

SCHEDULE

to the

2002 ISDA Master Agreement

dated as of _____

among

Deutsche Bank AG ("Party A"),

and

Southern Financial, LLC, a limited liability

company incorporated under the laws of United States Virgin Islands ("Party B")

Part 1. Termination Provisions.

(a) "Specified Entity" means:

in relation to Party A: Not Applicable

and in relation to Party B for the purpose of:

Section 5(a)(v): Not Applicable

Section 5(a)(vi): Not Applicable

Section 5(a)(vii): Not Applicable

Section 5(b)(v): Not Applicable

(b) The definition of "Specified Transaction" in Section 14 of this Agreement is hereby amended by:

(i) deleting in the second through the fourth lines thereof the words

"between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is a"

and replacing them with the words

"(i) in the case of Party A, between Party A (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and Party B (or any Credit Support Provider of such party or any applicable Specified Entity of such party), and

(ii) in the case of Party B, between Party B (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and any other person or entity, including without limitation Party A (or any Credit Support Provider of such party or any applicable Specified Entity of such party), including without limitation any"; and

(ii) adding the text "prime brokerage or margin lending transaction" after the words "weather index transaction" in the tenth line thereof.

(c) The "Cross Default" provisions of Section 5(a)(vi) will apply to both parties subject to amendment by adding at the end thereof the following words:

"provided, however, that, notwithstanding the foregoing, an Event of Default shall not occur under either (1) or (2) above if (A) (I) the default, or other similar event or condition referred to in (1) or the failure to pay referred to in (2) is a failure to pay or deliver caused by an error or omission of an administrative or operational nature, and (II) funds or the asset to be delivered were available to such party to enable it to make the

relevant payment or delivery when due and (III) such payment or delivery is made within three (3) Local Business Days following receipt of written notice from an interested party of such failure to pay, or (B) such party was precluded from paying, or was unable to pay, using reasonable means, through the office of the party through which it was acting for purposes of the relevant Specified Indebtedness, by reason of force majeure, act of State, illegality or impossibility."

If such provisions apply:

"Specified Indebtedness" shall mean any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money other than indebtedness in respect of bank deposits received in the ordinary course of business.

With regard to Party A, "Threshold Amount" means three percent (3%) of its shareholders' equity (as calculated in accordance with generally accepted accountancy principles applicable to Party A).

With regard to Party B, any applicable Specified Entity of Party B or any Credit Support Provider of Party B "Threshold Amount" means the lesser of (i) USD 1,000,000 or (ii) three percent (3%) of the shareholders' equity of Party B (as calculated in accordance with generally accepted accountancy principles applicable to Party B).

(d) The "Credit Event Upon Merger" provision in Section 5(b)(v) will apply Party A and Party B.

The "Bankruptcy" provisions of Section 5(a)(vii) shall apply to Party A and Party B.

(f) The "Automatic Early Termination" provisions of Section 6(a) will not apply to Party A or Party B.

(g) "Termination Currency" means United States Dollars.

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

(i) Maintenance Of Ownership. Jeffrey Epstein at any time ceases to own, whether directly or indirectly 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.

(ii) 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

(iii) 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.

(iv) Party B's net worth at any time is less than USD 67,500,000; 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

(v) If at any time Party B's Liquidity as defined herein as the aggregate sum of all cash plus cash equivalents in accordance with generally accepted accounting principles, held by Party B, falls below USD 45,000,000. For the purpose of the foregoing Termination Events specified in clauses (i) through (v) above, Party B shall be deemed to be the Affected Party and Party A shall not be an Affected Party.

Part 2. Tax Representations.

(a) Payer Tax Representations. For the purposes of Section 3(e) of this Agreement, Party A and Party B will each make the following representations to the other:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, each party may rely on:

(i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement;

(ii) the satisfaction of the agreement of the other party contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement, and

(iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement,

except that it will not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

Payee Tax Representations.

For purposes of Section 3(f) of this Agreement, Party A makes the following representations:

Each Transaction entered into by (i) Deutsche Bank AG, New York branch and (ii) Deutsche Bank AG, London branch acting through Deutsche Bank Securities Inc. or Deutsche Bank AG, New York branch, will be treated, solely for United States income tax purposes, as entered into by a United States corporation.

