APPENDIX B

AMENDMENTS TO NOTES AND INSTRUCTIONS TO SCHEDULES 1 AND 7 OF FORM 1 REGARDING AGENCY TRI-PARTY ARRANGEMENTS

CLEAN COPY OF NOTES AND INSTRUCTIONS TO SCHEDULES 1 AND 7 OF FORM 1 REFLECTING AMENDMENTS

FORM 1, PART II – SCHEDULE 1
NOTES AND INSTRUCTIONS

1. This schedule is to be completed for secured loan receivable transactions whereby the stated purpose of the transaction is to lend excess cash. All security borrowing and financing transactions done via 2 trade tickets, including resale transactions and those with related parties, should also be disclosed on this schedule.

2. For the purpose of this schedule,

   (a) "cash loans receivable" are loan transactions where the purpose of the loan is for the Dealer Member to lend cash and receive securities as collateral from the counterparty;

   (b) "excess collateral deficiency" is defined as:

      (i) For cash loans receivable, any excess of the amount of the loan over the market value of the actual collateral received from the transaction counterparty;

      or

      (ii) For securities borrow arrangements, any excess of the market value of the actual collateral provided to the transaction counterparty over:

         (A) 102% of the market value of the securities borrowed, where cash is provided as collateral; or

         (B) 105% of the market value of the securities borrowed, where securities are provided as collateral.

   and

   (c) "securities borrow arrangements" are loan transactions where the purpose of the loan is for the Dealer Member to borrow securities and deliver cash or securities as collateral to the counterparty.

3. Include accrued interest in amount of loan receivable.

4. Market value of securities delivered or received as collateral should include accrued interest.

5. **Cash loans receivable**

   (a) Written agreement requirements

   Any written agreement for a cash loan receivable between the Dealer Member and a counterparty must include terms which provide:

   (i) For the rights of either party to retain or realize on securities held by it from the other party on default;

   (ii) For events of default;

   (iii) For the treatment of the value of securities held by a non-defaulting party in excess of amounts which may be owed by a defaulting party;

   (iv) Either for set-off or, in the case of secured loans of securities, continuous segregation of collateral and the requirement for the lender to perfect a security interest in collateral giving the highest priority; and

   (v) If set-off rights or security interests are created in securities provided as collateral by one party to another, that the securities are endorsed for transfer, where applicable, and free of any trading restrictions.

   (b) Margin requirements

   The margin requirements for a cash loan receivable are as follows:

   (i) Where a written agreement has not been entered into or the written agreement entered into does not include all of the required minimum terms in Note 5(a), the margin required shall be:

      (A) Nil, where the counterparty to the transaction is an *acceptable institution* and the transaction has been confirmed with the *acceptable institution*, or

(B) 100% of the market value of the actual collateral provided to the transaction counterparty.

(ii) Where a written agreement has been entered into that includes all of the required minimum terms in Note 5(a),the margin required to be provided shall be determined according to the following table:

Transaction counterparty type	Margin required
Acceptable institution	No margin[1]
Acceptable counterparty	Excess collateral deficiency[1]
Regulated entity	Excess collateral deficiency[1]
Other	Margin
[1] Any transaction which has not been confirmed by an *acceptable institution*, *acceptable counterparty* or *regulated entity* within 15 business days of the trade shall be margined.	

6. **Securities borrow arrangements**

(a) Written agreement requirements

Any written agreement for a securities borrow arrangement between the Dealer Member and a counterparty must include terms which provide:

(i) For the rights of either party to retain or realize on securities held by it from the other party on default;

(ii) For events of default;

(iii) For the treatment of the value of securities held by a non-defaulting party in excess of amounts which may be owed by a defaulting party;

(iv) Either for set-off or, in the case of secured loans of securities, continuous segregation of collateral and the requirement for the lender to perfect a security interest in collateral giving the highest priority; and

(v) If set-off rights or security interests are created in securities borrowed or securities provided as collateral by one party to another, that the securities are endorsed for transfer, where applicable, and free of any trading restrictions.

