SCHEDULE H: OFF-MARKET REPURCHASE TRANSACTIONS

Subject to this Schedule, we, THE ULTIMA INVESTMENTS CYPRUS LIMITED, previously BROKERCREDITSERVICE (CYPRUS) LIMITED, will negotiate a price with you, on request, at which securities may be sold and subsequently repurchased on a fixed future date or on demand. From a legal point of view, any Transactions under this Schedule will constitute a true sale of assets and will require both you and us to make margin transfers to each other on a periodic basis.

1. Definitions and Interpretation

Agency Transaction means a Transaction entered by you as agent for a single Principal or two or more Principals who have been iintroduced to us pursuant to Schedule G to these Terms before the time when you enter into the Transaction;

Base Currency means US dollars;

Business Day means:

(i) in relation to the settlement of a Transaction or delivery of Securities under this Schedule through a settlement system, a day on which that settlement system is open for business;

(ii) in relation to the settlement of a Transaction or delivery of Securities under this Schedule otherwise than through a settlement system, a day on which banks are open for business in the place where the relevant Securities are to be delivered and, if different, the place in which the relevant payment is to be made;

(iii) in relation to the payment of any amount under this Schedule not falling within (i) or (ii) above, a day other than a Saturday or a Sunday on which banks are open for business in the principal financial center of the country of which the currency in which the payment is denominated is the official currency and, if different, in the place where any account designated by the parties for the making or receipt of the payment is situated (or, in the case of a payment in euro, a day on which TARGET2 operates); and

(iv) in all other cases, any day other than Saturday, Sunday or a public holiday in the Republic of Cyprus on which commercial banks are open for business.

Buyer means for any Transaction, either you or us acting as buyer of Securities as specified in the related Confirmation;

Cash Margin means a cash sum paid or to be paid to the Buyer or the Seller in accordance with clause 4;

Contractual Currency means the currency of the Purchase Price;

Equivalent Margin Securities mean Securities equivalent to Securities previously transferred as Margin Securities;

Equivalent Securities mean, with respect to a Transaction, Securities equivalent to Purchased Securities under that Transaction;

Equivalent or **equivalent to** in relation to any Securities means Securities (i) of the same issuer; (ii) part of the same issue; and (iii) of an identical type, nominal value, description and (except where otherwise stated) amount as those original Securities. Securities will be equivalent to other Securities notwithstanding that those Securities have been redenominated or that the nominal value of those Securities has changed in connection with such redenomination. Where Securities have been partly paid, converted, subdivided or consolidated or have become the subject of a takeover or the holders of Securities have become entitled to receive or acquire other Securities or other property or the Securities

have become subject to any similar event other than a Distribution, the expression 'equivalent to' shall have the following meanings:

(i) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;

(ii) in the case of a call on partly paid securities, securities equivalent to the paid-up securities; provided that, in the case of Equivalent Securities, Seller or, in the case of Equivalent Margin Securities, the party which transferred the relevant Margin Securities shall have paid to the other party a sum of money equal to the sum due in respect of the call;

(iii) in the case of a capitalisation issue, securities equivalent to the relevant Securities together with the securities allotted by way of bonus thereon;

(iv) in the case of conversion, sub-division or consolidation, securities equivalent to the securities into which the relevant Securities have been converted, sub-divided or consolidated; provided that, if appropriate, notice has been given in accordance with clause 5.5 of this Schedule;

(v) in the case of takeover, a sum of money or securities equivalent to the consideration or alternative consideration of which notice has been given in accordance with clause 5.5 of this Schedule;

(vi) in the case of a rights issue, securities equivalent to the relevant Securities together with the securities allotted thereon; provided that notice has been given to the other party in accordance with clause 5.5 of this Schedule;

(vii) in the event that income in the form of securities, or a certificate which may at a future date be exchanged for securities or an entitlement to acquire securities is distributed, securities equivalent to the relevant Securities together with securities or a certificate or an entitlement equivalent to those allotted; provided that notice has been given in accordance with clause 5.5 of this Schedule;

(viii) in the case of any event similar to any of the foregoing, Securities equivalent to (as defined in the provisions of this definition) the original Securities together with or replaced by a sum of money or Securities or other property equivalent to (as so defined) that received in respect of such Securities resulting from such event;

Forward Transaction means a Transaction in respect of which the Purchase Date is at least three Business Days after the date on which the Transaction was entered into and has not yet occurred;

Forward Repricing Date means with respect to any Forward Transaction the date which is such number of Business Days before the Purchase Date as is equal to the minimum period for the delivery of margin applicable under clause 4;

Income means, with respect to any Security at any time, all interest, dividends or other distributions thereon, including distributions, which are a payment or repayment of principal in respect of the relevant securities or, in case of equities, a payment of redemption proceeds in respect of the relevant securities (**Distribution(s)**);

Income Payment Date means, with respect to any Securities, the date on which Income is paid in respect of such Securities or, in the case of registered Securities, the date by reference to which particular registered holders are identified as being entitled to payment of Income;

Margin Percentage means, with respect to any Margin Securities or Equivalent Margin Securities, the percentage, if any, agreed between you and us acting in a commercially reasonable manner;

Margin Ratio means, with respect to a Transaction, the Market Value of the Purchased Securities at the time when the Transaction was entered into divided by the Purchase Price (and so that, where a Transaction relates to Securities of different descriptions and the Purchase Price is apportioned among Purchased Securities of each such description, a separate Margin Ratio shall apply in respect of Securities of each such description), or such other proportion as we may agree with you with respect to that Transaction;