In respect of all Transactions (other than those described in (1) above), it is a "foreign person" within the meaning of the applicable U.S. Treasury Regulations concerning information reporting and backup withholding tax. No payment received or to be received by it in connection with this Agreement is attributable to a trade or business carried on by it through a permanent establishment in the United States.

(a) In respect of each Transaction it enters into through a branch office in the jurisdiction from which payment is made or which will be allocated to a trade or business in that jurisdiction for the purposes of its income tax, each payment received or to be received by it under such Transaction will be derived in carrying on business through a permanent establishment of itself in that jurisdiction;

(b) In respect of all Transactions other than those described in subsection (a) above, it is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "Interest" provision, "Dividends" provision or the "Other Income" provision (if any) of the Specified Treaty with respect to any payment described in such provision and received or to be received by it in connection with this Agreement and no such payment is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

"Specified Treaty" means the income tax treaty, if any, between Germany and the jurisdiction from which Party B is making payment.

"Specified Jurisdiction" means the jurisdiction from which Party B is making payment.

In respect of all Transactions where payments made by Party B to Party A are subject to United States Dividend Equivalent Tax, other than payments made to Party A's New York branch or payments made with respect to Transactions entered into by Party A's London branch acting through Deutsche Bank Securities Inc. or Deutsche Bank AG, New York branch, it is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "Interest" provision, "Dividends" provision or the "Other Income" provision of the Income Tax Convention between the United States and Germany with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement.

(ii) For purposes of Section 3(f) of this Agreement, Party B makes the following representations:

Party B is a US Virgin Islands limited liability company that has elected to be classified as a disregarded entity for United States federal income tax purposes and its taxpayer identification number is 660799192. It is disregarded into Southern Trust Company, Inc, a United States Virgin Islands corporation that is treated as a S-corporation for United States federal income tax purposes. Party B will provide to Party A a United States Internal Revenue Service Form W-9 that is fully completed by Southern Trust Company, Inc, (including the name of Party B as well).

(2) It is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "Interest" provision, "Dividends" provision or the "Other Income" provision (if any) of the Specified Treaty with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement and no such payment is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

"Specified Treaty" means the income tax treaty, if any, between United States and United Kingdom, France, Singapore, Belgium, Australia, Netherlands, Austria, Canada, New Zealand, Switzerland or Germany.

"Specified Jurisdiction" means the jurisdiction of Party A's branch office from which payment is made.

Part 3. Agreement to Deliver Documents.

(a) For the purpose of Section 4(a)(i), the documents to be delivered are:

Party required to deliver document	Form/Document/ Certificate	Date by which to be delivered
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Party A A properly executed:

United States Internal Revenue Service Form W-9 (or any successor thereto), a United States Internal Revenue Service Form W-8IMY and withholding statement with attached Form W-9 from and a United States Internal Revenue Service Form W-8BEN (or any successor forms thereto). (i) Upon execution of this Agreement, (ii) promptly upon reasonable demand by Party B and (iii) promptly upon learning that any such form previously provided by Party A has become obsolete or incorrect.

Party B

Party A and Party B

An executed United States Internal Revenue Service Form W-9 (or any successor thereto) in relation to Party B and Southern Trust Company, Inc. together with an executed United States Internal Revenue Service Form W-9 (or any successor thereto), whichever is applicable to the underlying partners (including the limited partnerships)

Any forms required to be delivered pursuant to section 1471(b) or section 1472(b)(1) of the Internal Revenue Code of 1986 or to any other domestic or international law or intergovernmental agreement which brings such sections into force in the Relevant Jurisdictions, as amended, and any other documentation reasonably requested by the other party as it relates thereto. (i) Upon execution of this Agreement, (ii) promptly upon reasonable demand by Party A and (iii) promptly upon learning that any such form previously provided by Party B has become obsolete or incorrect.

On or before the date such forms are prescribed by law to be supplied and otherwise at the time or times reasonably requested by the other party, but in no event before the form and content of such forms or other documentation are made known by the IRS.

