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Annex IX

Transactions Involving Certain Japanese Financial Institutions

This Annex IX forms part of the Master Repurchase Agreement dated as of _____ (the “Agreement”) between _____ and _____. Capitalized terms used but not defined in this Annex IX shall have the meanings ascribed to them in the Agreement. Paragraph references are to paragraphs in the Agreement unless otherwise set out herein.

1. This Annex IX shall apply only to those Transactions where (a) one of the parties is, and the other party is not, resident in Japan for tax purposes and (b) where the parties have agreed that the Securities (whether Purchased Securities or Additional Purchased Securities) utilized in Transactions conducted pursuant to the Agreement will comprise or include Exempt Securities. For the purposes of this Annex IX, “Exempt Securities” means Securities which are specified in the Tax Special Measurement Law (*sozei tokubetsu sochi hou*) of Japan (Law No.26 of 1957), as amended (the “Tax Special Measurement Law”), and the Cabinet Order of the Tax Special Measurement Law (Cabinet Order No.43 of 1957), as amended (the “Cabinet Order”), for the purpose of the exemption from the withholding of the interests received from certain Japanese financial institutions as specified in the Tax Special Measurement Law and the Cabinet Order, with respect to the transactions of sale and repurchase of, or those of the sale and purchase with buy/sell back conditions of, Securities; provided that such transactions meet the requirements as provided in the relevant laws and regulations. Notwithstanding the above, this Annex IX shall not apply to any Transactions which utilize Securities (whether Purchased Securities or Additional Purchased Securities) issued in Japan (including, for example, Securities issued by a private entity organized under the laws of Japan, or those issued by public or Japanese government entities, such as Japanese Government Bonds).
2. In the event of any conflict between the terms and conditions of this Annex IX and any other term of the Agreement or any Annex to the Agreement, the terms in this Annex shall prevail to the extent of such inconsistency.
3. Delete “or other assets” between the word “securities” and (“Securities”)” in the second line of Paragraph 1.
4. Notwithstanding Paragraph 2, clauses (a)(i) and (a)(ii) in the Master Repurchase Agreement, “Act of Insolvency” shall occur with respect to any party hereto immediately upon the voluntary or involuntary filing of a petition in respect of it (including by the counterparty to the Agreement in respect of any obligation under the Agreement) with any court in Japan for the bankruptcy (*hasan*), corporate reorganization (*kaisha kosei*) or civil rehabilitation (*minji saisei*) of such party (the “Close-out Netting Event”).
5. For the avoidance of doubt, and in addition to any other remedies available to the parties under Paragraph 11, immediately upon the occurrence of a Close-out Netting Event, regardless of the intent of the parties, without taking any procedure or entering into any arrangement, such as a notice or demand from one party to the other or any

agreement between the parties, the sum due from one party in respect of all Transactions under the Agreement shall be set off against the sum due from the other in respect of all Transactions under the Agreement and only the balance shall be due and payable and constitute a single obligation or claim; provided that the conversion or valuation of the currency or the Securities for the purpose of the set-off shall be made in accordance with the Enforcement Regulations for the Law concerning Close-out Netting of Specified Transactions Entered into by Financial Institutions, etc. (The joint Ministerial Ordinance of the Prime Minister's Office and Ministry of Finance No.48 of 1998). In the event that (a) Annex III to the Agreement has been executed and made part of the Agreement, and (b) the conversion or valuation described in the prior sentence conflicts with the Contractual Currency, the conversion or valuation described in the prior sentence will prevail.

6. Add the following clause to Paragraph 19:

“(e) It is understood that this Agreement is intended to constitute a “Master Agreement” as defined in the Law concerning Close-out Netting of Specified Financial Transactions Entered into by Financial Institutions, etc. (Law No.108 of 1998), as amended (the “Close-out Netting Law”) and if any provision concerning the netting or set-off contained in the Agreement or Annexes is inconsistent with or conflicts with the provisions of the Close-out Netting Law, the Enforcement Regulations for the Close-out Netting Law (the “Enforcement Regulations”), or the Enforcement Order for the Close-out Netting Law (the “Close-out Cabinet Order”), then the provisions of the Close-out Netting Law, Enforcement Regulations or the Close-out Cabinet Order shall prevail.”

Except as amended herein, the Agreement shall continue to have full force and effect in all respects.