footnote-ref-24)
25. If the parties have used paragraph 2 (*Further Amendments*) of this Amendment to include additional template wording, they should reference the appropriate document type(s) and the relevant paragraphs within this Amendment which should apply to each document type. [↑](#footnote-ref-25)
26. If the parties want the amendments set out in this Amendment to apply from the date on which this Amendment is entered into by the parties, the parties should select this first option and delete the subsequent alternative wording in square brackets. [↑](#footnote-ref-26)
27. If the parties want the amendments set out in this Amendment to operate with effect from a date other than the date of this Amendment, they should select this second option, specify a date and delete the preceding alternative wording in square brackets.  [↑](#footnote-ref-27)
28. This definition can be deleted if “Not Applicable” is selected in respect of paragraph 1.3 of this Amendment. [↑](#footnote-ref-28)
29. This definition can be deleted if “Not Applicable” is selected in respect of paragraph 1.1 of this Amendment. [↑](#footnote-ref-29)
30. This definition can be deleted if “Not Applicable” is selected in respect of paragraph 1.5 of this Amendment. [↑](#footnote-ref-30)
31. This definition can be deleted if “Not Applicable” is selected in respect of paragraph 1.1 of this Amendment. [↑](#footnote-ref-31)
32. The first option allows parties to include a description of the Reference Contract if an amendment is being made to one confirmation or master agreement (i.e. only one Listed Amended Document). The alternative second option allows parties to identify, where there are a number of different Reference Contracts relating to a number of Listed Amended Documents, each such Reference Contract in the annex hereto alongside the Listed Amended Document in respect of which such Reference Contract will apply. [↑](#footnote-ref-32)
33. The parties can list the relevant Reference Contract and indicate that it applies to a Listed Amended Document. [↑](#footnote-ref-33)
34. If this Amendment amends a number of different Swap Transactions and the parties do not want to list out each loan transaction related thereto in the Listed Amended Documents Annex, they can use this option. [↑](#footnote-ref-34)
35. The parties should include reference to “as amended and/or supplemented from time to time” if they prefer that the Amendment Covered Documents track the benchmark in the Reference Contract even if the Reference Contract is later amended. [↑](#footnote-ref-35)
36. The parties will need to ensure that the definition of “Referenced Benchmark” is appropriate given the terms of the Reference Contract. For example, if there is more than one benchmark in the Reference Contract that could fall within this definition, they will need to adapt it in order to make clear which benchmark this definition relates to. [↑](#footnote-ref-36)
37. If the parties are defining "Relevant Master Agreement” (for the purposes of paragraph 3 (*Representations*) and paragraph 4.7 (*Service of Process*)) by reference to an ISDA Master Agreement, they should select the first option and delete the subsequent wording in square brackets. [↑](#footnote-ref-37)
38. If the parties are defining "Relevant Master Agreement” (for the purposes of paragraph 3 (*Representations*) and paragraph 4.7 (*Service of Process*)) by reference to a different agreement, they should select the second option and delete the preceding wording in square brackets. The parties should also consider whether the substantive provisions at paragraph 3 (*Representations*) and paragraph 4.7 (*Service of Process*) remain appropriate. [↑](#footnote-ref-38)
39. This definition can be deleted if “Not Applicable” is selected in respect of paragraph 1.2 of this Amendment. [↑](#footnote-ref-39)
40. This definition can be deleted if “Not Applicable” is selected in respect of paragraph 1.2 of this Amendment. [↑](#footnote-ref-40)
41. Parties to adapt execution blocks as required. [↑](#footnote-ref-41)
42. This annex should be deleted if it is not applicable (e.g. if the parties are relying on a definition of “Amendment Covered Document” which does not include Listed Amended Documents). [↑](#footnote-ref-42)
43. Provide any reference codes or numbers used by the parties or such other identifying information as is required to sufficiently and clearly identify such Listed Amended Document (which may include, in respect of a confirmation, the ‘Trade Date’ of the related swap transaction, notional amounts, unique product identifier or other information). If that information is to be exchanged separately, parties can include wording here along the following lines: “Each document listed in the [spreadsheet]/[email]/[●] entitled [●] and dated [●] and exchanged between the parties on [●]”. [↑](#footnote-ref-43)
44. In addition to identifying each Listed Amended Document, if the parties have defined ‘Reference Contract’ by reference to the contracts described as such for each Listed Amended Document in this annex, the parties should include a description of the relevant loan(s) and clearly identify which Reference Contract relates to which Listed Amended Document, for example by describing each relevant Reference Contract in a table column adjacent to each relevant Listed Amended Document to which the relevant Reference Contract applies. This table can be deleted if the parties have defined “Reference Contract” generically using the final option in the definition of “Reference Contract”. [↑](#footnote-ref-44)