

DRAFT

(g) ***“Termination Currency”*** means United States Dollars ~~unless the party which is not the Defaulting Party or the Affected Party, as the case may be, shall select an alternative freely available and convertible currency as the Termination Currency.~~ [Client counsel wants this to be **USD only**. If we do need to give more room, then similar language in another, executed DB ISDA reads: “unless the party which is not the Defaulting Party or the Affected Party, as the case may be, shall select an alternative freely available and convertible currency as the Termination Currency”]

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(h) ***Additional Termination Events.*** The occurrence of any of the following events shall constitute a Termination Event:

(i) Change of ownership – If there is any change in the beneficial ownership of Jeffrey Epstein [embarrassing! Please amend. Include language around the ownership of Southern Financial, LLC and Southern Trust, Inc. Need to be able to change ownership pending DB KYC approval of the added owner] as of the date of this Agreement.

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(ii) The Credit Support Provider [no personal guarantee. Inc and LLC should stand alone] of Party B fails to maintain (x) total assets; (y) net worth; and (z) liquid assets at least equal to the amounts specified in Appendix II.

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For purposes hereof, net worth of the Credit Support Provider of Party B equals the assets of Credit Support Provider of Party B (exclusive of home, furnishings and automobiles) minus the liabilities of Credit Support Provider of Party B as reflected in the most recent financial statements of Credit Support Provider of Party B delivered to Party A.

(iii) An Adverse Regulatory Change occurs and is continuing. “Adverse Regulatory Change” means the adoption of, or any change in, any applicable law after the date on which a Transaction is entered into, or issuance of any directive or the promulgation of, or any change in, the interpretation, whether formal or informal, of any law or directive (or any requests, whether or not having the force of law) made by any court, tribunal or regulatory authority with competent jurisdiction after such date which, in respect of a Transaction or any assets or hedge incidental thereto, in Party A’s good faith determination, has the effect with regard to either party of: (A) imposing or adversely modifying, in any material respect, any reserve, special deposit, or similar requirement; or (B) materially affecting the amount of regulatory capital to be maintained by such party or (C) subjecting such party to any material loss due to the re-characterization of any payments or deliveries to be made under such Transaction; or

(iv) In the reasonable opinion of Party A, there is a material adverse change in the financial condition or credit standing of Party B or the Credit Support Provider of Party B from either the date of this Agreement or the date of the most recent financial statements of Party B or the Credit Support Provider of Party B delivered to Party A. [see appendix with clarification and revision to thresholds]

For the purpose of the foregoing Termination Events specified in clauses (i) through (iv) above, Party B shall be deemed to be the Affected Party and Party A shall not be an Affected Party.