Margin Securities mean, in relation to a Margin Transfer, Securities of the type and value (having applied Margin Percentage, if any) reasonably acceptable to the party calling for such Margin Transfer;

Margin Transfer means any or any combination of, the payment or repayment of Cash Margin and the transfer of Margin Securities or Equivalent Margin Securities;

Market Value means with respect to any Securities as of any time on any date, the price for such Securities (after having applied the Margin Percentage, if any, in the case of Margin Securities) at such time on such date obtained by us from a generally recognised source selected by us or as otherwise agreed between you and us (and where different prices are obtained for different delivery dates, the price so obtainable for the earliest available such delivery date) having regard to market practice for valuing Securities of the type in question plus the aggregate amount of Income which, as at such date, has accrued but not yet been paid in respect of the Securities to the extent not included in such price as of such date, and for these purposes any sum in a currency other than the Contractual Currency for the Transaction in question shall be converted into such Contractual Currency at the Spot Rate prevailing at the time of the determination. Unless otherwise agreed, the pricing source for calculation of Market Value shall be the relevant page on Bloomberg or, if that page is not published for the relevant day, the relevant page on Reuters, or, if that page is not published for the relevant day, as determined by us in a commercially reasonable manner;

Maximal Net Exposure means the sum of Maximal Transaction Exposures determined in respect of all outstanding Transactions. For this purpose any amounts not denominated in the Base Currency shall be converted into the Base Currency at the Spot Rate prevailing at the relevant time;

Maximal Transaction Exposure means, with respect to any Transaction, the value defined in the relevant Confirmation for the purpose of calculation of Maximal Net Exposure;

Net Margin provided to a party at any time, means the excess (if any) at that time of (i) the sum of the amount of Cash Margin paid to that party (including accrued interest on such Cash Margin which has not been paid to the other party) and the Market Value of Margin Securities transferred to that party under clause 4.1 (excluding any Cash Margin which has been repaid to the other party and any Margin Securities in respect of which Equivalent Margin Securities have been transferred or a cash equivalent has been paid to the other party) over (ii) the sum of the amount of Cash Margin paid to the other party (including accrued interest on such Cash Margin which has not been paid by the other party) and the Market Value of Margin Securities transferred to the other party under clause 4.1 (excluding any Cash Margin which has been repaid by the other party and any Margin Securities in respect of which Equivalent Margin Securities have been transferred or a cash equivalent has been paid by the other party) and for this purpose any amounts not denominated in the Base Currency shall be converted into the Base Currency at the Spot Rate prevailing at the time of the determination;

Net Paying Securities means Securities which are of a kind such that, were they to be the subject of a Transaction to which clause 5 applies, any payment made by the Buyer under clause 5 would be one in respect of which either the Buyer would or might be required to make a withholding or deduction for or

on account of taxes or duties or the Seller might be required to make or account for a payment for or on account of taxes or duties (in each case other than tax on overall net income) by reference to such payment;

Pooled Principals has the meaning given in clause 4.12 below;

Pooled Transactions has the meaning given in clause 4.12 below;

Price Differential means, with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction (on a 365 (or 366 in case of a leap year) day basis, unless otherwise agreed between us for the Transaction) for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of calculation or, if earlier, the Repurchase Date;

Pricing Rate means, with respect to any Transaction, the per annum percentage rate for calculation of the Price Differential agreed to by the Buyer and the Seller in relation to that Transaction;

Principal means an underlying customer as defined in clause 1.7 of the General Terms, for whom you act as agent and who have been introduced to us pursuant to Schedule G to these Terms;

Purchase Date means, with respect to any Transaction, the date on which Purchased Securities are to be sold by the Seller to the Buyer in relation to that Transaction;

Purchase Price means on the Purchase Date, the price for which Purchased Securities are sold or are to be sold by the Seller to the Buyer;

Purchased Securities mean, with respect to any Transaction, the Securities sold or to be sold by the Seller to the Buyer under that Transaction, and any New Purchased Securities transferred by the Seller to the Buyer under clause 8 in respect of that Transaction;

Repurchase Date means, with respect to any Transaction, the date on which the Buyer is to sell Equivalent Securities to the Seller in relation to that Transaction;

Repurchase Price means, with respect to any Transaction and as of any date, the sum of the Purchase Price and the Price Differential as of such date;

Securities means financial instruments, including shares or stock in the share capital of a corporation, whether ordinary shares or preference shares or other kinds of shares or stock (equity Securities or equities), that are the subject of the purchase and sale Transaction as specified in the related Confirmation;

Seller means for any Transaction, either you or us acting as seller of Securities as specified in the related Confirmation;

Spot Rate, where an amount in one currency is to be converted into a second currency on any date, unless we otherwise agree, means the spot rate of exchange determined by us based on the relevant page on Bloomberg or, if that page is not published for the relevant day, the relevant page on Reuters, or, if that page is not published for the relevant day, as determined by us in a commercially reasonable manner;

TARGET2 means the Second Generation Trans-European Automated Real-time Gross Settlement Express Transfer System, or any other system that replaces it;

Term means, with respect to any Transaction, the interval of time commencing with the Purchase Date and ending with the Repurchase Date;

Termination, with respect to any Transaction, refers to the requirement with respect to such Transaction for the Buyer to sell Equivalent Securities against payment by the Seller of the Repurchase Price in accordance with clause 3.8, and reference to a Transaction having a fixed term or being terminable upon demand shall be construed accordingly;

Transaction means a repurchase transaction;

Transaction Exposure means, with respect to any Transaction at any time during the period from the Purchase Date to the Repurchase Date (or, if later, the date on which Equivalent Securities are delivered to the Seller or the Transaction is terminated due to an Event of Default), the amount E determined as a result of formula E = R - V, where:

R = the Repurchase Price at such time;

V = the Adjusted Value of Equivalent Securities at such time or, where a Transaction relates to Securities of more than one description or to which different haircuts apply, the sum of the Adjusted Values of the Securities of each such description.