(b) Additional written agreement requirements for certain agency securities borrow arrangements where agent may be treated as equivalent to principal in which agent is also the third party custodian

Any written agreement for a securities borrow arrangement between the Dealer Member and an agent (on behalf of an underlying principal lender of securities) and who is also the custodian, may be reported and treated in the same manner for margin purposes as the equivalent principal securities borrow arrangement between the Dealer Member and the third party custodian agent, if:

- the third party custodian agent meets the definition of "financial intermediary" in relation to the Eligible Financial Contract General Rules (Bankruptcy and Insolvency Act), and

all of the following additional terms [i.e. over and above those set out in Note 6(a)] are stipulated in the written agreement:

(i) the loan collateral must be held by the third party custodian agent and if the loan collateral is made up of securities there must be no right to re-hypothecate those securities, and

(ii) in the event of the Dealer Member (i.e. the underlying principal borrower of securities) default, the loan collateral that has been posted with the third party custodian agent will be liquidated by the third party custodian agent and proceeds used to purchase the borrowed security which will be returned to the underlying principal lender. If the borrowed security cannot be purchased in the market, its equivalent value is returned to the underlying principal lender. Any excess value on the realization on the loan collateral will be returned by the third party custodian agent to the Dealer Member.

FORM 1, PART II – SCHEDULE 1

NOTES AND INSTRUCTIONS [Continued]

(c) Additional written agreement requirements for certain agency securities borrow arrangements where agent may be treated as equivalent to principal in which agent and third party custodian are different entities

Any written agreement for a securities borrow arrangement between the Dealer Member and an agent (on behalf of an underlying principal lender of securities), which is accompanied by a written collateral management or custodial agreement between the Dealer Member and a third party custodian, may be reported and treated in the same manner for margin purposes as the equivalent principal securities borrow arrangement between the Dealer Member and the agent, if:

- the third party custodian and agent meet the definition of "financial intermediary" in relation to the Eligible Financial Contract General Rules (Bankruptcy and Insolvency Act), and

all of the following additional terms [i.e. over and above those set out in Note 6(a)] are stipulated in the written agreements:

(i) the loan collateral must be held by the third party custodian and if the loan collateral is made up of securities there must be no right for the agent to re-hypothecate those securities, and

(ii) in the event of the Dealer Member (i.e. the underlying principal borrower of securities) default, control over the loan collateral that has been posted with the third party custodian will be given by the third party custodian to the agent and the loan collateral will be liquidated and the resulting proceeds used to purchase the borrowed security which will be returned to the underlying principal lender. If the borrowed security cannot be purchased in the market, its equivalent value is returned to the underlying principal lender. Any excess value on the realization on the loan collateral will be returned by the agent to the Dealer Member.

(d) Agency securities borrow arrangements where agent must not be treated as equivalent to principal

The Dealer Member must look through the agent in the agency securities borrow arrangement to the underlying principal lender and the agency securities borrow arrangement must be reported and treated in the same manner for margin purposes as the equivalent principal securities borrow arrangement between the Dealer Member and the underlying principal lender:

(i) where an agent is also the third party custodian and the requirements in (b) are not all met

(ii) where an agent and third party custodian are different entities and the requirements in (c) are not all met.

(e) Margin requirements for securities borrow arrangements

The margin requirements for a securities borrow arrangement are as follows:

(i) Where a written agreement has not been entered into or the written agreement entered into does not include all of the required minimum terms in Note 6(a), the margin required shall be:

(A) Nil, where the counterparty to the transaction is an *acceptable institution* and the transaction has been confirmed with the *acceptable institution*, or

(B) 100% of the market value of the actual collateral provided to the transaction counterparty.

(ii) Where a written agreement has been entered into that includes all of the required minimum terms in Note 6(a), for margin purposes:

(A) For principal securities borrow arrangements, the counterparty is the principal in the securities borrow arrangement,

(B) For agency securities borrow arrangements, where an agent is involved and all of the requirements in the applicable Note 6(b) or (c) are met, the counterparty is the agent,

(C) For agency securities borrow arrangements, where an agent is involved and all of the requirements in the applicable Note 6(b) or (c) are not met, the counterparty is the underlying principal lender,

the margin required to be provided shall be determined according to the following table:

FORM 1, PART II – SCHEDULE 1

NOTES AND INSTRUCTIONS [Continued]

Transaction counterparty type	Margin required
Acceptable institution	No margin[1]
Acceptable counterparty	Excess collateral deficiency[1]
Regulated entity	Excess collateral deficiency[1]
Other	Margin
[1] Any transaction which has not been confirmed by an *acceptable institution*, *acceptable counterparty* or *regulated entity* within 15 business days of the trade shall be margined.	

7. **Securities resale arrangements**

(a) Written agreement requirements

Any written agreement for a securities resale arrangement between the Dealer Member and a counterparty must include terms which provide:

(i) For the rights of either party to retain or realize on securities held by it from the other party on default,

(ii) For events of default,

(iii) For the treatment of the value of securities held by a non-defaulting party in excess of amounts which may be owed by a defaulting party,

(iv) Either for set-off or, in the case of secured loans of securities, continuous segregation of collateral and the requirement for the lender to perfect a security interest in collateral giving the highest priority,

(v) If set-off rights or security interests are created in securities sold or loaned by one party to another, that the securities are endorsed for transfer, where applicable, and free of any trading restrictions, and

(vi) For an acknowledgement by the parties that either has the right, upon notice, to call for any shortfall in the difference between the collateral and the securities at any time.

