

Party A: Deutsche Bank AG
Party B: Southern Financial, LLC

Paragraph 13. Elections and Variables

(a) Security Interest for "Obligations". The term "Obligations" as used in this Annex includes the following additional obligations. With respect to Party A, "Obligations" means any and all present and future obligations of Party A under or in connection with this Agreement, or any other contract, or any other transaction between Party A and Party B.

With respect to Party B, "Obligations" means any and all present and future obligations of Party B under or in connection with this Agreement, or any other contract, or any other transaction between Party B and Party A.

(b) Credit Support Obligations.

(i) Delivery Amount, Return Amount and Credit Support Amount.

(A) "Delivery Amount" has the meaning specified in Paragraph 3(a).

(B) "Return Amount" has the meaning specified in Paragraph 3(b).

(C) "Credit Support Amount" has the meaning specified in Paragraph 3.

(ii) Eligible Collateral. The following items will qualify as "Eligible Collateral" for the party specified:

Party A Party B Valuation
Percentage

(A) Cash 100%

(B) negotiable debt obligations issued by the U.S. Treasury Department having a remaining maturity of less than one year ("Treasury Bills")
 98%

(C) negotiable debt obligations issued by the U.S. Treasury Department having a remaining maturity of 1-10 years ("Treasury Notes")
 95%

(D) negotiable debt obligations issued by the U.S. Treasury Department having a remaining maturity of more than 10 years ("Treasury Bonds")

[X] [X] 90%

(E) Any account or deposit of Party B with Party A or an affiliate of Party A which is identified on Exhibit A annexed hereto or otherwise designated as Eligible Collateral for purposes of this Annex in a writing executed and delivered, in counterpart or otherwise, by Party A and Party B (each such account or deposit, together with all of the securities, funds and other property therein and all of the security entitlements related thereto, an "Eligible Account"). In the case of an account or deposit with an affiliate of Party A, such account or deposit shall qualify as an Eligible Account only if such affiliate signs this Annex at the end hereof. [X] [X] As determined by Party A in its sole discretion and further reduced by the full amount of any other obligations secured by such Eligible Account as determined by Party A in its sole discretion.

(F) Such other collateral as Party A and Party B may agree. [X]
[X] As may be agreed.

(iii) Other Eligible Support. The following items will qualify as "Other Eligible Support" for the party specified:

(A) Inapplicable Inapplicable []

(B) Inapplicable Inapplicable []

(iv) Thresholds.

(A) "Independent Amount" means with respect to Party A: Inapplicable

"Independent Amount" means with respect to Party B: As specified in the relevant Confirmation or agreed to by the parties.

(B) "Threshold" means with respect to Party A: USD 2,000,000 provided, however, that the Threshold for such party shall be zero upon the occurrence and during the continuance of an Event of Default, Potential Event of Default, Termination Event, Additional Termination Event, or Specified Condition with respect to such party.

"Threshold" means with respect to Party B: Zero.

(C) "Minimum Transfer Amount" means with respect to Party A: \$100,000 provided, however, that the Minimum Transfer Amount for such party shall be zero upon the occurrence and during the continuance of an Event of Default, Potential Event of Default, Termination Event, Additional Termination Event or Specified Condition with respect to such party.

"Minimum Transfer Amount" means with respect to Party B: \$100,000 provided, however, that the Minimum Transfer Amount for such party shall be zero upon the occurrence and during the continuance of an Event of Default, Potential Event of Default, Termination Event, Additional Termination Event or Specified Condition with respect to such party.

(D) Rounding. The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of \$10,000.

(c) Valuation and Timing.

(i) "Valuation Agent" means: Party A.

(ii) "Valuation Date" means: Any Local Business Day.

(iii) "Valuation Time" means:

[] the close of business in the city of the Valuation Agent on the Valuation Date or date of calculation, as applicable;

[X] the close of business on the Local Business Day before the Valuation Date or date of calculation, as applicable;

provided that the calculations of Value and Exposure will be made as of approximately the same time on the same date.

(iv) "Notification Time" means 10:00 am, New York time, on a Local Business Day.

(v) "Transfer Timing" the definition of Transfer Timing set forth in Paragraph 4(b) shall be amended by (i) replacing the word "next" appearing in the third line thereof with the word "same" and (ii) by replacing the word "second" appearing in the fifth line thereof with the word "next."