(b) For the purposes of Section 4(a)(ii), the other documents to be delivered (which will be covered by the representation in Section 3(d) of the Agreement if specified) are:

Party required to deliver document	Form/Document/ Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
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Party A and Party B Evidence of the authority, incumbency and specimen signature of each person executing this Agreement or any Confirmation, Credit Support Document or other document entered into in connection with this Agreement on its behalf or on behalf of a Credit Support Provider or otherwise, as the case may be. Upon or prior to the execution and delivery of this Agreement and, with respect to any Confirmation upon request by the other party. Yes

Party B Its most recent Certificate of Formation and Operating Agreement. As of execution of this Agreement, or upon any material change in such documents. Yes

Party A and Party B A copy of the most recent annual report containing consolidated financial statements of each party or its Credit Support Provider, if any, and such other public information respecting the condition or operations, financial or otherwise of such party or its Credit Support Provider, if any, as the other party may reasonably request from time to time. Promptly after request by the other party. Yes

Party B A copy of (i) the resolution of the Board of Directors of Party B approving the entering into of this Agreement and the Transactions contemplated hereby, (ii) the resolution of the Board of Directors of Party B's Credit Support Provider (if any) approving the delivery to Party A of the Credit Support Document and (iii) a copy of the constituent documents of Party B and Party B's Credit Support Provider (if any), in each case certified by an authorised officer of Party B or the Credit Support Provider (as the case may be) that such documents are in full force and effect. Upon execution of this Agreement. Yes

Party B A legal opinion in a form satisfactory to Party A with respect to Party B. Upon execution of this Agreement and any Credit Support Document No

Party A and Party B A duly executed and delivered copy of the Credit Support Document. As of execution of this Agreement Yes

Part 4. Miscellaneous.

(a) Address for Notices. For the purpose of Section 12(a) of this Agreement, the addresses for notices and communications to Party A and Party

B shall be as follows:

(i) TO PARTY A:

All notices to Party A under Sections 5 or 6 of the Agreement (other than notices under Section 5(a)(i)) shall be sent to:

Deutsche Bank AG, Head Office
Taunusanlage 12
60325 Frankfurt
GERMANY

Attention: Legal Department
Fax: 0049 69 910 36097

All notices to Party A shall be sent directly to the office through which Party A is acting for the relevant Transaction, using the address and contact particulars specified in the Confirmation of that Transaction or otherwise notified.

TO PARTY B:

Southern Financial, LLC
6100 Red Hook Quarter, B3
St. Thomas 00802
Virgin Islands (U.S)

Attention: Harry Beller; Jeffrey Epstein
Fax No.: 6463500249

(b) Process Agent. For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent:
Deutsche Bank AG – New York branch

Street

60 Wall

New York,

NY 10005

Party B appoints as Process Agent: Darren K. Indyke

Darren K. Indyke, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022

(c) Offices. The provisions of Section 10(a) will apply to this Agreement.

(d) Multibranch Party. For the purpose of Section 10(b) of this Agreement:

Party A is a Multibranch Party and may act through the following Offices: Its New York, London, Tokyo, Paris, Singapore, Brussels, Sydney, Amsterdam, Vienna, Canada (Toronto), New Zealand (Auckland), and Zurich Branches, and its Frankfurt Head Office.

Party B is not a Multibranch Party.

(e) Calculation Agent. The Calculation Agent shall be Party A.

Credit Support Document. Details of any Credit Support Document:

The ISDA Credit Support Annex and supplementary "Paragraph 13 - Elections & Variables" in the form appended hereto shall constitute a "Credit Support Document" in relation to each party, respectively, with respect to all of the obligations of the parties and for all purposes of this Agreement.

(g) Credit Support Provider. Not applicable.

(h) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (without

reference to its choice of law doctrine).

Multiple Transaction Payment Netting. Multiple Transaction Payment Netting will apply separately as agreed in writing from time to time.

(j) Absence of Litigation. For the purpose of Section 3(c):

"Specified Entity" means in relation to Party A, None.

"Specified Entity" means in relation to Party B, None.

No Agency. The provisions of Section 3(g) will apply to this Agreement.

Additional Representation will apply. For the purpose of Section 3 of this Agreement each of the following will constitute an Additional Representation:

(i) Representations of All Parties. Each party will be deemed to represent and warrant to the other party on and as of the date that it enters into a Transaction (which representations and warranties shall be deemed repeated on and as of each date that any Transaction remains outstanding) that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(A) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment 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 that Transaction: it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered to be investment advice or a recommendation to enter into that 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 that Transaction.

(B) 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 and conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(C) Status of Parties. The other party is not acting as a fiduciary for or adviser to it in respect of that Transaction.

