

Form of mini close-out notice to be served under paragraph 10(f)/(h)

To:

From:

Date:

Dear Sirs

**Subject: [PSA/ISMA Global Master Repurchase Agreement 1995]
[TBMA/ISMA Global Master Repurchase Agreement 2000]¹ dated _____ (the
“Agreement”)**

[Repurchase] [Buy/Sell]¹ Transaction (reference number: _____) (the “Transaction”)

Seller:

Buyer:

Purchase Date:

Repurchase Date:

Purchased Securities (including ISIN):

Terms defined in the Agreement have the same meaning in this letter.

You have failed to deliver Equivalent Securities on the Repurchase Date for the Transaction.

[Option A²

We hereby notify you that if you do not deliver Equivalent Securities by _____ we will serve notice on you under paragraph 10[(f)][(h)]³(iii) of the Agreement terminating the Transaction in accordance with that paragraph.]

[Option B⁴

In accordance with paragraph 10[(f)][(h)]³(iii) of the Agreement, we hereby declare that the Transaction be terminated immediately in accordance with paragraph 10(c) of the Agreement.

¹ Delete as appropriate

² Option A: notice of intention to exercise rights under mini close-out

³ Delete as appropriate; sub-paragraph (f) for the GMRA 1995 and (h) for the GMRA 2000

⁴ Option B: notice terminating the transaction under mini close-out

We will determine the amount of the Repurchase Price and the Default Market Value of the Equivalent Securities in accordance with paragraph 10(c) as at the date on which this notice is given. For this purpose the Default Valuation Time is [].]

[For the avoidance of doubt, we are not treating the failure to deliver Equivalent Securities as an Event of Default under paragraph 10(a)(ii) of the Agreement and this notice does not constitute a Default Notice. This notice does not constitute a waiver of our right to serve a Default Notice in respect the failure to deliver Equivalent Securities.⁵]

We reserve all our right to exercise any other remedy under the Agreement including, without limitation, the right to serve a Default Notice in respect of any Event of Default that may occur under the Agreement.

Yours faithfully

⁵ include only for GMRA 2000 where the parties have specified that paragraph 10(a)(ii) applies