

## ADDENDUM TO THE MASTER SECURITIES LENDING AGREEMENT

This Addendum to the Master Securities Lending Agreement (the "Addendum") is entered into by and between \_\_\_\_\_ (the "Lender") and \_\_\_\_\_ (the "Borrower") to supplement certain provisions of the Master Securities and Lending Agreement (the "Agreement") entered into by the Lender and Borrower on \_\_\_\_\_, as follows:

### a. **Definition of Terms**

Unless stated in this Addendum or the context otherwise requires, all capitalized terms herein shall have the meanings ascribed to them in the Agreement.

### b. **Base Currency**

In connection with Sections 2.1 and 2.4 of the Agreement, the Base Currency shall mean \_\_\_\_\_.

### c. **Collateral**

In connection with Sections 2.1 and 5 of the Agreement, the Borrower shall deliver to the Lender Collateral in the form of:

- Letter of Credit;
- Cash Collateral;
- Eligible Collateral Securities

During the currency of a Loan, Collateral shall be marked to market daily on:

- an aggregated basis, as indicated in Section 5.4 of the Agreement;
- a loan by loan basis, as indicated in Section 5.5 of the Agreement.

### d. **Excess Collateral Rate**

In connection with Sections 2.1, 5.4(ii) or 5.5(ii) of the Agreement, as applicable, the Excess Collateral Rate shall mean \_\_\_\_\_.

### e. **Margin Rate**

In connection with Sections 2.1 and 5.4(i) of the Agreement, the Margin Rate shall mean \_\_\_\_\_.

### f. **Purpose of the Loan**

In connection with Section 3 of the Agreement, the Loaned Securities shall be used by the Borrower for the following purpose/s:

- Settlement of sale of Securities listed and traded in the PSE;
- Settlement of a future sale, whether agreed or not at the time the Loan is effected;
- Replacement in whole or in part of Securities obtained by the Borrower under another Master Securities Lending Agreement;
- On-lending of Loaned Securities to another Borrower who has effected another Master Securities Lending Agreement;
- Securities financing and Collateral pledging; and
- Other purposes, namely \_\_\_\_\_.

**g. Calculation of Lending Fee**

In connection with Section 7.1 of the Agreement, the Borrower shall pay the Lender a lending fee at the following rate or that shall be calculated in the following manner: \_\_\_\_\_

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**h. Reinvestment**

In connection with Section 7.2 of the Agreement, the Lender may invest the Cash Collateral provided by the Borrower in the following manner: \_\_\_\_\_

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**i. Principal**

In connection with Section 16.2(ii) of the Agreement regarding Agency Transactions, the Principal on whose behalf the Lender is acting is identified as \_\_\_\_\_.

**j. Term of the Agreement**

In connection with Section 17 of the Agreement, the Agreement shall be effective for a period of \_\_\_\_\_.

**k. Notices**

In connection with Section 21.1 of the Agreement, notices to the Lender shall be sent to:

Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Notices to the Borrower shall be sent to:

Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**l. Agent**

In connection with Section 24.4 of the Agreement, the Parties appoint the following as their agents to receive legal processes:

For the Lender:

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

For the Borrower:

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

*[Please indicate all other amendments to the MSLA template.]*

**m. Place of Arbitration**

In connection with Section 27(iv) of the Agreement, the Parties agree that arbitration shall be conducted exclusively in \_\_\_\_\_.

**n. Effect of Addendum**

The foregoing provisions interpret, and/or supplement the relevant provisions of the Agreement and shall form an integral part of the Agreement by and between the Parties. All other terms and conditions of the Agreement other than those specified in this Addendum shall remain in full force and effect, and the duties of each Party unchanged. In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall prevail.

**o. No Other Revisions**

Apart from the provisions of this Addendum, the Parties have not in any way altered, revised, supplemented or changed the terms of the Agreement, so that said Agreement conforms to the standard form Master Securities Lending Agreement posted by the PSE on its website on November 13, 2012.

The Parties represent and warrant that this Addendum contains a full, complete and accurate enumeration of the revisions made by the Parties to the Agreement. On the basis of the foregoing, third parties, including without limitation the PSE and government regulatory agencies, shall be entitled to rely on this Addendum as a full, complete and accurate enumeration of all amendments, supplements or revisions made by the Parties to the Agreement. The Parties recognize that one or both of them may be subject to such sanctions or penalties as may be imposed by the PSE or appropriate government regulatory agencies for their failure to indicate herein all revisions, supplements or amendments made to the Agreement.

IN WITNESS WHEREOF, this Addendum has been executed by the Parties on the \_\_\_ day of \_\_\_, 20\_\_, in \_\_\_\_\_ City.

**Lender**

By:

\_\_\_\_\_

**Name:**

**Position:**

**Company:**

**Borrower**

By:

\_\_\_\_\_

**Name:**

**Position:**

**Company:**

Signed in the presence of:

\_\_\_\_\_

**Name:**

**Position:**

**Company:**

\_\_\_\_\_

**Name:**

**Position:**

**Company:**

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ CITY ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_ City this \_\_\_\_\_, personally appeared the following:

| Name | Competent Evidence of Identity |   | Community Tax Certificate |                   |
|------|--------------------------------|---|---------------------------|-------------------|
|      | Type of ID                     | ID Number and Expiry Date (if applicable) | Number                    | Date/Place Issued |
|      |                                |   |                           |                   |
|      |                                |   |                           |                   |

all known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the corporations they represent.

This instrument refers to the *Addendum to the Master Securities Lending Agreement* consisting of \_\_\_ ( ) pages, including the page in which this Acknowledgment is written, duly signed by the parties and their witness at each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this \_\_\_\_\_ in the place first above written.

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 20\_\_.