For this purpose the 'Adjusted Value' of any Securities is their value determined on the basis of the formula:

V = MV * (1 - H) = MV / MR, where:

MV = the Market Value of Equivalent Securities at such time;

H = the haircut for the relevant Securities, if any, as notified by us to you from time to time, being a discount from the Market Value of the Securities; MR = the applicable Margin Ratio;

If E is greater than zero, the Buyer has a Transaction Exposure equal to E and if E is less than zero, the Seller has a Transaction Exposure equal to the absolute value of E.

2. General

Subject to this Schedule, we and you as either Buyer or Seller may agree to enter into a binding oral or written agreement, whereby the Seller agrees to sell to the Buyer Securities against the payment of the Purchase Price by the Buyer to the Seller, with a simultaneous agreement by the Buyer to sell to the Seller Equivalent Securities, at a certain date or on demand against the payment of the Repurchase Price by the Seller to the Buyer, when they agree on the material terms of the Transaction.

3. Initiation, Confirmation and Termination

3.1. A Transaction may be entered into orally or in writing at the initiation of either party.

3.2. You may enter into an Agency Transaction if, but only if you specify that Transaction as an Agency Transaction at the time when you enter into it.

3.3. Upon agreeing to enter into a Transaction hereunder, we shall promptly send to you a Confirmation of such Transaction. In the case of a Transaction initially agreed in hard copy form, you and we shall execute a single written document that by itself will constitute a Confirmation and no further confirmation of such Transaction will be required.

3.4. A Confirmation shall describe the Purchased Securities (including CUSIP or ISIN or other identifying number or numbers, if any), identify the Buyer and the Seller and set forth –

(i) the Purchase Date;
(ii) the Purchase Price;
(iii) the Repurchase Date, unless the Transaction is to be terminable on demand (in which case the Confirmation shall state that it is terminable on demand);
(iv) the Pricing Rate applicable to the Transaction;
(v) the Margin Ratio or Haircut;
(vi) the Maximal Transaction Exposure;

(vii) in respect of each party the details of the settlement account(s) to the Transaction;

(viii) any additional terms or conditions of the Transaction;

(ix) and may be in the form to which the parties agree.

3.5. The Confirmation relating to any Forward Transaction may describe the Purchased Securities by reference to a type or class of Securities, which, without limitation, may be identified by issuer or class of issuers and a maturity or range of maturities. Where this clause applies, we shall agree with you actual Purchased Securities not less than two Business Days before the Purchase Date and we shall promptly deliver to you a Confirmation, which shall describe such Purchased Securities.

3.6. In respect of any Transaction, the terms of this Schedule, the General Terms and the Confirmation shall together constitute a single, integrated agreement between you and us and conclusive evidence of the terms between you and us for that Transaction. The terms of this Schedule shall be incorporated by reference into any Confirmations. In the event of any conflict between the terms of this Schedule and the General Terms, this Schedule shall prevail. In the event of any conflict between the terms of this Schedule and the Confirmation, the Confirmation shall prevail.

3.7. Each Agency Transaction shall be a Transaction between the relevant Principal and us and no person other than the relevant Principal and us shall be a party to or have any rights or obligations under an Agency Transaction. Without limiting the foregoing, you shall not be liable as principal for the performance of an Agency Transaction, but this is without prejudice to any liability you have under any other provision of these Terms.

3.8. All the provisions of this Schedule shall apply separately as between us and each Principal for whom you have entered into an Agency Transaction or Agency Transactions as if each such Principal were a party to a separate agreement with us in all respects identical with this Schedule.

3.9. You undertake that if, at the time of entering into an Agency Transaction, you have not allocated the Transaction to a Principal, you will allocate the Transaction before the Purchase Date for that Transaction either to a single Principal or to several Principals, each of whom shall be responsible for only that part of the Transaction which has been allocated to it. Promptly following such allocation, you shall notify us in writing of the Principal or Principals to which that Transaction or part of that Transaction has been allocated.

3.10. Upon allocation of a Transaction in accordance with clause 3.9 above, with effect from the date on which the Transaction was entered into:

(i) where the allocation is to a single Principal, the Transaction shall be deemed to have been entered into between us and that Principal; and

(ii) where the allocation is to two or more Principals, a separate Transaction shall be deemed to have been entered into between us and each such Principal with respect to the appropriate proportion of the Purchased Securities.

3.11. The foregoing provisions do not affect the operation of this Schedule as between you and us in respect of any Transactions into which you may enter on your own account as a principal.

3.12. On the Purchase Date for a Transaction, the Seller shall transfer the Purchased Securities to the Buyer or its agent against the payment of the Purchase Price by the Buyer in accordance with clause 6.2.

3.13. Termination of a Transaction will be effected, in the case of on demand Transactions, on the date specified for Termination in such demand, and, in the case of fixed term Transactions, on the date fixed for Termination.

3.14. In the case of on demand Transactions, demand for Termination shall be made by the Buyer or the Seller, by telephone or otherwise, and shall provide for Termination to occur after not less than the minimum period as is customarily required for the settlement or delivery of money or Equivalent Securities of the relevant kind.

