

**TBMA/ISMA GLOBAL MASTER REPURCHASE AGREEMENT (2011 VERSION)
RUSSIAN ANNEX**

**Supplemental Terms and Conditions for Transactions to be entered into with Russian
entities**

This Annex constitutes an Annex to the TBMA/ISMA Global Master Repurchase Agreement (the “**Agreement**”).

1. Scope

Paragraph 3 of this Annex applies where at least one of the parties to the Agreement is an entity established and existing under the laws of the Russian Federation (a **Russian Counterparty**).

2. Interpretation

2.1 Paragraph references are to paragraphs in the Agreement unless otherwise set out in this Annex.

2.2 In the event of any conflict between the terms and conditions of this Annex and any other term of the Agreement or any Annex to the Agreement, the terms in this Annex shall prevail.

3. Amendments to the Agreement

(a) Paragraph 2(a) shall be amended by adding the following text at the end of paragraph 2(a):

“and, in addition, with respect to a Russian Counterparty only, upon –

- (A) its financial condition meeting the insolvency (bankruptcy) criteria and/or constituting a ground for institution of bankruptcy prevention measures provided for in, or the institution of the bankruptcy prevention measures with respect to it in accordance with, the laws of the Russian Federation; or
- (B) appointment by the Central Bank of the Russian Federation (the “CBR”) or any other relevant governmental, regulatory or supervisory body in or of the Russian Federation, as the case may be, of a temporary administration (*vremennaya administratsiya*) or institution of financial rehabilitation (*finansovoe otdorovlenie*) with respect to it; or
- (C) filing of a petition (including by the temporary administration on its behalf) with the CBR or any relevant governmental, regulatory or supervisory body in or of the Russian Federation for revocation, suspension or cancellation of its banking licence, general insurance licence or professional

securities market participant licence (as appropriate) or, with respect to credit organisations only, the CBR appointing an authorised representative, requiring its reorganisation or the replacement of any members of its board of directors (supervising board) or executives; or

- (D) the revocation, cancellation or suspension by the CBR of its banking licence; or
- (E) commencement of the bankruptcy proceedings, including supervision (*nabludenie*), financial rehabilitation (*finansovoe ozdorovlenie*), external management (*vneshnee upravlenie*) or liquidation procedure (*konkursnoe proizvodstvo*), as the case may be; or
- (F) the declaration of it insolvent by a state commercial (*arbitrazhny*) court and (or) the commencement of liquidation procedure (*konkursnoe proizvodstvo*);
- (G) the revocation, cancellation or suspension by the relevant governmental, regulatory or supervisory body in or of the Russian Federation of its general insurance licence or professional securities market participant licence (as appropriate);
- (H) its taking any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or
- (I) its liquidation, dissolution, or winding-up; or
- (J) any other analogous steps, actions or procedures applicable to it provided for in the legislation of the Russian Federation.”

(b) Sub-paragraph 2(vv) shall be deleted in its entirety and replaced with the following:

“Termination”, with respect to any Transaction,

- (A) If no Early Termination Date has occurred or has been designated pursuant to sub-paragraph 10(b), refers to the requirement, with respect to such Transaction, for Buyer to sell Equivalent Securities against payment by Seller of the Repurchase Price in accordance with paragraph 3(f); and
- (B) If an Early Termination Date has occurred or has been designated pursuant to sub-paragraph 10(b), refers to the requirement for the relevant party to pay the Early Termination Amount (if any),

and reference to a Transaction having a "fixed term" or being "terminable upon demand" shall be construed accordingly.”

- (c) Sub-paragraph 3(a) shall be amended by deleting the words “orally or”.
- (d) Sub-paragraph 3(d) shall be deleted in its entirety and replaced with the following:
“Termination of a Transaction will be effected:

(i) in the case of on demand Transactions, on the date specified for Termination in such demand, and

(ii) in the case of fixed term Transactions, on the date fixed for Termination,

except in each case where sub-paragraph 10(b) hereof applies, in which case Termination of a Transaction will be effected on the Early Termination Date.”
- (e) Sub-paragraph 4(f) shall be deleted in its entirety and replaced with the following:

“A payment of Cash Margin shall not give rise to a debt owing from the party receiving such payment to the party making such payment. The party making such payment shall have no claim with respect to the repayment thereof. Notwithstanding the foregoing, nothing herein shall limit the right of the party making such payment to require the other party to pay Cash Margin if the first party has a Net Exposure as a result of any prior payment of Cash Margin or otherwise.

The Cash Margin Differential shall be payable with respect to the Net Cash Margin by a party holding such Net Cash Margin at such times as may be specified in the relevant Confirmation.

