

# MASTER REPURCHASE AGREEMENT (STRUCTURED FINANCE)

Agreement Date	[Date]	Agreement No.	[Number]
Seller	[Seller Name]	Buyer	[Buyer Name]

## 1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- **"Agreement"** means this Master Repurchase Agreement.
- **"Eligible Securities"** means structured finance assets as set out in Schedule 1.
- **"Repurchase Date"** means the date on which Seller is to repurchase the Purchased Securities from Buyer.
- [Other definitions as appropriate]

## 2. Initiation of Transactions

Each Transaction under this Agreement shall be initiated by mutual agreement in writing specifying the Purchased Securities, Purchase Price, Purchase Date, Repurchase Date, and any additional terms agreed by the parties.

## 3. Obligations of Seller and Buyer

1. On the Purchase Date, Seller shall transfer to Buyer the Purchased Securities and Buyer shall pay to Seller the Purchase Price.
2. On the Repurchase Date, Buyer shall transfer to Seller the Purchased Securities and Seller shall repay to Buyer the Repurchase Price.

## 4. Margin Maintenance

If at any time the Market Value of Purchased Securities falls below the required margin, Seller shall transfer additional securities or cash so as to maintain the necessary margin.

## 5. Events of Default

The occurrence of any of the following shall constitute an Event of Default:

- Failure to make any payment under this Agreement;
- Failure to deliver Purchased Securities as required;
- Insolvency of either party; or
- Any other event as specified in Schedule 2.

## 6. Representations and Warranties

1. Each party represents that it has the authority and capacity to enter into this Agreement.

2. The Seller warrants that all Purchased Securities are free of encumbrances.

## 7. Miscellaneous

- This Agreement may be amended only in writing and signed by both parties.
- Notices shall be delivered to the addresses specified in Schedule 3.
- This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

**Note:** Schedules referenced herein should be attached as separate appendices including Eligible Securities (Schedule 1), Events of Default (Schedule 2), and Notices (Schedule 3).

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Seller Authorized Signatory  
[Seller Name]

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Buyer Authorized Signatory  
[Buyer Name]