

Deutsche Bank AG London
Winchester House
1 Great Winchester Street
London EC2N 2DB

Telephone: [REDACTED]

Date:

To:

Attention:

Facsimile no.:

Our Reference:

UTI / USI

Re:

Ladies and Gentlemen:

The purpose of this letter agreement is to set forth the terms and conditions of the Transaction entered into between Deutsche Bank AG ("DBAG") and Southern Financial, LLC ("Counterparty") on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the "Definitions") as published by the International Swaps and Derivatives Association, Inc. are incorporated by reference herein. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

For the purpose of this Confirmation, all references in the Definitions or the Agreement to a "Swap Transaction" shall be deemed to be references to this Transaction.

1. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of October 28, 2013, (as the same may be amended or supplemented from time to time, the "Agreement"), between DBAG and Counterparty. All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below.

2. The Swap Transaction to which this Confirmation relates is a CMS One Look Transaction, the terms of which are as follows:

Notional Amount:

Trade Date:

USD 45,000,000.00

June 1, 2018

June 4, 2018

Southern Financial, LLC

Swaps Documentation Department

44 3541 4739

Global No. NG348669M

1030210678010200000000000000000013NG348669M

Confirmation of a CMS One Look Transaction

Chairman of the Supervisory Board: Paul Achleitner.

Management Board: John Cryan (Chairman), Marcus Schenck, Christian Sewing, Kimberly Hammonds, Stuart Lewis, Sylvie Matherat, James von Moltke, Nicolas Moreau, Garth Ritchie, Karl von Rohr, Werner Steinmüller, Frank Strauß.

Deutsche Bank AG is authorised under German Banking Law (competent authority: European Central Bank and the BaFin, Germany's Federal Financial Supervisory Authority) and, in the United Kingdom, by the Prudential Regulation Authority. It is subject to supervision by the European Central Bank and by the BaFin, and is subject to limited regulation in the United Kingdom by the Financial Conduct Authority and the Prudential Regulation Authority.

Deutsche Bank AG is a joint stock corporation with limited liability incorporated in the Federal Republic of Germany, Local Court of Frankfurt am Main, HRB No. 30 000;

Branch Registration in England and Wales BR000005 and Registered Address: Winchester House, 1 Great Winchester Street, London EC2N 2DB. Deutsche Bank AG, London Branch is a member of the London Stock Exchange. (Details about the extent of our authorisation and regulation in the United Kingdom are available on request or from www.db.com/en/content/eu_disclosures.htm)

Effective Date:
Termination Date:
June 5, 2018
Floating Rate Payer Payment Date
Fixing Date:
Business Days:
Banking Day for Fixing Date:
Fixed Amounts:
Fixed Amount Payer:
Fixed Amount:
Fixed Amount Payer Payment Date:
June 1, 2020, subject to adjustment in accordance
with the Following Business Day Convention
New York
US Government Securities Business Day
Counterparty
USD 96,750.
June 5, 2018, subject to adjustment in accordance
with the Following Business Day Convention
Floating Amounts:
Floating Rate Payer:
Floating Rate Payer Payment Dates:
Floating Rate:
DBAG
Two (2) Business Days following the Fixing Date
A rate calculated in accordance with the following
formula:
[MAX[0; ([FRO 1] – [FRO 2]) – Strike Swap Rate]]
Where:
“FRO1” means a rate determined by reference to
Floating Rate Option USD-ICESWAP3-Swap Rate
with a Designated Maturity of 10 years, provided that
in the definition of the relevant Floating Rate Option
and in the fallback Floating Rate Option referred to in
such definition (all as set out in the 2006 ISDA
Definitions) the phrase “Reset Date” shall be replaced
by “Fixing Date”
“FRO 2” means a rate determined by reference to
Floating Rate Option USD-ICESWAP3-Swap Rate
with a Designated Maturity of 2 years, provided that
in the definition of the relevant Floating Rate Option
and in the fallback Floating Rate Option referred to in
such definition (all as set out in the 2006 ISDA
Definitions) the phrase “Reset Date” shall be replaced
by “Fixing Date”
“MAX” followed by a series of rates inside brackets,
means whichever is the greater of the rates
separated by a semi-colon inside those brackets
“Strike Swap Rate” means, 0.10%

NG348669M

2

Floating Rate Day Count

Fraction:

1/1

3. Account Details:

Account Details for DBAG:

Account Details for Counterparty:

4. Offices:

The Office of DBAG for this Transaction is London.

5. Calculation Agent:

6. Representations:

Each party will be deemed to represent to the other party on the date on which it enters into this

Transaction that (absent a written agreement between the parties that expressly imposes affirmative

obligations to the contrary for this Transaction):

(i) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter

into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own

judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any

communication (written or oral) of the other party as investment advice or as a recommendation to enter

into this Transaction; it being understood that information and explanations related to the terms and

conditions of this Transaction shall not be considered investment advice or a recommendation to enter into

this Transaction. No communication (written or oral) received from the other party shall be deemed to be an

assurance or guarantee as to the expected results of this Transaction.

(ii) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its

own behalf or through independent professional advice), and understands and accepts,

the terms,

conditions and risks of this Transaction. It is also capable of assuming, and assumed, the risks of this

Transaction.

(iii) Status of Parties. The other party is not acting as a fiduciary for, or an adviser to it in respect of this

Transaction.

Standard Settlement Instructions

Standard Settlement Instructions

The party specified as such in the Agreement, or if not specified therein, DBAG.

NG348669M

3

7. Please confirm that the foregoing correctly sets forth the terms of our agreement by having an authorized officer sign this Confirmation and return it via facsimile or e-mail to: Attention: Derivative Documentation

Telephone: [REDACTED]

Facsimile: [REDACTED]

E-mail: [REDACTED]

This message will be the only form of Confirmation dispatched by us. If you wish to exchange hard copy forms of this Confirmation, please contact us.

Yours sincerely,

Deutsche Bank AG

Confirmed as of the date first written above:

Southern Financial, LLC

By: _____

Name: _____

Title: _____

NG348669M

4