

TERMINATION AGREEMENT

This **TERMINATION AGREEMENT** (this “**Termination Agreement**”) dated as of (the “**Termination Date**”) is entered into by and between **Deutsche Bank AG** (“**Party A**”) and **Southern Financial, LLC** (the “**Fund**” or “**Party B**”). All capitalized terms used herein and not otherwise defined shall have the meanings provided in the Master Agreement (defined below).

W I T N E S S E T H:

WHEREAS, Party A and Party B are parties to an ISDA Master Agreement, including the Schedule and Credit Support Annex, dated as of October 28, 2013 (as amended, supplemented or modified from time to time, and including any Confirmation, collectively the “**Master Agreement**”); and

WHEREAS, Party A and Party B wish to terminate the Master Agreement as herein provided effective as of the Termination Date.

NOW, THEREFORE, for good and valuable consideration, the existence of which is hereby acknowledged, the parties agree as follows:

- 1) **Termination**. The parties hereto agree that there are no Transactions outstanding under the Master Agreement, that no obligations currently exist, and no payments are owed or will be owed by Party A and Party B to each other or to any other party in connection with the termination of the Master Agreement or otherwise. The parties further agree that there are no outstanding balances, liabilities or assets in the name of Party A or Party B under the Master Agreement as of the Termination Date. Accordingly, the parties hereby agree that the Master Agreement is hereby terminated as of the Termination Date.
- 2) **Waiver of Notice Period**. To the extent applicable, each party hereby waives its right to any notice or notice period prior to termination.
- 3) **Effect of Termination**. Except as provided in the Master Agreement, the rights and obligations of the parties set forth in the Master Agreement shall cease as of the Termination Date, and Party A shall close all of Party B’s account(s).
- 4) **Governing Law**. This Termination Agreement will be governed by, and construed in accordance with, the laws of the State of New York, without regard to its choice of law principles. The parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City for the purposes of adjudicating any matter arising from or in connection with this Agreement. **THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS TERMINATION AGREEMENT.**
- 5) **Miscellaneous**. This Termination Agreement may be executed in counterparts, each of which shall be deemed an original instrument and all of which taken together shall constitute one and the same agreement. Each party hereto shall become bound by this Termination Agreement immediately upon such party’s execution and delivery hereof and independently of the execution and delivery hereof by the other parties hereto. The parties may sign and deliver this Termination Agreement by electronic mail or facsimile transmission. The parties agree that the delivery of this Termination Agreement by electronic mail or facsimile shall have the same force and effect as delivery of original signatures and