(b) Additional written agreement requirements for certain agency securities resale arrangements where agent may be treated as equivalent to principal in which agent is also the third party custodian

Any written agreement for a securities resale arrangement between the Dealer Member and an agent (on behalf of an underlying principal seller) and who is also the custodian, may be reported and treated in the same manner for margin purposes as the equivalent principal securities resale arrangement between the Dealer Member and the third party custodian agent, if:

- the third party custodian agent meets the definition of "financial intermediary" in relation to the Eligible Financial Contract General Rules (Bankruptcy and Insolvency Act), and

all of the following additional terms [i.e. over and above those set out in Note 7(a)] are stipulated in the written agreement:

(i) the cash proceeds from the purchased securities must be held by the third party custodian agent,

(ii) the purchased securities (and any additional cash and securities provided for margin maintenance) must either be held by:

- the Dealer Member separately from the third party custodian agent and the Dealer Member may re-hypothecate the purchased securities provided it has the right, or
- the third party custodian agent in the account of the Dealer Member and the Dealer Member may re-hypothecate the purchased securities provided it has the right and the purchased securities continue to be held by the third party custodian agent in the account or accounts of the new counterparty or counterparties, and

FORM 1, PART II – SCHEDULE 1

NOTES AND INSTRUCTIONS [Continued]

(iii) in the event of the underlying principal seller default, the purchased securities (and any additional cash and securities provided for margin maintenance) will be liquidated by the Dealer Member and proceeds used to satisfy the seller's obligations to the Dealer Member. Any excess value on the realization on the purchased securities (and any additional cash and securities provided for margin maintenance) will be returned by the Dealer Member to the third party custodian agent.

(c) Additional written agreement requirements for certain agency securities resale arrangements where agent may be treated as equivalent to principal in which agent and third party custodian are the different entities

Any written agreement for a securities resale arrangement between a Dealer Member and an agent (on behalf of an underlying principal seller), which is accompanied by a written collateral management or custodial agreement between the Dealer Member and a third party custodian, may be reported and treated in the same manner for margin purposes as the equivalent principal securities resale arrangement between the Dealer Member and the agent, if:

- the third party custodian and agent meet the definition of "financial intermediary" in relation to the Eligible Financial Contract General Rules (Bankruptcy and Insolvency Act), and

all of the following additional terms [i.e. over and above those set out in Note 7(a)] are stipulated in the written agreements:

(i) the cash proceeds from the purchased securities must be held by the agent,

(ii) the purchased securities (and any additional cash and securities provided for margin maintenance) must either be held by:

- the Dealer Member separately from the third party custodian and the Dealer Member may re-hypothecate the purchased securities provided it has the right, or
- the third party custodian in the account of the Dealer Member and the Dealer Member may re-hypothecate the purchased securities provided it has the right and the purchased securities continue to be held by the third party custodian in the account or accounts of the new counterparty or counterparties, and

(iii) in the event of the underlying principal seller default, control over the purchased securities (and any additional cash and securities provided for margin maintenance) that has been posted with the third party custodian will be given by the third party custodian to the Dealer Member and the purchased securities will be liquidated by the Dealer Member and the resulting proceeds used to satisfy the seller's obligations to the Dealer Member. Any excess value on the realization on the purchased securities (and any additional cash and securities provided for margin maintenance) will be returned by the Dealer Member to the agent.

(d) Agency securities resale arrangements where agent must not be treated as equivalent to principal

The Dealer Member must look through the agent in the agency securities resale arrangement to the underlying principal seller and the agency securities resale arrangement must be reported and treated in the same manner for margin purposes as the equivalent principal securities resale arrangement between the Dealer Member and the underlying principal seller:

(i) where an agent is also the third party custodian and the requirements in (b) are not all met

(ii) where an agent and third party custodian are different entities and the requirements in (c) are not all met.