3.15. On the Repurchase Date, the Buyer shall transfer to the Seller or its agent Equivalent Securities against the payment of the Repurchase Price by the Seller (less any amount then payable and unpaid by the Buyer to the Seller pursuant to clause 5).

3.16. Where we have agreed with you in relation to a Transaction that we shall, acting as agent, procure the payment of the Purchase or Repurchase Price or the delivery of Securities or Equivalent Securities on your behalf, we will do so provided that we receive the Purchase or Repurchase Price to be so paid or Securities or Equivalent Securities to be so delivered on or before the Purchase or Repurchase Date.

3.17. Before the Purchase Date with respect to any Transaction, a Transaction may be terminated orally or in writing at the initiation of either party. Upon agreeing to terminate a Transaction hereunder we shall promptly send to you a cancellation notice. Such notice shall be subject to the terms of this Schedule and the Terms of Business and shall, in the absence of manifest error, be conclusive and binding on you, unless we receive written detailed objection within twenty four hours of dispatch to you at the correct address. A cancellation notice, once not objected by you shall be conclusive evidence of termination of the Transaction and shall supersede all prior oral statements with respect thereto.

4. Margin Maintenance

4.1. If at any time either party has a Net Exposure (as defined in clause 4.3 below) in respect of the other party it may by notice to the other party require the other party to make a Margin Transfer to it of an aggregate amount or value at least equal to that Net Exposure.

4.2. A notice under clause 4.1 above may be given orally or in writing.

4.3. For the purposes of this Schedule a party has a Net Exposure in respect of the other party if the aggregate of all the first party's Transaction Exposures plus any amount payable to the first party under clause 5 but unpaid less the amount of any Net Margin provided to the first party exceeds the aggregate of all the other party's Transaction Exposures plus any amount payable to the other party under clause 5 but unpaid less the amount of any Net Margin provided to the other party; and the amount of the Net Exposure is the amount of the excess. For this purpose any amounts not denominated in the Base Currency shall be converted into the Base Currency at the Spot Rate prevailing at the relevant time.

4.4. To the extent that a party calling for a Margin Transfer has previously paid Cash Margin which has not been repaid or delivered Margin Securities in respect of which Equivalent Margin Securities have not been delivered to it or cash amount equivalent to Equivalent Margin Securities has not been paid, that party shall be entitled to require that such Margin Transfer be satisfied first by the repayment of such Cash Margin or the delivery of Equivalent Margin Securities but, subject to this, the composition of a Margin Transfer shall be at the option of the party making such Margin Transfer. Notwithstanding the above, we shall be entitled, when calling for a Margin Transfer, to require you to satisfy the Margin Transfer by payment of Cash Margin.

4.5. Any Cash Margin transferred shall be in the Base Currency or such other currency as determined by us in our sole and absolute discretion.

4.6. A payment of Cash Margin shall give rise to a debt owing from the party receiving such payment to the party making such payment. Such debt shall bear interest payable at such times, as may be agreed

between you and us, and shall be repayable subject to the terms of this Schedule. Interest rate on Cash Margin in respect of the relevant currency shall be determined for each day cash is held by the transferee (and if it is not a Business Day, for the Business Day immediately preceding such day) as follows, unless we agree otherwise in writing prior to the payment of the relevant Cash Margin:

(a) for USD, the overnight Federal Funds Effective Rate as reported under column EFF on Bloomberg Page FEDL01.

(b) for EUR, the overnight rate as published by the European Central Bank and reported on Bloomberg page EONIA Index.

(c) for GBP, the SONIA rate appearing opposite SONIO/N as reported on Bloomberg page SONIO Index.

(d) for RUB, the MOSPRIME overnight rate as reported on Bloomberg page MOSKON Index.

(e) for other currencies not mentioned above in this clause, the interest rate as may be determined by us in our sole and absolute discretion.

4.7. Where the Seller or the Buyer becomes obliged under clause 4.1 above, to make a Margin Transfer, it shall transfer Cash Margin or Margin Securities or Equivalent Margin Securities within the following time periods, unless otherwise agreed:

(i) by the end of the same Business Day if notice is given prior to 09:00 a.m. UTC;

or

(ii) by the end of the next Business Day, if notice is given after 09:00 a.m. UTC.

4.8. Where a party (**transferor**) becomes obliged to transfer Equivalent Margin Securities and, having made all reasonable efforts to do so, is, for any reason relating to the Securities or the clearing system through which the Securities are to be transferred, unable to transfer Equivalent Margin Securities then the transferor shall immediately but not later than within the time period specified in clause 4.7 above, pay to the other party Cash Margin at least equal to the Market Value of such Equivalent Margin Securities.

4.9. Unless you expressly allocates a Margin Transfer before such time, you shall, at the time of making or receiving that Margin Transfer, be deemed to have allocated any Margin Transfer in accordance with clause 4.14 below.

4.10. If you have made a Margin Transfer on behalf of more than one Pooled Principal, that Margin Transfer shall be allocated in proportion to our Net Transaction Exposure in respect of each Pooled Principal at your close of business on the Business Day before the Margin Transfer is made, and if you have received a Margin Transfer on behalf of more than one Pooled Principal, that Margin Transfer shall be allocated in proportion to each Pooled Principal's Net Transaction Exposure in respect of us at your close of business on the Business Day before the Margin Transfer is made.

4.11. Clauses 4.9 and 4.10 above shall not apply in respect of any Margin Transfer, which is effected or deemed to have been effected under clause 4.14 below.

