

BORROWER SECURITY AND PLEDGE AGREEMENT

In consideration of loans, advances, overdrafts, letters of credit, acceptances, swaps, securities transactions, forward contracts, foreign currency transactions and all other credit transactions and financial accommodations given or to be given or to be continued from time to time to Southern Financial LLC ("Debtor") by Deutsche Bank AG or any of its Affiliates listed on Schedule A hereto (collectively, "Lender"), Debtor hereby agrees with Lender as follows:

1. As collateral security for the punctual payment and performance of all present and future liabilities and obligations, direct or indirect, liquidated or contingent, secured or unsecured, joint or several of Debtor to Lender when due, whether at stated maturity, by acceleration or otherwise, whether now existing or hereafter incurred, whether now or hereafter due, whether for principal, interest (including interest accruing after the commencement of any bankruptcy or insolvency proceeding, whether or not allowed or allowable thereunder), fees, costs, attorneys' fees, taxes, damages, expenses, indemnities, or otherwise, and howsoever evidenced (collectively, the "Obligations"), Debtor hereby assigns, pledges and grants to Lender a continuing first priority security interest in and lien upon all right, title and interest of Debtor in and to (i) all cash, securities, shares, certificates, investment property, security entitlements, promissory notes, instruments, rights, receivables, general intangibles, commodities and all other property and financial assets of Debtor now or hereafter in the possession, custody or control of Lender, including, without limitation, any of the foregoing from time to time deposited in, credited to or payable to that certain account identified on Schedule A hereto together with any and all subaccounts thereof, segregated accounts thereunder and cash, deposit or other accounts (including securities accounts) linked or related thereto, and any and all of their respective successor, replacement or substitute accounts (collectively, the "Collateral Accounts"), (ii) the Collateral Accounts, (iii) in addition to, and not in derogation of clause (i) or clause (ii) above, those certain securities and other property, if any, listed on Schedule B hereto, (iv) all cash, securities, shares, certificates, notes, instruments, rights, promissory notes, payment intangibles, general intangibles, accounts, receivables, letter of credit

rights and all other property and financial assets now or hereafter received or receivable in connection with any sale, exchange, redemption or other disposition of any of the foregoing, (v) all dividends, interest and other distributions, whether in cash, securities, promissory notes, payment intangibles, general intangibles, accounts or other property on or in respect of any of the foregoing, (vi) all additions to and substitutions for any of the foregoing, (vii) all present and future rights, claims, remedies and privileges of Debtor pertaining to any of the foregoing, (viii) all general intangibles, payment intangibles, and contract rights of Debtor relating to any of the Obligations, and (ix) all proceeds of any of the foregoing, in each case whether now existing or hereafter arising or acquired (collectively, the "Collateral").

2. Debtor represents and warrants to Lender that: (a) the information regarding Debtor set forth opposite Debtor's signature below ("Debtor Information") is true, correct and complete on the date hereof, (b) Debtor, if a corporation, partnership or other legal entity, is duly organized and validly existing in good standing under the laws of its jurisdiction of formation, and is duly qualified and in good standing in all such foreign jurisdictions where its business or property so requires, (c) Debtor has all necessary right, power and authority to own Debtor's property and assets, to transact the business in which Debtor is engaged and to grant to Lender a security interest in the Collateral, and has taken all necessary action to authorize Debtor's execution, delivery and performance of this Agreement, including all necessary actions by members, managers, partners, directors or shareholders, as the case may be, and all filings and recordings, (d) the execution, delivery and performance by Debtor of this Agreement do not

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