(e) Margin requirements for securities resale arrangements

The margin requirements for a securities resale arrangement are as follows:

(i) Where a written agreement has not been entered into or the written agreement entered into does not include all of the required minimum terms in Note 7(a), the margin required to be provided shall be determined according to the following table:

FORM 1, PART II – SCHEDULE 1

NOTES AND INSTRUCTIONS [Continued]

Transaction counterparty type	Margin required based on term of transaction	
	30 calendar days or less after regular settlement[1]	**Greater than 30 calendar days after regular settlement**[1]
Acceptable institution	No margin[2]	
Acceptable counterparty	Market value deficiency[2]	Margin
Regulated entity	Market value deficiency[2]	Margin
Other	Margin	200% of margin (to a maximum of the *market value* of the underlying securities)

[1] Regular settlement means the settlement date or delivery date generally accepted according to industry practice for the relevant security in the market in which the transaction occurs. Margin is calculated from the date of regular settlement. Calendar days refer to the original term of the resale transaction.

[2] Any transaction which has not been confirmed by an *acceptable institution*, *acceptable counterparty* or *regulated entity* within 15 business days of the trade shall be margined.

(ii) Where a written agreement has been entered into that includes all of the required minimum terms in Note 7(a), for margin purposes:

(A) For principal securities resale arrangements, the counterparty is the principal in the securities resale arrangement,

(B) For agency securities resale arrangements, where an agent is involved and all of the requirements in the applicable Note 7(b) or (c) are met, the counterparty is the agent,

(C) For agency securities resale arrangements, where an agent is involved and all of the requirements in the applicable Note 7(b) or (c) are not met, the counterparty is the underlying principal seller,

the margin required to be provided shall be determined according to the following table:

Transaction counterparty type	Margin required
Acceptable institution	No margin[1]
Acceptable counterparty	Market value deficiency[1]
Regulated entity	Market value deficiency[1]
Other	Margin

[1] Any transaction which has not been confirmed by an *acceptable institution*, *acceptable counterparty* or *regulated entity* within 15 business days of the trade shall be margined.

8. For any given counterparty a deficiency in one type of loan may be offset by an excess in another type of loan provided that there are written agreements for each type of loan which provide for the right of offset between each type of loan. In such case, the balances may also be offset for margin calculation purposes.

9. In order for a pension fund to be treated as an *acceptable institution* for purposes of this Schedule, it must not only meet the *acceptable institution* criteria outlined in General Notes and Definitions, but the Dealer Member must also have received representation that the pension fund is legally able to enter into the obligations of the transaction. If such representation has not been received, the pension fund which otherwise meets the *acceptable institution* criteria must be treated as an *acceptable counterparty*.

10. **Lines 2, 3, 6 and 7 -** In the case of a cash loan receivable or a securities borrow arrangement between a Dealer Member and either an *acceptable counterparty* or a *regulated entity*, where an *excess collateral deficiency* exists, action must be taken to correct the deficiency. If no action is taken the amount of *excess collateral deficiency* must be immediately provided out of the Dealer Member's

FORM 1, PART II – SCHEDULE 1

NOTES AND INSTRUCTIONS [Continued]

capital. In any case, where the deficiency exists for more than one business day, it must be provided out of the Dealer Member's capital.

11. **Lines 10 and 11 -** In the case of a resale transaction between a Dealer Member and either an *acceptable counterparty* or a *regulated entity*, where a deficiency exists between the *market value* of the securities resold and the *market value* of the cash pledged, action must be taken to correct the deficiency. If no action is taken the amount of *market value* deficiency must be immediately provided out of the Dealer Member's capital. In any case, where the deficiency exists for more than one business day, it must be provided out of the Dealer Member's capital.

12. **Lines 4, 8 and 12 -** In the case of a cash loan receivable or a securities borrowing or a resale arrangement / transaction between a Dealer Member and a party other than an *acceptable institution*, *acceptable counterparty* or *regulated entity*, where a deficiency exists between the loan value of the cash loaned or securities borrowed or resold and the loan value of the collateral or cash pledged, action must be taken to correct the deficiency. If no action is taken the amount of loan value deficiency must be immediately provided out of the Dealer Member's capital. The margin required may be reduced by any margin already provided on the collateral (e.g. in inventory). Where the collateral is either held by the Dealer Member on a fully segregated basis or held in escrow on its behalf by an Acceptable Depository or a bank or trust company qualifying as either an *acceptable institution* or *acceptable counterparty*, only the amount of *market value* deficiency need be provided out of the Dealer Member's capital. In any case, where the deficiency exists for more than one business day, it must be provided out of the Dealer Member's capital.

13. **Lines 5, 6 and 7 -** In a securities borrowed transaction between a Dealer Member and an *acceptable institution*, *acceptable counterparty*, or *regulated entity*, where a letter of credit issued by a Schedule 1 Bank is used as collateral for the securities borrowed, there shall be no charge to the Dealer Member's capital for any excess of the value of the letter of credit pledged as collateral over the *market value* of the securities borrowed.

