Form 605

Corporations Act 2001 Section 671B

Notice of ceasing to be a substantial holder

To: Company Name/Scheme: Syrah Resources Limited

ACN/ARSN: 125 242 284

1. Details of substantial holder

Name: Mitsubishi UFJ Financial Group, Inc.

The holder ceased to be a substantial holder on: 26 March 2024
The previous notice was given to the company on: 27 March 2024
The previous notice was dated: 27 March 2024
The holder became aware on: 28 March 2024

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change	Class and number of securities affected	Person's votes affected	
See annexure A to						
this notice						

3. Changes in association

The persons who have become associates of, ceased to be associates of, or have changed the nature of their association with, the substantial holder in relation to voting interests in the company or scheme are as follows

Name and ACN/ARSN (if applicable)	Nature of association

4. Addresses

The addresses of persons named in this form are as follows:

Name	Address			
Mitsubishi UFJ Financial Group, Inc.	2-7-1, Marunouchi, Chiyoda-ku, Tokyo 100-8330, Japan			

5. Signature

Dated 2 April 2024

Kenji Takase Authorised signatory

May Take

This is annexure A of 1 page referred to in Form 605, Notice of ceasing to be a substantial holder dated 2 April 2024

May Take

Kenji Takase Authorised signatory

Dated 2 April 2024

Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change	Class and numb	er of securities affected	Person's votes affected
25/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	11,887.75	23,083	Fully Paid ordinary shares	23,083
25/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	80.86	157	Fully Paid ordinary shares	157
25/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	0.52	1	Fully Paid ordinary share	1
25/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	2,100.00	4,000	Fully Paid ordinary shares	4,000
25/03/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	1.08	2	Fully Paid ordinary shares	2
25/03/2024	Mitsubishi UFJ Financial Group, Inc.	Collateral Returned by an entity controlled by Morgan Stanley - see Annexure B	N/A	782,038	Fully Paid ordinary shares	782,038
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	6,558.65	13,385	Fully Paid ordinary shares	13,385
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	346.50	700	Fully Paid ordinary shares	700
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	5,205.27	10,623	Fully Paid ordinary shares	10,623
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	464.43	943	Fully Paid ordinary shares	943
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	200.48	405	Fully Paid ordinary shares	405
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	3,314.52	6,696	Fully Paid ordinary shares	6,696
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	552.59	1,122	Fully Paid ordinary shares	1,122
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	909.93	1,829	Fully Paid ordinary shares	1,829
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	1,126.15	2,230	Fully Paid ordinary shares	2,230
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	0.49	1	Fully Paid ordinary share	1
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	3,723.51	7,599	Fully Paid ordinary shares	7,599
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	1,892.68	3,843	Fully Paid ordinary shares	3,843
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	2,689.54	5,461	Fully Paid ordinary shares	5,461
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	2,014.33	4,090	Fully Paid ordinary shares	4,090
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	726.62	1,446	Fully Paid ordinary shares	1,446
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	2,464.11	4,978	Fully Paid ordinary shares	4,978
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	2,561.00	4,925	Fully Paid ordinary shares	4,925
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	646.47	1,306	Fully Paid ordinary shares	1,306
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Borrow Returned by an entity controlled by Morgan Stanley - see Annexure B	N/A	3,637,171	Fully Paid ordinary shares	3,637,171
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Transfer In by an entity controlled by Morgan Stanley - see Annexure B	N/A	2	Fully Paid ordinary shares	2
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Collateral Received by an entity controlled by Morgan Stanley - see Annexure B	N/A	3,021,067	Fully Paid ordinary shares	3,021,067
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Borrow Returned by an entity controlled by Morgan Stanley - see Annexure B	N/A	5	Fully Paid ordinary shares	5
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Borrow Returned by an entity controlled by Morgan Stanley - see Annexure B	N/A	350,186	Fully Paid ordinary shares	350,186
26/03/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by First Sentier Investors Holdings Pty Ltd	64,337.49	131,301	Fully Paid ordinary shares	131,301

This is annexure B of 4 pages referred to in Form 605, Notice of ceasing to be a substantial holder dated 2 April 2024

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Kenji Takase

Authorised signatory

Dated 2 April 2024

The below schedules are based on the relevant standard agreements. The entity filing the report will, if requested by the company or responsible entity to whom the prescribed form must be given or ASIC, give a copy of the agreement to the company, responsible entity or ASIC.

