

**AMENDMENT AGREEMENT**

This **AMENDMENT AGREEMENT** (this "**Amendment Agreement**"), dated as of October 23, 2017, between **Deutsche Bank AG** ("**Party A**") and **Southern Financial, LLC**, a limited liability company incorporated under the laws of United States Virgin Islands (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).

**WITNESSETH:**

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

**WHEREAS**, Party A and Party B wish to amend the Master Agreement as herein provided.

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

1. Amendments.

- (a) The Termination Agreement entered into between Party A and Party B as of December 7, 2016 is hereby void and the Master Agreement shall be reinstated and continue in full force and effect from this day forward.
- (b) Part 1(h)(i) of the Schedule is hereby deleted in its entirety and replaced with the following:
  - "(i) **Maintenance of Ownership.** Jeffrey Epstein at any time ceases to own, whether directly or indirectly, at least 51% of the paid-up share capital of Party B or if at any time the number of persons holding paid-up capital in Party B exceeds 10."
- (c) Part 1(h)(iv) of the Schedule is hereby deleted in its entirety and replaced with the following:
  - "(iv) Party B's net worth at any time is less than USD 120,000,000; net worth of Party B equals the assets of Party B minus the liabilities of Party B as reflected in the most recent financial statements of Party B delivered to Party A; or"
- (d) Part 5(d)(v) of the Schedule is hereby deleted in its entirety and replaced with the following:
  - "(v) Party B has, as of such date, (x) total assets at least equal to USD 120,000,000; (y) net worth (as defined in Part 1 of this Schedule) at least

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