14. **Lines 4, 8 and 12 -** Arrangements other than those regarding agency agreements where an agent may be treated as equivalent to principal in Notes 6(b) and (c) and 7(b) and (c) whereby an *acceptable institution*, *acceptable counterparty*, or *regulated entity* is only acting as an agent (on behalf of an "other" party) should be reported and margined as "Others".

FORM 1, PART II – SCHEDULE 7
NOTES AND INSTRUCTIONS

1. This schedule is to be completed for loan payable transactions, whereby the stated purpose of the transaction is to borrow cash. All security lending transactions and financing transactions done via 2 trade tickets, including securities repurchases and those with related parties, should also be disclosed on this schedule.

2. For the purpose of this schedule,

   (a) "cash loans payable" are loan transactions where the purpose of the loan is for the Dealer Member to borrow cash and deliver securities as collateral to the counterparty;

   (b) "excess collateral deficiency" is defined as:

      (i) For cash loans payable, any excess of the market value of the actual collateral delivered to the transaction counterparty over 102% the amount of the loan;

      or

      (ii) For securities loan arrangements, any excess of the market value of the securities loaned over the market value of securities or the amount of cash received from the transaction counterparty as collateral.

   and

   (c) "securities loan arrangements" are loan transactions where the purpose of the loan is for the Dealer Member to lend securities and receive cash or securities as collateral from the counterparty.

3. Include accrued interest in amount of loan payable.

4. Market value of securities received or delivered as collateral should include accrued interest.

5. **Cash loans payable**

   (a) Written agreement requirements

   Any written agreement for a cash loan payable between the Dealer Member and a counterparty must include terms which provide:

      (i) For the rights of either party to retain or realize on securities held by it from the other party on default;

      (ii) For events of default;

      (iii) For the treatment of the value of securities held by a non-defaulting party in excess of amounts which may be owed by a defaulting party;

      (iv) Either for set-off or, in the case of secured loans of securities, continuous segregation of collateral and the requirement for the lender to perfect a security interest in collateral giving the highest priority; and

      (v) If set-off rights or security interests are created in securities provided as collateral by one party to another, that the securities are endorsed for transfer, where applicable, and free of any trading restrictions.

   (b) Margin requirements

   The margin requirements for a cash loan payable are as follows:

      (i) Where a written agreement has not been entered into or the written agreement entered into does not include all of the required minimum terms in Note 5(a), the margin required shall be:

         (A) Nil, where the counterparty to the transaction is an *acceptable institution* and the transaction has been confirmed with the *acceptable institution*, or

         (B) 100% of the market value of the actual collateral provided to the transaction counterparty.

      (ii) Where a written agreement has been entered into that includes all of the required minimum terms in Note 5(a), the margin required to be provided shall be determined according to the following table:

FORM 1, PART II – SCHEDULE 7

NOTES AND INSTRUCTIONS [Continued]

Transaction counterparty type	Margin required
Acceptable institution	No margin[1]
Acceptable counterparty	Excess collateral deficiency[1]
Regulated entity	Excess collateral deficiency[1]
Other	Margin
[1] Any transaction which has not been confirmed by an *acceptable institution*, *acceptable counterparty* or *regulated entity* within 15 business days of the trade shall be margined.	

6. **Securities loan arrangements**

(a) Written agreement requirements

Any written agreement for a securities loan arrangement between the Dealer Member and a counterparty must include terms which provide:

(i) For the rights of either party to retain or realize on securities held by it from the other party on default;

(ii) For events of default;

(iii) For the treatment of the value of securities held by a non-defaulting party in excess of amounts which may be owed by a defaulting party;

(iv) Either for set-off or, in the case of secured loans of securities, continuous segregation of collateral and the requirement for the lender to perfect a security interest in collateral giving the highest priority; and

(v) If set-off rights or security interests are created in securities loaned or provided as collateral by one party to another, that the securities are endorsed for transfer, where applicable, and free of any trading restrictions.