For the purposes hereof –

“Cash Margin Differential” means, as of any date, and with respect to the Net Cash Margin held by a party, the aggregate amount obtained by daily application of Cash Margin Rate specified in the relevant Confirmation to the Net Cash Margin held by such party (on a 360 day basis), for the actual number of days during the period commencing on (and including) the day the Net Cash Margin was paid and ending on (but excluding) the day on which such Net Cash Margin becomes zero or, if earlier, the Repurchase Date;

“Cash Margin Rate” has the meaning specified in the relevant Confirmation; and

“Net Cash Margin” held by a party at any time means the excess (if any) at that time of (i) the sum of the amounts of Cash Margin paid to that party (including Cash Margin Differential which has not been paid by such party) over (ii) the sum of the amounts of Cash Margin paid by that party to 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 relevant time.”
- (f) Sub-paragraph 4(h) shall be amended by replacing words “such Cash Margin shall not bear interest” with words “the Cash Margin Differential shall not be payable with respect to such Cash Margin”.
- (g) Sub-paragraph 6(f) shall be amended as follows:

- (i) by adding the words “*Cash Margin Differential*” after the words “*Margin Ratio*” in the second line of the sub-paragraph; and
 - (ii) by inserting the words “together with *Cash Margin Differential*” after the words “*Equivalent Securities or Equivalent Margin Securities*”.
- (h) Sub-paragraphs 10(b) to (d) shall be deleted in their entirety and replaced with the following:

“(b) If at any time an Event of Default (other than an Act of Insolvency specified under sub-paragraph 2(a)(D) or 2(a)(F)) with respect to a party occurs and is then continuing, the other party may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an early termination date (“*Early Termination Date*”) in respect of all outstanding Transactions.

If a notice designating an *Early Termination Date* is given under this sub-paragraph 10(b), all obligations of the parties with respect to all Transactions then outstanding will be terminated on the *Early Termination Date*, whether or not the relevant Event of Default is then continuing.

If at any time an Act of Insolvency which is specified in sub-paragraph 2(a)(D) or 2(a)(F) has occurred, an *Early Termination Date* with respect to all Transactions then outstanding will automatically occur on a day immediately preceding the day that such Act of Insolvency occurred (“*Automatic Early Termination*”).

- (c) If an *Early Termination Date* occurs, the amount, if any, payable by a party in respect of that *Early Termination Date* (“*Early Termination Amount*”) will be determined pursuant to sub-paragraph 10(d) below.
- (d) For the purposes of paragraph 10(c) above the *Early Termination Amount* shall be equal to A minus B where:

A equals the sum of the following amounts outstanding immediately prior to the *Early Termination Date* from Party A to Party B under all Transactions, unless expressly stated otherwise:

- (i) Default Market Values of the *Equivalent Securities and Equivalent Margin Securities* (if any);
- (ii) Repurchase Prices calculated to (but excluding) the *Early Termination Date*;
- (iv) Net Cash Margin held by Party A and relevant *Cash Margin Differential* calculated to (but excluding) the *Early Termination Date*;
- (v) any amounts pursuant to paragraph 5, which would have been payable as of the *Early Termination Date*;
- (vi) any other amounts owing or which would have been owing from Party A to Party B under this Agreement, other than any amounts representing any default interest or lost profit.

B equals the sum of the following amounts outstanding immediately prior to the Early Termination Date from Party B to Party A under all Transactions, unless expressly stated otherwise:

- (i) Default Market Values of the Equivalent Securities and Equivalent Margin Securities (if any);
- (ii) Repurchase Prices calculated to (but excluding) the Early Termination Date;
- (iii) Net Cash Margin held by Party B and relevant Cash Margin Differential calculated to (but excluding) the Early Termination Date;
- (iv) any amounts pursuant to paragraph 5, which would have been payable as of the Early Termination Date;
- (v) any other amounts owing or which would have been owing from Party B to Party A under this Agreement, other than any amounts representing any default interest or lost profit.

If the Early Termination Amount is a positive number, an amount equal to the Early Termination Amount shall be payable by Party A to Party B. If the Early Termination Amount is a negative number an amount equal to the Early Termination Amount shall be payable by Party B to Party A. In each case the Early Termination Amount shall be due and payable on the Business Day following the day on which notice of the Early Termination Amount payable given by the non-Defaulting Party is effective, provided that , to the extent permitted by applicable law, interest shall accrue on such amount on a 360 day, 365 day or other day basis in accordance with applicable market convention (or as otherwise agreed by the parties), for the actual number of days during the period from and including the Early Termination Date to, but excluding, the date of payment. For the purposes of calculating the Early Termination Amount all sums not denominated in the Base Currency shall be converted into the Base Currency on the relevant date at the Spot Rate prevailing at the relevant time.”