

## SECURITIES ACCOUNT CONTROL AGREEMENT

This agreement, dated October 28, 2013 (this "Agreement") sets forth the agreement between DEUTSCHE BANK SECURITIES INC. (the "Intermediary"), SOUTHERN FINANCIAL, LLC (the "Debtor") and DEUTSCHE BANK AG or any of its affiliates referred to in Section 9 (the "Secured Party"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York.

**Section 1. Establishment of Securities Account.** The Intermediary hereby confirms that:

1.1 **Account Number and Name.** The Intermediary has established account number(s) [REDACTED] (hereinafter referred to as the "primary account") and [REDACTED] (hereinafter referred to as the "secondary account") and the account(s) is/are maintained in the name of the Debtor (hereinafter, collectively the "Securities Account").

1.2 **Status as a Securities Account.** The Securities Account is a "securities account" as such term is defined in Section 8-501(a) of the UCC.

**Section 2. Maintenance of Securities Account.**

2.1 **Clearance and Settlement.** Debtor and Secured Party understand and agree that any clearing and settlement firm used by Intermediary in administering the Securities Account is not authorized to accept, and Debtor and Secured Party agree not to attempt to give, instructions to such firm. The Securities Account shall include any sub-accounts as may be established for its proper administration and maintenance.

2.2 **Primary and Secondary Accounts.**

2.2.1 Prior to or contemporaneous with the execution of this Agreement, Secured Party shall identify to Intermediary by delivery of a collateral lien instruction or similar form of Secured Party direction or order (hereinafter referred to as the "Instruction Order") the financial assets in the primary account that it wants transferred to the secondary account. Subject to the provisions of this Agreement, the primary account will be used for trading and margin activities and the secondary account will be used solely to hold financial assets as collateral for the Secured Party provided that, in the sole discretion of Secured Party, Secured Party may approve the trading of financial assets held in the secondary account and may move such assets to the primary account for the settlement of trades by delivery of an Instruction Order. Delivery of an Instruction Order shall have the same effect as, and shall be upon the same conditions set forth for a delivery of, an Entitlement Order as defined and provided in Section 2.3.

2.2.2 The Debtor understands and agrees that each of Intermediary and Secured Party has a lien on the entire Securities Account. Except as provided in Section 2.2.3, Intermediary has a first lien on the primary account. Secured Party has a first lien on the secondary account. In addition to the rights of Secured Party under Section 2.2.1, Secured Party may also deliver an Instruction Order to transfer financial assets from the primary account to the

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