4.12. Where you acts on behalf of more than one Principal, we may agree that, as regards outstanding Transactions with those Principals, or with such of those Principals as we may agree (**Pooled Principals**, such Transactions being **Pooled Transactions**), any Margin Transfers are to be made on an aggregate net basis.

4.13. Clauses 4.14 to 4.16 below shall have effect for the purpose of ensuring that Margin is, so far as is practicable, transferred and held uniformly, as between the respective Pooled Principals, in respect of all Pooled Transactions for the time being outstanding under this Schedule.

4.14. At or as soon as practicable after your close of business on each Business Day, on which Pooled Transactions are outstanding (or at such other times as we may from time to time agree) there shall be effected such Margin Transfers as shall ensure that immediately thereafter:

(i) in respect of all Pooled Principals, which have a Net Transaction Exposure to us, the amount of Cash Margin then repayable, and the amount of Equivalent Margin Securities of each description then deliverable, by each such Pooled Principal is equal to such proportion of the aggregate amount of Cash Margin repayable, or the aggregate amount of such Equivalent Margin Securities deliverable, by all such Pooled Principals as corresponds to the proportion which the Net Transaction Exposure of the relevant Pooled Principal bears to the aggregate of the Net Transaction Exposures of all Pooled Principals to us; and

(ii) in respect of all Pooled Principals, to which we have a Net Transaction Exposure, the aggregate amount of Cash Margin then repayable, and the aggregate amount of Equivalent Margin Securities of each description then deliverable, to each such Pooled Principal is equal to such proportion of the aggregate amount of Cash Margin repayable, or the aggregate amount of such Equivalent Margin Securities deliverable, to all such Pooled Principals as corresponds to the proportion which our Net Transaction Exposure to the relevant Pooled Principal bears to the aggregate of our Net Transaction Exposures to all Pooled Principals.

4.15. Margin Transfers effected under clause 4.14 above shall be effected (and if not so effected shall be deemed to have been so effected) by appropriations made by you and shall be reflected by entries in accounting and other records maintained by you. Accordingly, it shall not be necessary for payments of cash or deliveries of Securities to be made through any settlement system for the purpose of such Margin Transfers. Without limiting the generality of the foregoing, you are hereby authorised and instructed by us to do all such things on our behalf as may be necessary or expedient to effect and record the receipt on our behalf of cash and Securities from, and the delivery on our behalf of cash and Securities to, Pooled Principals in the course or for the purposes of any Margin Transfer effected under that clause.

4.16. Promptly following the Margin Transfers effected under clause 4.14 above at the close of business on any Business Day, you shall prepare a statement showing in respect of each Pooled Principal the amount of Cash Margin which has been paid, and the amount of Margin Securities and Equivalent Margin Securities of each description which have been transferred, by or to that Pooled Principal immediately after those Margin Transfers. If we so request, you shall promptly deliver to us a copy of the statement so prepared.

4.17. We may agree that any Net Exposure which may arise on the Purchase Date or later shall be eliminated not by Margin Transfers under the preceding provisions of this clause but by the repricing of Transactions under clause 4.18 below, the adjustment of Transactions under clause 4.19 below or a combination of both these methods.

4.18. Where we agree that a Transaction is to be repriced under this clause, such repricing shall be effected as follows:

(i) the Repurchase Date under the relevant Transaction (**Original Transaction**) shall be deemed to occur on the date on which the repricing is to be effected (**Repricing Date**);

(ii) the parties shall be deemed to have entered into a new Transaction (**Repriced Transaction**) on the terms set out in (iii) to (vi) below;

(iii) the Purchased Securities under the Repriced Transaction shall be Securities equivalent to the Purchased Securities under the Original Transaction;

(iv) the Purchase Date under the Repriced Transaction shall be the Repricing Date;

(v) the Purchase Price under the Repriced Transaction shall be such amount as shall, when multiplied by the Margin Ratio applicable to the Original Transaction, be equal to the Market Value of such Securities on the Repricing Date;

(vi) the Repurchase Date, the Pricing Rate, the Margin Ratio and, subject as aforesaid, the other terms of the Repriced Transaction shall be identical to those of the Original Transaction;

(vii) the obligations with respect to the delivery of the Purchased Securities and the payment of the Purchase Price under the Repriced Transaction shall be set off against their obligations with respect to the delivery of Equivalent Securities and payment of the Repurchase Price under the Original Transaction and accordingly only a net cash sum shall be paid by one party to the other.

Such net cash sum shall be paid within the minimum period specified in clause 4.7 above.

4.19. The adjustment of a Transaction (**Original Transaction**) under this clause shall be effected by you and us agreeing that on the date on which the adjustment is to be made (**Adjustment Date**) the Original Transaction shall be terminated and they shall enter into a new Transaction (**Replacement Transaction**) in accordance with the following provisions:

(i) the Original Transaction shall be terminated on the Adjustment Date on such terms as we shall agree with you on or before the Adjustment Date;

(ii) the Purchased Securities under the Replacement Transaction shall be such Securities as we shall agree with you on or before the Adjustment Date (being Securities the aggregate Market Value of which at the Adjustment Date is substantially equal to the Repurchase Price under the Original Transaction at the Adjustment Date multiplied by the Margin Ratio applicable to the Original Transaction);

(iii) the Purchase Date under the Replacement Transaction shall be the Adjustment Date;

(iv) the other terms of the Replacement Transaction shall be such as we shall agree with you on or before the Adjustment Date; and

(v) the obligations with respect to payment and delivery of Securities on the Adjustment Date under the Original Transaction and the Replacement Transaction shall be settled in accordance with clause 6 within the minimum period specified in clause 4.7 above.

