

ITALIAN ANNEX
Supplemental terms and conditions for transactions in
Italian Domestic Purchased Securities or Italian Bonds

This Annex constitutes an Annex to the TBMA/ISMA Global Master Repurchase Agreement dated **December 31, 2014** between **DEUTSCHE BANK AG** and **SOUTHERN FINANCIAL LLC** (the "*Agreement*").

1. Scope

In the event of Repurchase Transactions or Buy/Sell Back Transactions in Domestic Purchased Securities (as defined below) or in Italian Bonds (as defined below) whether or not such Italian Bonds fall within the definition of Domestic Purchased Securities, the following provisions shall apply and, where in conflict with any other term of the Agreement or of the Buy/Sell Back Annex, they shall prevail.

2. Interpretation

(a) The following definition shall be added to paragraph 2 of the Agreement –

“Domestic Purchased Securities” means Purchased Securities which are issued in Italy whether or not the issuer thereof is incorporated in Italy or has a presence in Italy.

(b) The following definitions shall replace the corresponding definitions contained in paragraph 2 of the Buy/Sell Back Annex –

(i) “Accrued Interest”, with respect to any Domestic Purchased Securities unpaid Income that has accrued during the period from (and excluding) the issue date or the last Income Payment Date (whichever is the later) in respect of such Domestic Purchased Securities to (and including) the date of calculation. For these purposes unpaid Income shall be deemed to accrue on a daily basis from (and excluding) the issue date or the last Income Payment Date (as the case may be) to (and including) the next Income Payment Date or the maturity date (whichever is the earlier).

(ii) “Sell Back Differential”, with respect to any Transaction in Domestic Purchased Securities as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction (on a 360 day basis unless otherwise agreed between the parties for the Transaction) to the sum of (a) the Purchase Price and (b) Accrued Interest paid on the Purchase Date for such Transaction for the actual number of days during the period commencing on (and excluding) the Purchase Date for such Transaction and ending on (and including), the date of calculation.

(c) References to “Repurchase Price” and to “Sell Back Price” throughout this Annex shall be construed as references to “Repurchase Price or the Sell Back Price, as the case may be”.

3. Settlement Method

The settlement method in relation to Transactions in Domestic Purchased Securities shall be “in the counter” (giornaliera titoli) unless the parties in the relevant Confirmation agree that such settlement method shall be “over the counter” (Conto Accentrato Titoli (CAT) copertura giornaliera) (such terms having the meanings specified in the relevant regulations issued by the Bank of Italy).

4. Late Delivery

(a) In connection with a Transaction in Domestic Purchased Securities, if Seller fails to deliver Domestic Purchased Securities to Buyer on the Purchase Date or Buyer fails to deliver Securities equivalent to Domestic Purchased Securities on the Repurchase Date and Buyer or, as the case may be, Seller (the “affected party”) elects to terminate the Transaction in accordance with paragraph 10(g)(iii) or, as the case may be paragraph 10(h)(iii) of the Agreement, the parties agree that for the purposes of paragraph 10(c) -