Schedule				
Type of Agreement	Australian Master Securities Lending Agreement			
Parties to agreement	Morgan Stanley Australia Securities Limited and JPMORGAN CHASE BANK, N.A.			
Transfer Date	20230720; 20230727; 20230728; 20230915; 20230919; 20230920; 20230921; 20230926; 20231023; 20231024; 20231026; 20231027; 20231030; 20231031; 20231103; 20231106; 20231110; 20231113; 20231117; 20231120; 20240102; 20240103; 20240202; 20240206; 20240322; 20240326;			
Holder of Voting Rights	Borrower			
Are there any restrictions on voting rights?	Yes/ No			
If yes, detail Not applicable				
Scheduled Return Date (if any)	Open			
Does the borrower have the right to return early?	Yes /No			
If yes, detail The Borrower shall be entitled at any time to t the Lender's instructions.	erminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance witl			
Does the lender have the right to recall early?	Yes /No			
	r any Equivalent Securities at any time by giving notice on any Business Day of not less than the Standard Settlement Time for such Equivalen clearing organisation through which the relevant borrowed Securities were originally delivered.			
Will the securities be returned on settlement?	Yes /No			

If yes, detail any exceptions If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established and on the basis of the Relevant Values so established, an account shall be taken of what is due from each Party to the other and the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable.

Schedule					
Type of Agreement	Global Master Securities Lending Agreement				
Parties to agreement	Morgan Stanley & Co. International plc and UBS SWITZERLAND AG				
Transfer Date	20230720; 20230921;				
Holder of Voting Rights	Borrower				
Are there any restrictions on voting rights?	Yes/ No				
If yes, detail Not applicable					
Scheduled Return Date (if any)	Open				
Does the borrower have the right to return early?	Yes /No				
If yes, detail The Borrower is entitled at any time to termina	ate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.				
Does the lender have the right to recall early?	Yes/ No				
If yes, detail The Lender is entitled to terminate a Loan and	to call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standard				
settlement time for such Equivalent Securities on the exchar	nge or in the clearing organisation through which the Loaned Securities were originally delivered.				
Will the securities be returned on settlement?	Yes /No				
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and					

the Parties' delivery and payment obligations in respect thereof.

Schedule				
Type of Agreement	Global Master Securities Lending Agreement			
Parties to agreement	Morgan Stanley & Co. International plc and JPMORGAN CHASE BANK, N.A.			
Transfer Date	20240125; 20240130; 20240229; 20240322; 20240326;			
Holder of Voting Rights	Borrower			
Are there any restrictions on voting rights?	Yes/ No			
If yes, detail Not applicable				
Scheduled Return Date (if any) Open				
Ooes the borrower have the right to return early? Yes/ No				
If yes, detail The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.				

Does	Does the lender have the right to recall early?				Yes /N						

yes, detail The Lender is entitled to terminate a Loan and to call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standard ettlement time for such Equivalent Securities on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.