4.20. At any time between the Forward Repricing Date and the Purchase Date for any Forward Transaction we may agree with you either –

(i) to adjust the Purchase Price under that Forward Transaction; or

(ii) to adjust the number of Purchased Securities to be sold by Seller to Buyer under that Forward Transaction.

4.21. Where we agree to an adjustment under clause 4.20 above, we shall promptly deliver to you a Confirmation of the Forward Transaction, as adjusted under clause 4.20 above.

5. Income Payment and Corporate Actions

5.1. Unless otherwise agreed –

(a) where: (i) the Term of a particular Transaction extends over an Income Payment Date in respect of any Securities subject to that Transaction; or (ii) an Income Payment Date in respect of any such Securities occurs after the Repurchase Date but before Equivalent Securities have been delivered to the Seller or, if earlier, the occurrence of the termination of the Transaction due to an Event of Default then the Buyer shall on the date such Income is paid by the issuer transfer to or credit to the account of the Seller an amount equal to (and in the same currency as) the amount paid by the issuer;

(b) where Margin Securities are transferred from one party (**first party**) to the other party (**second party**) and an Income Payment Date in respect of such Securities occurs before Equivalent Margin Securities are transferred or a Cash Margin at least equal to the Market Value of such Equivalent Margin Securities is paid by the second party to the first party, the second party shall on the date such income is paid by the issuer transfer to or credit to the account of the first party an amount equal to (and in the same currency as) the amount paid by the issuer;

and for the avoidance of doubt references in this clause to the amount of any Income paid by the issuer of any Securities shall be to an amount paid without any withholding or deduction for or on account of taxes or duties notwithstanding that a payment of such Income made in certain circumstances may be subject to such a withholding or deduction.

5.2. Unless otherwise agreed –

(a) where the Purchased Securities the subject of a Transaction consist of or include equities in respect of which an Income Payment Date would, but for this provision, occur during the Term of such Transaction, the Seller shall seek to effect a substitution of such equities in accordance with clause 8.1 before the Notice Date referred to in clause 5.3, but if such a substitution has not been effected by that date then Termination of such Transaction shall, provided that the Seller has notified the Buyer of such Termination in accordance with clause 5.3, occur on, and, accordingly, the Repurchase Date of such Transaction shall fall on, the Business Day immediately preceding such Income Payment Date.

(b) except to the extent that Equivalent Margin Securities in respect of the relevant Margin Securities have already been transferred or a Cash Equivalent Amount has already been paid, where one party (**transferor**) has transferred Margin Securities which are equities to the other (**transferee**) then, on the Business Day preceding the next Income Payment Date in respect of such Margin Securities, the transferee shall transfer to the transferor Equivalent Margin Securities in respect of such Margin Securities in exchange for new Margin Securities as if such transfers were made pursuant to a request under clause 8.4 to which the transferee had agreed; provided that (i) the transferor has given notice to the transferee in accordance with clause 5.3 of the application of this clause 5.2(b) and (ii) the transferor has provided reasonable details to the transferee of the Margin Securities in question, the relevant Income Payment Date and the new Margin Securities to be exchanged for such Equivalent Margin Securities and the transferee has indicated to the transferor that such new Margin Securities are acceptable to it.

5.3. Any notice given pursuant to clause 5.2 above shall not be valid unless given so as to be effective, at the latest, one hour before the close of business on the last Business Day (**Notice Date**) on which the recipient would customarily be required to initiate settlement of the securities to be transferred by it

pursuant to such notice in order for settlement to take place on the Business Day immediately preceding the relevant Income Payment Date. Nothing in clause 5.2 shall prejudice any entitlement of either party to terminate a Transaction in any other manner permitted by this Schedule.

5.4. Unless otherwise agreed between you and us, where (notwithstanding, and without prejudice to, clause 5.2 and 5.3 above) Equivalent Securities in respect of Purchased Securities which are equities or, as the case may be, Equivalent Margin Securities or a Cash Equivalent Amount in respect of Margin Securities which are equities have not been transferred, or paid, as the case may be, by the Buyer to the Seller or the transferee to the transferor prior to an Income Payment Date in respect of such Securities, then clause 5.1 above shall not apply (if it otherwise would) in respect of such Securities, and the Buyer shall or, as the case may be, the transferee shall, on the date Income is paid by the issuer of those Securities, transfer to or credit to the account of the Seller or, as the case may be, the transferor -

(a) an amount equal to (and in the same currency as) so much of such Income attributable to such Securities as the Buyer or the transferee is (if it is the holder of such Securities on such Income Payment Date) or would have been (if it had been the holder of such Securities on such Income Payment Date) paid in cash by the issuer to the holder; and

(b) an amount equal to such amount, if any, in respect of tax or tax benefit as the Buyer or the transferee is (if it is the holder of such Securities on such Income Payment Date) or would have been (if it had been the holder of such Securities on such Income Payment Date) entitled to claim or recover in cash from the issuer's jurisdiction in respect of such Income payment;

provided that, unless otherwise agreed between you and us, if the Buyer or, as the case may be, the transferee has failed to make reasonable efforts to transfer the relevant Equivalent Securities or Equivalent Margin Securities prior to such Income Payment Date in circumstances where the proviso to clause 5.2(a) above or, as the case may be, clause 5.2(b) has been satisfied or where an Income Payment Date occurs after the Repurchase Date but before Equivalent Securities have been delivered to the Seller or, if earlier, the occurrence of an early Termination date, then, instead of transferring or crediting the amount referred to in clauses (a) and (b) of this clause 5.4, the Buyer or, as the case may be, the transferee shall indemnify the Seller or, as the case may be, the transferor in respect of any cost, loss (including for the avoidance of doubt the amount of Income that would have been paid to Seller or, as the case may be, the transferor if it had been the holder of such Securities on such Income Payment Date) or damage (excluding, for the avoidance of doubt, any consequential loss or damage) suffered by such person which it would not have suffered had the relevant Equivalent Securities or Equivalent Margin Securities been transferred prior to such Income Payment Date.