(b) Additional written agreement requirements for certain agency securities loan arrangements where agent may be treated as equivalent to principal in which agent is also the third party custodian

Any written agreement for a securities loan arrangement between the Dealer Member and an agent (on behalf of an underlying principal borrower of securities) and who is also the custodian, may be reported and treated in the same manner for margin purposes as the equivalent principal securities loan arrangement between the Dealer Member and the third party custodian agent, if:

- the third party custodian agent meets the definition of "financial intermediary" in relation to the Eligible Financial Contract General Rules (Bankruptcy and Insolvency Act), and

all of the following additional terms [i.e. over and above those set out in Note 6(a)] are stipulated in the written agreements:

(i) the loaned securities must be held by the third party custodian agent and there must be no right to re-hypothecate the loaned securities,

(ii) the loan collateral (and any additional cash and securities provided for margin maintenance) must either be held by:

- the Dealer Member separately from the third party custodian agent and if the loan collateral is made up of securities the Dealer Member may re-hypothecate those securities provided it has the right, or
- the third party custodian agent in the account of the Dealer Member and if the loan collateral is made up of securities the Dealer Member may re-hypothecate those securities provided it has the right and those securities continue to be held by the third party custodian agent in the account or accounts of the new counterparty or counterparties, and

(iii) in the event of the underlying principal borrower default, the loan collateral will be liquidated by the Dealer Member and proceeds used to purchase the loaned securities. If the loaned securities cannot be purchased in the market, their

equivalent value is retained by the Dealer Member. Any excess value on the realization on the loan collateral will be returned by Dealer Member to the third party custodian agent.

(c) Additional written agreement requirements for certain agency securities loan arrangements where agent may be treated as equivalent to principal in which agent and third party custodian are different entities

Any written agreement for a securities loan arrangement between the Dealer Member and an agent (on behalf of an underlying principal borrower of securities), which is accompanied by a written collateral management or custodial agreement between the Dealer Member and a third party custodian, may be reported and treated in the same manner for margin purposes as the equivalent principal securities loan arrangement between the Dealer Member and the agent, if:

- the third party custodian and agent meet the definition of "financial intermediary" in relation to the Eligible Financial Contract General Rules (Bankruptcy and Insolvency Act), and

all of the following additional terms [i.e. over and above those set out in Note 6(a)] are stipulated in the written agreements:

(i) the loaned securities must be held by the agent and there must be no right for the agent to re-hypothecate the loaned securities,

(ii) the loan collateral (and any additional cash and securities provided for margin maintenance) must either be held by:

- the Dealer Member separately from the third party custodian and if the loan collateral is made up of securities the Dealer Member may re-hypothecate those securities provided it has the right, or
- the third party custodian in the account of the Dealer Member and if the loan collateral is made up of securities the Dealer Member may re-hypothecate those securities provided it has the right and those securities continue to be held by the third party custodian in the account or accounts of the new counterparty or counterparties, and

(iii) in the event of the underlying principal borrower default, control over the loan collateral that has been posted with the third party custodian will be given by the third party custodian to the Dealer Member and the loan collateral will be liquidated by the Dealer Member and the resulting proceeds used to purchase the loaned securities by the Dealer Member. If the loaned securities cannot be purchased in the market, their equivalent value is retained by the Dealer Member. Any excess value on the realization on the loan collateral will be returned by the Dealer Member to the agent.

(d) Agency securities loan arrangements where agent must not be treated as equivalent to principal

The Dealer Member must look through the agent in the agency securities loan arrangement to the underlying principal borrower and the agency arrangement must be reported and treated in the same manner for margin purposes as the equivalent principal securities lending arrangement between the Dealer Member and the underlying principal borrower:

(i) where an agent is also the third party custodian and the requirements in (b) are not all met

(ii) where an agent and third party custodian are different entities and the requirements in (c) are not all met.

(e) Margin requirements for securities loan arrangements

The margin requirements for a securities loan arrangement are as follows:

(i) Where a written agreement has not been entered into or the written agreement entered into does not include all of the required minimum terms in Note 6(a), the margin required shall be:

(A) Nil, where the counterparty to the transaction is an *acceptable institution* and the transaction has been confirmed with the *acceptable institution*, or

(B) 100% of the market value of the securities loaned to the transaction counterparty.

(ii) Where a written agreement has been entered into that includes all of the required minimum terms in Note 6(a), for margin purposes:

(A) For principal securities loan arrangements, the counterparty is the principal in the securities loan arrangement,

FORM 1, PART II – SCHEDULE 7

NOTES AND INSTRUCTIONS [Continued]

(B) For agency securities loan arrangements, where an agent is involved and all of the requirements in the applicable Note 6(b) or (c) are met, the counterparty is the agent,

(C) For agency securities loan arrangements, where an agent is involved and all of the requirements in the applicable Note 6(b) or (c) are not met, the counterparty is the underlying principal borrower,

the margin required to be provided shall be determined according to the following table:

Transaction counterparty type	Margin required
Acceptable institution	No margin[1]
Acceptable counterparty	Excess collateral deficiency[1]
Regulated entity	Excess collateral deficiency[1]
Other	Margin
[1] Any transaction which has not been confirmed by an *acceptable institution*, *acceptable counterparty* or *regulated entity* within 15 business days of the trade shall be margined.	