(d) Conditions Precedent and Secured Party's Rights and Remedies. Each Termination Event specified below with respect to a party will be a "Specified Condition" for that party (the specified party being the Affected Party if a Termination Event or Additional Termination Event occurs with respect to that party):

Party A Party B

Force Majeure	[X]	[X]
Illegality	[X]	[X]
Tax Event	[]	[]
Tax Event Upon Merger	[]	[]
Credit Event Upon Merger	[X]	[X]

The Additional Termination Events specified in Part 1 (other than an Elective Termination) of the Schedule to this Agreement or any event which, with the giving of notice or the lapse of time or both, would constitute an Additional Termination Event. [] [X]

(e) Substitution.

(i) "Substitution Date" has the meaning specified in Paragraph 4(d)(ii).

(ii) Consent. If specified here as applicable, then the Pledgor must obtain the Secured Party's consent for any substitution pursuant to Paragraph 4(d): Inapplicable

(f) Dispute Resolution.

(i) "Resolution Time" means 1:00 p.m., New York time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 5.

(ii) Value. For the purpose of Paragraphs 5(i)(C) and 5(ii), the Value of Posted Credit Support will be calculated as follows: as set forth for other purposes in Paragraph 12.

(iii) Alternative. The provisions of Paragraph 5 will apply, except to the following extent: (A) pending the resolution of a dispute, Transfer of the undisputed Value of Eligible Credit Support or Posted Credit Support involved in the relevant demand will be due as provided in Paragraph 5 if the demand is given by the Notification Time, but will be due on the second Local Business Day after the demand if the demand is given after the Notification Time; and (B) the Disputing Party need not comply with the provisions of Paragraph 5(II)(2) if the amount to be Transferred does not exceed the Disputing Party's Minimum Transfer Amount.

(g) Holding and Using Posted Collateral.

(i) Eligibility to Hold Posted Collateral; Custodians. Party A and its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); provided that the following conditions applicable to it are satisfied:

(A) Party A is not a Defaulting Party.

(B) Posted Collateral may be held only in the following jurisdictions: Posted Collateral consisting of certificated securities must be held in New York.

Initially, the Custodian for Party A is: Deutsche Bank AG New York Branch. Party B and its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); provided that the following conditions applicable to it are satisfied:

(A) Party B is not a Defaulting Party.

(B) Posted Collateral consisting of certificated securities must be held in New York.

(C) In the event that the Custodian holds Posted Collateral, the long-term unsubordinated unsecured debt of the Custodian is rated at least A by Standard & Poor's, a division of The McGraw-Hill Companies, Inc. (or any successor thereto) and at least A2 by Moody's Investors Service, Inc. (or any successor thereto).

(ii) Use of Posted Collateral. The provisions of Paragraph 6(c) will apply to Party A and not to Party B.

Collateral Account. All Eligible Collateral received by Party A from Party B (other than Contract Rights and Eligible Accounts) shall be credited to one or more accounts (each, a "Collateral Account") at Party A, or its Custodian, each of which may include property of other parties but will bear a title indicating that the property in such Collateral Account is held as security.

Party A shall cause statements concerning the Posted Collateral held in each

Collateral Account to be delivered to Party B on request. Nothing in this Paragraph 13(g)(iii) shall be constructed as limiting the right of Party A to use or otherwise dispose of Posted Collateral pursuant to Paragraph 6(c).

Party A shall have no responsibility for ascertaining or informing Party B with respect to, and shall not be required to take any action concerning, any maturities, calls, conversions, exchanges, offers, tenders, redemptions or similar matters relating to any of the Posted Collateral, regardless of whether Party A has or is deemed to have knowledge of any thereof.

Eligible Accounts. Party B may close, or withdraw funds or property from, an Eligible Account provided as Eligible Collateral only if (i) such close or withdrawal is part of a substitution effected in accordance with Paragraph 4(d) of this Annex or (ii) after giving effect to such close or withdrawal, the value of the remaining Posted Collateral for purposes of this Annex will be equal to or greater than that required hereunder. Party B hereby irrevocably authorizes Party A and its affiliates to disregard any instruction from Party B relating to an Eligible Account established with such entity which violates the provisions of this Paragraph 13(g)(iv).

Party B hereby irrevocably authorizes Party A to originate entitlement orders (within the meaning of Article 8 of the New York Uniform Commercial Code) with respect to each Eligible Account maintained with an affiliate of Party A, and each such affiliate agrees that (x) it will comply with such entitlement orders originated by Party A without further consent by Party B and (y) it is acting as agent for Party A with respect to such Eligible Account.

(h) Distributions and Interest Amount.