5.5. In relation to Purchased Securities or Margin Securities which are equities (and in respect of which Equivalent Securities or, as the case may be, Equivalent Margin Securities have not been transferred or a Cash Margin paid pursuant to clause 4.8 above) the Buyer, in the case of Purchased Securities, or the transferee, in the case of Margin Securities, shall notify the other party, within a reasonable time after the date on which a holder of such Securities would in the normal course have received such notice from the issuer or upon request, of any notice issued by the issuer of such Securities to the holders of such Securities relating to any proposed conversion, sub-division, consolidation, takeover, pre-emption, option or other similar right or event affecting such Securities or of any Income payment declared in respect of such Securities. Whether or not such notice is received from the first party, the other party may –

(a) where the relevant Securities are Purchased Securities, cause the Transaction to be terminated in accordance with clauses 3.6 to 3.8 of this Schedule as if the Transaction were an on demand

Transaction or, where the relevant Securities are Margin Securities, request that Equivalent Margin Securities be transferred in respect of such Securities to clause 8.4 of this Schedule; and/or (as appropriate);

(b) within a reasonable time before the latest time for the exercise of the right or option give written notice to the first party that on redelivery of Equivalent Securities or Equivalent Margin Securities, as the case may be, it wishes to receive Equivalent Securities or Equivalent Margin Securities in such form as will arise if the right is exercised or, in the case of a right which may be exercised in more than one manner, is exercised as is specified in such written notice; provided that if any sum is required to be paid by a holder of the securities to the issuer or any other person in order to exercise such rights, the other party shall pay to the first party an amount equal to such sum.

5.6. Subject as otherwise provided in this Schedule or as otherwise agreed between you and us, where the Income paid or distributed by the issuer of Purchased Securities or Margin Securities is not in the form of money but is in the form of other property, the obligation of a party under clause 5 to pay to the other party an amount equal to the amount paid by the issuer shall be construed as an obligation to transfer property equivalent to that distributed by the issuer.

5.7. Where any voting rights fall to be exercised in relation to any Purchased Securities or Margin Securities which are equities and in respect of which Equivalent Securities or, as the case may be, Equivalent Margin Securities have not been transferred or a Cash Margin has not been paid pursuant to clause 4.8 above, neither the Buyer, in the case of Purchased Securities, nor the transferee, in the case of Margin Securities, shall have any obligation to arrange for voting rights of that kind to be exercised in accordance with the instructions of the other party in relation to such Purchased Securities or Margin Securities, unless otherwise agreed between you and us.

6. Payment and Transfer

6.1. The Seller shall promptly pay and account for any transfer or similar duties or taxes chargeable in connection with the transfer of Purchased Securities, which are equities and any Equivalent Securities in respect thereof and shall reimburse to the Buyer the amount of any liability incurred by it as a result of Seller's failure to do so. Where Margin Securities which are equities are transferred by one party to the other, the transferor (first party) shall promptly pay and account for any transfer or similar duties or taxes chargeable in connection with such transfer as well as in connection with any subsequent transfer by the transferee (second party) of Equivalent Margin Securities in respect thereof to the first party and shall reimburse to the second party the amount of any liability incurred by the second party as a result of the first party's failure to do so.

6.2. Unless otherwise agreed in writing between you and us, under each Transaction transfer of Purchased Securities by the Seller and payment of Purchase Price by the Buyer against the transfer of such Purchased Securities shall be made simultaneously and transfer of Equivalent Securities by the Buyer and payment of Repurchase Price payable by the Seller against the transfer of such Equivalent Securities shall be made simultaneously.

6.3. Subject to and without prejudice to the provisions of clause 6.2, either party may from time to time in accordance with market practice and in recognition of the practical difficulties in arranging simultaneous delivery of Securities and money waive in relation to any Transaction its rights under this Schedule to receive simultaneous transfer and/or payment provided that transfer and/or payment shall,

notwithstanding such waiver, be made on the same day and provided also that no such waiver in respect of one Transaction shall affect or bind it in respect of any other Transaction.

6.4. Unless otherwise agreed, where any Purchased Securities, Equivalent Securities, Margin Securities or Equivalent Margin Securities which are equities are transferred through a settlement system which automatically generates a mandatory payment or delivery, or a mandatory obligation to pay or deliver, against the transfer of such Securities, then –

(a) such automatically generated payment, delivery or obligation shall be treated as a payment or delivery by the transferee to the transferor, and except to the extent that it is applied to discharge an obligation of the transferee to effect a payment or delivery, such payment or delivery, or obligation to pay or deliver, shall be deemed to be a Margin Transfer made by the transferee; and

(b) unless we shall have agreed with you otherwise, the party receiving such Margin Transfer shall cause to be made to the other party for value the same day either, where such Margin Transfer is a payment, an irrevocable payment in the amount of such Margin Transfer or, where such Margin Transfer is a delivery, an irrevocable delivery of Securities (or other property, as the case may be) equivalent thereto.