(iii) Securities Act Representations. Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into) that:

(A) it acknowledges that certain Transactions under the Agreement may involve the purchase or sale of "securities" as defined under the U.S. Securities Act of 1933, as amended (the "Securities Act") and understands that any such purchase or sale of securities will not be registered under the Securities Act and that any such securities may not be reoffered, resold, pledged or otherwise transferred except (1) pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act and (2) in accordance with any applicable securities laws of any state of the United States of America.

(B) it is a "Institutional Account" as defined by FINRA Rule 2111, or an "accredited investor" as defined under the Securities Act; and

(C) unless otherwise expressly provided in a Confirmation for a Transaction, any securities it is required to deliver under this Agreement

and any Transaction will not at the time of such delivery constitute "restricted securities" or be subject to restrictions on transfer (including so-called "control securities") under the Securities Act (as defined above) or otherwise. This representation will be deemed repeated at the time of such delivery.

(iv) Additional Representations of Party B. Party B on and as of the date hereof and at all times until the termination of this Agreement and the Transactions, that (A) the assets of Party B do not and, prior to termination of this Agreement and the Transactions, will not constitute "plan assets" under Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and, together with the Agreement and the Transactions, are not and will not be subject to Part 4, Subtitle B, Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended ("Code"); (B) either (x) the assets of Party B do not and will not constitute the assets of any "governmental plan" within the meaning of Section 3(32) of ERISA and, together with the Agreement and the Transactions, will not be subject to any law, rule or other restriction applicable to the assets of any such governmental plan ("Governmental Plan Law") or (y) the execution, delivery and performance of this Agreement and the Transactions do not and will not violate any Governmental Plan Law; and (C) Party B is not and, prior to termination of this Agreement and the Transactions, will not be, a "Special Entity" as defined under Title VII, Sections 731 or 764 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Reform Act") (or the amendments affected thereby). Party B will take or permit any action (including, without limitation, permitting or effecting withdrawals from Party B or transfers of interests in Party B) during the term of this Agreement that may render any of the foregoing representations and/or warranties untrue, incorrect or incomplete, and Party B shall promptly notify Party A in writing if it becomes aware that any event, condition or circumstance has occurred or will occur that may render (or has rendered) any of the foregoing representations and/or warranties untrue, incorrect or incomplete.

Part 5. Other Provisions.

(a) Elective Termination. Unless a confirmation of a Transaction otherwise provides, either party (the "Electing Party", the other party being the "Non-electing Party") may elect to terminate any Transaction (which shall be deemed to be the only Affected Transaction) on the second (2nd) anniversary of the Trade Date of such Transaction and annually thereafter (which date shall be the Early Termination Date with respect to such Transaction) by at least five (5) days' prior notice, provided that no other Event of Default, Potential Event of Default, or Termination Event shall have occurred and then be continuing under this Agreement on such Early Termination Date (any such termination, an "Elective Termination"). For purposes of calculating amounts due under this Part 5(a), the Electing Party shall be treated as if it were the Affected Party and the Non-electing Party shall be treated as if it were the Non-affected Party. For the purposes of calculating amounts due under an Elective Termination, all references to Additional Termination Event under Sections 6(b), (c), (d), and (e) should be read as references to an Elective Termination and should apply mutatis mutandi.

(b) Consent to Recording. Each party (i) consents to the recording of

the telephone conversations of trading and marketing and/or other personnel of the parties and their Affiliates in connection with this Agreement or any potential Transaction (ii) agrees to obtain any necessary consent of and give notice of such recording to such personnel of it and its Affiliates; and (iii) agrees that recordings may be submitted in evidence in any Proceedings relating to this Agreement.

(c) Tax Provisions.

ISDA 2010 Short Form HIRE Act Protocol. The parties agree that solely as between Party A and Party B, the definitions and provisions contained in the ISDA 2010 Short Form HIRE Act Protocol published by the International Swaps and Derivatives Association, Inc. on November 30, 2010, including the Attachment thereto ("Short Form Protocol"), will be deemed to be incorporated herein, mutatis mutandis, as though such definitions and provisions were set out in full herein, with any such conforming changes as are necessary to deal with what would otherwise be inappropriate or incorrect cross references. The parties further agree that the Implementation Date (as such term is defined in the Short Form Protocol) shall be the date of execution of this Agreement.

(2) Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act. "Tax" as used in Part 2(a) of this Schedule (Payer Tax Representation) and "Indemnifiable Tax" as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "FATCA Withholding Tax"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.