7. **Securities repurchase arrangements**

(a) Written agreement requirements

Any written agreement for a securities repurchase arrangement between the Dealer Member and a counterparty must include terms which provide:

(i) For the rights of either party to retain or realize on securities held by it from the other party on default,

(ii) For events of default,

(iii) For the treatment of the value of securities held by a non-defaulting party in excess of amounts which may be owed by a defaulting party,

(iv) Either for set-off or, in the case of secured loans of securities, continuous segregation of collateral and the requirement for the lender to perfect a security interest in collateral giving the highest priority,

(v) If set-off rights or security interests are created in securities sold or loaned by one party to another, that the securities are endorsed for transfer, where applicable, and free of any trading restrictions, and

(vi) For an acknowledgement by the parties that either has the right, upon notice, to call for any shortfall in the difference between the collateral and the securities at any time.

(b) Additional written agreement requirements for certain agency securities repurchase arrangements where agent may be treated as equivalent to principal in which agent is also the third party custodian

Any written agreement for a securities repurchase arrangement between the Dealer Member and an agent (on behalf of an underlying principal buyer) and who is also the custodian, may be reported and treated in the same manner for margin purposes as the equivalent principal securities repurchase arrangement between the Dealer Member and the third party custodian agent, if:

- the third party custodian agent meets the definition of "financial intermediary" in relation to the Eligible Financial Contract General Rules (Bankruptcy and Insolvency Act), and

all of the following additional terms [i.e. over and above those set out in Note 7(a)] are stipulated in the written agreement:

(i) the purchased securities (and any additional cash and securities provided for margin maintenance) must be held by the third party custodian agent and there must be no right to re-hypothecate those securities, and

(ii) in the event of the Dealer Member (i.e. the underlying principal seller) default, the purchased securities (and any additional cash and securities provided for margin maintenance) that has been posted with the third party custodian agent

will be liquidated by the third party custodian agent and proceeds used to satisfy the Dealer Member's obligations. Any excess value on the realization on the purchased securities (and any additional cash and securities provided for margin maintenance) will be returned by the third party custodian agent to the Dealer Member.

(c) Additional written agreement requirements for certain agency repurchase agreements where agent may be treated as equivalent to principal in which an agent and third party custodian are different entities

Any written agreement for a securities repurchase arrangement between a Dealer Member and an agent (on behalf of an underlying principal buyer), which is accompanied by a written collateral management or custodial agreement between the Dealer Member and a third party custodian, may be reported and treated in the same manner for margin purposes as the equivalent principal securities repurchase arrangement between the Dealer Member and the agent, if:

- the third party custodian and agent meet the definition of "financial intermediary" in relation to the Eligible Financial Contract General Rules (Bankruptcy and Insolvency Act), and

all of the following additional terms [i.e. over and above those set out in Note 7(a)] are stipulated in the written agreements:

(i) the purchased securities (and any additional cash and securities provided for margin maintenance) must be held by the third party custodian and there must be no right for the agent to re-hypothecate those securities, and

(ii) in the event of the Dealer Member (i.e. the underlying principal seller) default, control over the purchased securities (and any additional cash and securities provided for margin maintenance) that has been posted with the third party custodian will be given by the third party custodian to the agent and the purchased securities will be liquidated and the resulting proceeds used to satisfy the Dealer Member's obligations. Any excess value on the realization on the purchased securities (and any additional cash and securities provided for margin maintenance) will be returned by the agent to the Dealer Member.

(d) Agency securities repurchase arrangement where agent must not be treated as equivalent to principal

The Dealer Member must look through the agent in the agency securities repurchase arrangement to the underlying principal buyer and the agency arrangement must be reported and treated in the same manner for margin purposes as the equivalent principal securities repurchase arrangement between the Dealer Member and the underlying principal buyer:

(i) where an agent is also the third party custodian and the requirements in (b) are not all met

(ii) where an agent and third party custodian are different entities and the requirements in (c) are not all met.

(e) Margin requirements for securities repurchase arrangements

The margin requirements for a securities repurchase agreement are as follows:

(i) Where a written agreement has not been entered into or the written agreement entered into does not include all of the required minimum terms in Note 7(a), the margin required to be provided shall be determined according to the following table:

	Margin required based on term of transaction	
Transaction counterparty type	**30 calendar days or less after regular settlement[1]**	**Greater than calendar 30 days after regular settlement[1]**
Acceptable institution	No margin[2]	
Acceptable counterparty	Market value deficiency[2]	Margin
Regulated entity	Market value deficiency[2]	Margin
Other	Margin	200% of margin (to a maximum of the *market value* of the underlying securities)

[1] Regular settlement means the settlement date or delivery date generally accepted according to industry practice for

the relevant security in the market in which the transaction occurs. Margin is calculated from the date of regular settlement. Calendar days refer to the original term of the repurchase transaction.