(i) Interest Rate. The "Interest Rate" will be with respect to Eligible Collateral in the form of Cash, for any day, the rate opposite the caption "Federal Funds (Effective)" for such day as published for such day in Federal Reserve Publication H.15(519) or any successor publication as published by the Board of Governors of the Federal Reserve System.

(ii) Transfer of Interest Amount. The Transfer of the Interest Amount will be made on the first Local Business Day of each calendar month.

(iii) Alternative to Interest Amount. The provisions of Paragraph 6(d)-(ii) will apply.

(i) Other Eligible Support and Other Posted Support.

(i) "Value" with respect to Other Eligible Support and Other Posted Support means: Inapplicable

(ii) "Transfer" with respect to Other Eligible Support and Other Posted Support means: Inapplicable

(j) Demands and Notices. All demands, specifications and notices under this Annex will be made pursuant to the Notices Section of this Agreement,

unless otherwise specified here:

Party A: Deutsche Bank AG
60 Wall Street
New York, NY 10005
Attention: Collateral Management
Telephone No.: 212-250-6200
Fax No.: 212-797-5922

Party B: Same as provided in Notices section of the Agreement

(k) Addresses for Transfers

Party A: To be notified from time to time
Party B: To be notified from time to time

(l) Other Provisions.

(i) Limit on Secured Party's Liability. The Secured Party will not be liable for any losses or damages that the Pledgor may suffer as a result of any failure by the Secured Party to perform, or any delay by it in performing, any of its obligations under this Annex if the failure or delay results from circumstances beyond the reasonable control of the Secured Party or its Custodian, such as interruption or loss of computer or communication services, labor disturbance, natural disaster or local or national emergency.

(ii) Further Assurances. If the Pledgor fails (a) to execute and deliver to the Secured Party such financing statements, assignments, or other documents or (b) to do such other things relating to the Posted Collateral as the Secured Party may reasonably request in order to protect and maintain its security interest in the Posted Collateral and to protect, preserve, and realize upon the Posted Collateral, then the Secured Party is hereby authorized by the Pledgor (but not required) to complete and execute such financing statements, assignments, and other documents as the Secured Party deems appropriate for such purposes. The Pledgor hereby appoints the Secured Party, during the term of this Agreement, as the Pledgor's agent and attorney-in-fact to complete and execute such financing statements, assignments and other documents and to perform all other acts which the Secured Party may deem appropriate to protect and maintain its security interest in the Posted Collateral and to protect, preserve, and realize upon the Posted Collateral. The power-of-attorney granted herein to the Secured Party is coupled with an interest and is irrevocable during the term of this Agreement.

(iii) Transfer. Eligible Collateral contained in Eligible Accounts shall be deemed (i) "Transferred" to Party A for purposes of this Annex at all times while such Eligible Accounts are designated as Cash Collateral Accounts in accordance with this Agreement, (ii) "Transferred" to Party B for purposes of this Annex when the security interest in such Eligible Collateral in favor of

Party A is released, and (iii) held by Party A for purposes of this Annex at all times on and after the Transfer of such Eligible Collateral to Party A and before the Transfer of such Eligible Collateral to Party B.
(iv) The terms of Paragraph 13 of the Annex shall be amended by inserting the following as a new paragraph (m) as follows:

“(m) Withholding Tax on Interest Amount with respect to Posted Collateral comprised of Cash:

The provisions of Section 2(d) of this Agreement shall not apply with respect to payment of the Interest Amount under this Annex, and any withholding tax on the Interest Amount shall not constitute an Indemnifiable Tax under this Agreement. Paragraph 6(d)(ii) of this Annex is hereby amended by inserting “less any applicable withholding tax” after “the Interest Amount” in line 4 thereof.

The parties hereby acknowledge and agree that, when interpreting any provision or representation in this Agreement (other than this Annex) relating to tax matters, references to “payment under this Agreement” or any other words with a similar purport made in this Agreement (excluding this Annex) shall be deemed to exclude payment of the Interest Amount under this Annex.”

DEUTSCHE BANK AG

SOUTHERN FINANCIAL, LLC

By:
Name:
Title: By:
Name:
Title:
By:
Name:
Title:

This undersigned entity, which is an affiliate of Party A, is executing this Annex to evidence its agreement to Paragraph 13(g)(iv) hereof.
DEUTSCHE BANK SECURITIES INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

For the purposes of the Credit Support Annex to which this Exhibit is attached and made a part, each of the following shall be an Eligible Account:-

DEUTSCHE BANK SECURITIES INC.
Primary account number TBD
Secondary account number TBD

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