6.5. Notwithstanding the use of expressions such as 'Repurchase Date', 'Repurchase Price', 'margin', 'Net Margin', 'Margin Ratio' and 'substitution', which are used to reflect terminology used in the market for transactions of the kind provided for in this Schedule, all right, title and interest in and to Securities and money transferred or paid under this Schedule shall pass to the transferee upon transfer or payment, the obligation of the party receiving Purchased Securities or Margin Securities being an obligation to transfer Equivalent Securities or Equivalent Margin Securities.

6.6. Time shall be of the essence in this Schedule.

7. Contractual Currency

7.1. All the payments made in respect of the Purchase Price or the Repurchase Price of any Transaction shall be made in the Contractual Currency. Notwithstanding the foregoing, the payee of any money may, at its option, accept tender thereof in any other currency, provided, however, that, to the extent permitted by applicable law, the obligation of the payer to pay such money will be discharged only to the extent of the amount of the Contractual Currency that such payee may, consistent with normal banking procedures, purchase with such other currency (after deduction of any premium and costs of exchange) for delivery within the customary delivery period for spot transactions in respect of the relevant currency.

7.2. If for any reason the amount in the Contractual Currency received by a party, including amounts received after conversion of any recovery under any judgment or order expressed in a currency other than the Contractual Currency, falls short of the amount in the Contractual Currency due and payable, the party required to make the payment will, as a separate and independent obligation, to the extent permitted by applicable law, immediately transfer such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall.

7.3. If for any reason the amount in the Contractual Currency received by a party exceeds the amount of the Contractual Currency due and payable, the party receiving the transfer will refund promptly the amount of such excess.

8. Substitution

8.1. A Transaction may at any time between the Purchase Date and Repurchase Date, if the Seller so requests and the Buyer so agrees, be varied by the transfer by the Buyer to the Seller of Securities equivalent to the Purchased Securities, or to such of the Purchased Securities as shall be agreed, in exchange for the transfer by the Seller to the Buyer of other Securities of such amount and description as shall be agreed (New Purchased Securities) (being Securities having a Market Value at the date of the variation at least equal to the Market Value of the Equivalent Securities transferred to the Seller).

8.2. Any variation under clause 8.1 above shall be effected, subject to clause 6.3, by the simultaneous transfer of the Equivalent Securities and New Purchased Securities concerned.

8.3. A Transaction which is varied under clause 8.1 above shall thereafter continue in effect as though the Purchased Securities under that Transaction consisted of or included the New Purchased Securities instead of the Securities in respect of which Equivalent Securities have been transferred to Seller.

8.4. Where either party has transferred Margin Securities to the other party it may at any time before Equivalent Margin Securities are transferred to it under clause 4 request the other party to transfer Equivalent Margin Securities to it in exchange for the transfer to the other party of new Margin Securities having a Market Value at the time at which the exchange is agreed at least equal to that of such Equivalent Margin Securities. If the other party agrees to the request, the exchange shall be effected, subject to clause 6.3, by the simultaneous transfer of the Equivalent Margin Securities and new Margin Securities concerned. Where either or both of such transfers is or are effected through a settlement system in circumstances which under the rules and procedures of that settlement system give rise to a payment by or for the account of one party to or for the account of the other party, you and we shall cause such payment or payments to be made outside that settlement system, for value the same day as the payments made through that settlement system, as shall ensure that the exchange of Equivalent Margin Securities and new Margin Securities effected under this clause does not give rise to any net payment of cash by either party to the other.

9. Forward Transactions

9.1. With respect to any Forward Transaction we may additionally agree with you that the below provisions will apply.

9.1.1. **Transaction Exposure** means:

(a) with respect to any Forward Transaction at any time between the Forward Repricing Date and the Purchase Date, the difference between (A) the Market Value of the Purchased Securities at the relevant time and (B) the Purchase Price.

If (A) is greater than (B), the Buyer has a Transaction Exposure for that Transaction equal to the excess, and if (B) is greater than (A), the Seller has a Transaction Exposure to Buyer equal to the excess;

(b) with respect to any Transaction at any time during the period from the Purchase Date to the Repurchase Date (or, if later, the date on which Equivalent Securities are delivered to the Seller or the Transaction is terminated due to an Event of Default), the amount 'E' determined as a result of formula E = R - V, where:

R = the Repurchase Price at such time;

V = the Adjusted Value of Equivalent Securities at such time or, where a Transaction relates to Securities of more than one description or to which different haircuts apply, the sum of the Adjusted Values of the Securities of each such description.

For this purpose the 'Adjusted Value' of any Securities is their value determined on the basis of the formula:

V = MV * (1 - H) = MV / MR, where:

MV = the Market Value of Equivalent Securities at such time;

H = the haircut for the relevant Securities, if any, as notified by us to you from time to time, being a discount from the Market Value of the Securities; MR = the applicable Margin Ratio;

If E is greater than zero, the Buyer has a Transaction Exposure equal to E and if E is less than zero, the Seller has a Transaction Exposure equal to the absolute value of E."

9.1.2. In clause 4.3 –

(a) the words 'any amount payable to the first party under clause 5 but unpaid' are deleted and replaced by 'any amount which will become payable to the first party under clause 5 during the period after the time at which the calculation is made which is equal to the minimum period for the delivery of margin applicable under clause 4.7 or which is payable to the first party under clause 5 but unpaid'; and

(b) the words 'any amount payable to the other party under clause 5 but unpaid' are deleted and replaced by 'any amount which will become payable to the other party under clause 5 during the period after the time at which the calculation is made which is equal to the minimum period for the delivery of margin applicable under clause 4.7 or which is payable to the other party under clause 5 but unpaid'.