Will the securities be returned on settlement? Yes/No

yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and ne Parties' delivery and payment obligations in respect thereof

Schedule

Annexure B

Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and STATE STREET BANK AND TRUST COMPANY
Transfer Date	20230921; 20230922; 20231009; 20231101; 20231102; 20231103; 20231123; 20231124; 20240118; 20240122; 20240123; 20240322; 20240326;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/ No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes /No
If yes, detail The Borrower is entitled at any time to terminate	a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.
Does the lender have the right to recall early?	Yes /No
If yes, detail The Lender is entitled to terminate a Loan and to o	all for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standari
settlement time for such Equivalent Securities on the exchange	or in the clearing organisation through which the Loaned Securities were originally delivered.
Will the securities be returned on settlement?	Yes /No
If yes, detail any exceptions If the Borrower does not redeliver	Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and
the Parties' delivery and payment obligations in respect thereof	

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and SCHRODER INTERNATIONAL SELECTION FUND
Transfer Date	20240129; 20240131; 20240205; 20240213; 20240220; 20240221; 20240228; 20240229; 20240322; 20240326;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/ No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes /No
If yes, detail The Borrower is entitled at any time to terminal	e a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.
Does the lender have the right to recall early?	Yes /No
If yes, detail The Lender is entitled to terminate a Loan and t	o call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standarı
settlement time for such Equivalent Securities on the exchang	ge or in the clearing organisation through which the Loaned Securities were originally delivered.
Will the securities be returned on settlement?	Yes /No
If yes, detail any exceptions If the Borrower does not redelive	er Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and
the Parties' delivery and payment obligations in respect there	of.

chedule						
Type of Agreement	Master Securities Loan Agreement					
Parties to agreement	Morgan Stanley & Co. LLC, MS Securities Services Inc. and BROWN BROTHERS HARRIMAN & CO.					
Transfer Date	20240205; 20240322;					
Holder of Voting Rights	Borrower					
Are there any restrictions on voting rights?	Yes/ No					
If yes, detail Not applicable						
Scheduled Return Date (if any)	Open					
Does the borrower have the right to return early?	Yes /No					

If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.

Does the lender have the right to recall early? Yes/No

if yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.

Will the securities be returned on settlement? Yes/No

If yes, detail any exceptions Upon the occurrence of a Default entitling the Lender to terminate all Loans, the Lender has the right to purchase a like amount of Loaned Securities, to sell any Collatera and to apply and set off the Collateral and any proceeds thereof against the payment of the purchase price for such Replacement Securities. In the event the Lender exercises such rights, the Borrower's obligation to return a like amount of the Loaned Securities shall terminate

Schedule					
Type of Agreement	Master Securities Loan Agreement				
Parties to agreement	Morgan Stanley & Co. LLC, MS Securities Services Inc. and STATE STREET BANK AND TRUST COMPANY				
Transfer Date	20230922; 20230925; 20231026; 20231031; 20231108; 20231113; 20231114; 20231115; 20240118; 20240123; 20240322; 20240326;				
Holder of Voting Rights	Borrower				
Are there any restrictions on voting rights?	Yes/ No				
If yes, detail Not applicable					
Scheduled Return Date (if any)	Open				
Does the borrower have the right to return early?	Yes /No				
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business On a Business Day. The termination date established by notice given to the other party prior to the Close of Business On a Business Day. The termination date established by notice given to the other party prior to the Close of Business On a Business Day. The termination date established by notice given to the other party prior to the Close of Business On a Business Day. The termination date established by notice given to the other party prior to the Close of Business On a Business Day. The termination date established by notice given to the other party prior to the Close of Business On a Business Day. The termination date established by notice given to the other party prior to the Close of Business On a Business On a Business Day. The termination date established by notice given to the other party prior to the Close of Business On a Bu					

a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.

Does the lender have the right to recall early?

Yes/No

If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice

Will the securities be returned on settlement? Yes/No if yes, detail any exceptions Upon the occurrence of a Default entitling the Lender to terminate all Loans, the Lender has the right to purchase a like amount of Loaned Securities, to sell any Collatera and to apply and set off the Collateral and any proceeds thereof against the payment of the purchase price for such Replacement Securities. In the event the Lender exercises such rights, the Borrower's obligation to return a like amount of the Loaned Securities shall terminate.