[2] Any transaction which has not been confirmed by an *acceptable institution*, *acceptable counterparty* or *regulated entity* within 15 business days of the trade shall be margined.

(ii) Where a written agreement has been entered into that includes all of the required minimum terms in Note 7(a), for margin purposes:

(A) For principal securities repurchase arrangements, the counterparty is the principal in the securities repurchase arrangement,

(B) For agency securities repurchase arrangements, where an agent is involved and all of the requirements in the applicable Note 7(b) or (c) are met, the counterparty is the agent,

(C) For agency securities repurchase arrangements, where an agent is involved and all of the requirements in the applicable Note 7(b) or (c) are not met, the counterparty is the underlying principal buyer,

the margin required to be provided shall be determined according to the following table:

Transaction counterparty type	**Margin required**
Acceptable institution	No margin[1]
Acceptable counterparty	Market value deficiency[1]
Regulated entity	Market value deficiency[1]
Other	Margin

[1] Any transaction which has not been confirmed by an *acceptable institution*, *acceptable counterparty* or *regulated entity* within 15 business days of the trade shall be margined.

8. For any given counterparty a deficiency in one type of loan may be offset by an excess in another type of loan provided that there are written agreements for each type of loan which provide for the right of offset between each type of loan. In such case, the balances may also be offset for margin calculation purposes.

9. In order for a pension fund to be treated as an *acceptable institution* for purposes of this Schedule, it must not only meet the *acceptable institution* criteria outlined in General Notes and Definitions, but the Dealer Member must also have received representation that the pension fund is legally able to enter into the obligations of the transaction. If such representation has not been received, the pension fund which otherwise meets the *acceptable institution* criteria must be treated as an *acceptable counterparty*.

10. **Lines 3, 4, 7 and 8 -** In the case of a cash loan payable or a securities loan arrangement between a Dealer Member and either an *acceptable counterparty* or a *regulated entity*, where an *excess collateral deficiency* exists, action must be taken to correct the deficiency. If no action is taken, the amount of *excess collateral deficiency* must be immediately provided out of the Dealer Member's capital. In any case, where the deficiency exists for more than one business day it must be provided out of the Dealer Member's capital.

11. **Lines 11 and 12 -** In the case of a repurchase transaction between a Dealer Member and either an *acceptable counterparty* or a *regulated entity*, where a deficiency exists between the *market value* of the securities repurchased and the *market value* of the cash received, action must be taken to correct the deficiency. If no action is taken the amount of *market value* deficiency must be immediately provided out of the Dealer Member's capital. In any case, where the deficiency exists for more than one business day, it must be provided out of the Dealer Member's capital.

12. **Lines 5, 9 and 13 -** In the case of a cash loan payable or a securities loan or a repurchase arrangement / transaction between a Dealer Member and a party other than an *acceptable institution*, *acceptable counterparty* or *regulated entity*, where a deficiency exists between the loan value of the cash received or securities lent or repurchased and the loan value of the collateral or cash

pledged, action must be taken to correct the deficiency. If no action is taken the amount of loan value deficiency must be immediately provided out of the Dealer Member's capital. The margin required may be reduced by any margin already provided on the collateral (e.g. in inventory). Where the collateral is either held by the Dealer Member on a fully segregated basis or held in escrow on its behalf by an Acceptable Depository or a bank or trust company qualifying as either an *acceptable institution* or *acceptable counterparty*, only the amount of *market value* deficiency need be provided out of the Dealer Member's capital. In any case, where the deficiency exists for more than one business day, it must be provided out of the Dealer Member's capital.

13. **Lines 2, 3 and 4 -** In a cash loan payable transaction between a Dealer Member and an *acceptable institution*, *acceptable counterparty*, or *regulated entity*, where a letter of credit issued by a Schedule 1 Bank is used as collateral for the cash loan, there shall be no charge to the Dealer Member's capital for any excess of the value of the letter of credit pledged as collateral over the cash borrowed.

14. **Lines 5, 9, and l3 -** Arrangements other than those regarding agency agreements where an agent may be treated as equivalent to principal in Notes 6(b) and (c) and 7(b) and (c) whereby an *acceptable institution*, *acceptable counterparty*, or *regulated entity* is only acting as an agent (on behalf of an "other" party) should be reported and margined as "Others".