Schedule		
Type of Agreement	Australian Master Securities Lending Agreement	
Parties to agreement	Morgan Stanley Australia Securities Limited and CITIBANK NA	
Transfer Date	20231024; 20231025; 20231026; 20240109; 20240306; 20240307; 20240322;	
Holder of Voting Rights	Borrower	
Are there any restrictions on voting rights?	Yes/ No	
if yes, detail Not applicable		
Scheduled Return Date (if any)	Open	
Does the borrower have the right to return early?	Yes /No	
if yes, detail The Borrower shall be entitled at any time to terminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with		
the Lender's instructions.		
Does the lender have the right to recall early?	Yes /No	
If yes, detail The Lender may call for the redelivery of all or any	Equivalent Securities at any time by giving notice on any Business Day of not less than the Standard Settlement Time for such Equivalen	
Securities or the equivalent time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered.		

If yes, detail any exceptions If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established and on the basis of the Relevant Values so established, an account shall be taken of what is due from each Party to the other and the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable.

Schedule		
Type of Agreement	Global Master Securities Lending Agreement	
Parties to agreement	Morgan Stanley & Co. International plc and BNP PARIBAS	
Transfer Date	20231024; 20240322;	
Holder of Voting Rights	Borrower	
Are there any restrictions on voting rights?	Yes/ No	
If yes, detail Not applicable		
Scheduled Return Date (if any)	Open	
Does the borrower have the right to return early?	Yes/ Ne	
If yes, detail The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.		
Does the lender have the right to recall early?	Yes /No	
if yes, detail The Lender is entitled to terminate a Loan and to call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standari		
settlement time for such Equivalent Securities on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.		
Will the securities be returned on settlement?	Yes /No	
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and		
the Parties' delivery and payment obligations in respect thereof.		

Schedule		
Type of Agreement	International Prime Brokerage Agreement	
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and AUSBIL INVESTMENT MANAGEMENT LIMITED AS RESPONSIBLE ENTITY FOR AUSBIL GLOBAL RESOURCES FUND	
Transfer Date	20240326;	
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.	
Are there any restrictions on voting rights?	Yes/ No	
If yes, detail Not applicable		
Scheduled Return Date (if any)	Open	
Does the borrower have the right to return early?	Yes /No	
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.		
Does the lender have the right to recall early?	Yes /No	
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.		
Will the securities be returned on settlement?	Yes /No	

If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an accoun shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

Schedule		
Type of Agreement	Customer Prime Broker Account Agreement	
Parties to agreement	Morgan Stanley & Co. LLC on behalf of all Morgan Stanley entities and customer PRELUDE STRUCTURED ALTERNATIVES MASTER FUND, LI	
Transfer Date	20240319;	
Holder of Voting Rights	Morgan Stanley	
Are there any restrictions on voting rights?	No	
If yes, detail Not applicable	•	
Scheduled Return Date (if any)	Open	
Does the borrower have the right to return early?	Yes	
If yes, detail Morgan Stanley may return rehypothecated shares at any time.		
Does the lender have the right to recall early?	Yes	
If yes, detail The customer may recall shares from Morga	nn Stanley at any time.	
Will the securities be returned on settlement?	Yes	

If yes, detail any exceptions In the ordinary course of business, securities will be returned to customers. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to th customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral, including rehypothecated securities, for the purpose of arriving at a single closeout amount. In such a default scenario, Morgan Stanley may do an actual or deemed sale of the rehypothecated securities.

Annexure B

Schedule		
Type of Agreement	International Prime Brokerage Agreement	
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and MAREX PRIME SERVICES LIMITED	
Transfer Date	20240325;	
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.	
Are there any restrictions on voting rights?	Yes/ No	
if yes, detail Not applicable		
Scheduled Return Date (if any)	Open	
Does the borrower have the right to return early?	Yes /No	
if yes, detail Prime broker may return shares which were rehypothecated from the client at any time.		
Does the lender have the right to recall early?	Yes /No	
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.		
Will the securities be returned on settlement?	Yes /No	

fryes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.