(d) Party B Representations and Acknowledgements, Non-Reliance, Etc. Party B hereby represents, warrants and acknowledges to Party A as of the date of this Agreement and will be deemed to represent to Party A on the date that Party B enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction) that:

(i) Party B understands that (x) that Transactions may at times be volatile and are subject to complex and substantial risks that may arise without warning and (y) losses in value for Party B's position in that Transactions may occur quickly and in unanticipated magnitude.

(ii) Party A has made no representations, guarantees, or assurances whatsoever as to the expected or projected profitability, return, success, performance result, effect, consequence or benefit (whether legal, regulatory, tax, financial, accounting or otherwise) of that Transaction. Party B will be relying upon its own judgement and its own advisors with

respect to that Transaction and Party B has not sought and is not relying on any views of Party A with respect to that Transaction. All terms of, and the documentation evidencing, this Agreement and that Transaction have been the result of arm's-length negotiations between the parties.

(iii) Party A shall not be liable to Party B for any losses, costs, expenses, fees, charges, amounts, liabilities, claims, damages, penalties, interest, taxes, or fines associated with that Transaction, including the failure of that Transaction to achieve Party B's legal, regulatory, tax, business, investment, financial, or accounting objectives.

(iv) Party B entered into this Agreement and is entering into that Transaction for Party B's own account as principal (and not as agent or in any other capacity, fiduciary or otherwise).

(v) Party B has, as of such date, (x) total assets at least equal to USD 130,000,000; (y) net worth (as defined in Part 1 of this Schedule) at least equal to USD 130,000,000; and (z) liquid assets at least equal to USD 90,000,000. Party B is prepared to bear, and will be capable of bearing (financially and otherwise) all risks associated with that Transaction and all other Transactions and has sufficient financial wherewithal to incur any loss associated with entering into and performing its obligations under that Transaction and all other Transactions.

(vi) Party B's entrance into this Agreement and that Transaction complied and will comply in all respects with all applicable laws, rules, regulations, interpretations, guidelines, and governmental and regulatory authorities affecting Party B.

(vii) The financial information of Party B heretofore furnished to Party A fairly presents the financial condition of Party B on the dates and for the periods covered thereby. As of the date of this Agreement, Party B does not have any material liability or contingent obligation not shown on such statements. Since the date of such financial information there has been no material adverse change in the financial condition, operations, assets, and prospects of Party B.

(e) Set Off. Section 6(f) of this Agreement is deleted in its entirety and replaced with the following:

"(f) Upon the designation of any Early Termination Date, the party that is not the Defaulting Party or Affected Party ("X") may, without prior notice to the Defaulting or Affected Party ("Y"), set off any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by Y to X or any Affiliate of X (the "X Set Off Amount") against any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by X or any Affiliate of X to Y (the "Y Set Off Amount"). X will give notice to the other party of any set off effected under this Section 6(f).

For this purpose, either the X Set Off Amount or the Y Set Off Amount (or the relevant portion of such set off amounts) may be converted by X into the currency in which the other set off amount is denominated at the rate of exchange at which X would be able, acting in a reasonable manner and in good

faith, to purchase the relevant amount of such currency.

If a sum or obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) shall be effective to create a charge or other security interest. This Section 6(f) shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise)."

(f) Escrow. On any date on which both parties are required to make payments hereunder, either party may at its option and in its sole discretion notify the other party that payments on that date are to be made in escrow. In this case deposit of the payment due earlier on that date shall be made by 2:00 p.m. (local time at the place for the earlier payment if there is a time difference between the cities in which payments are to be made) on that date with an escrow agent selected by the party giving the notice and reasonably acceptable to the other party, accompanied by irrevocable payment instructions (i) to release the deposited payment to the intended recipient upon receipt by the escrow agent of the required deposit of the corresponding payment from the other party on the same date accompanied by irrevocable payment instructions to the same effect or (ii) if the required deposit of the corresponding payment is not made on that same date, to return the payment deposited to the party that paid it into escrow at such party's request. The party that elects to have payments made in escrow shall pay the costs of the escrow arrangements and shall cause those arrangements to provide that the intended recipient of the payment due to be deposited first shall be entitled to interest on that deposited payment for each day in the period of its deposit at the rate offered by the escrow agent for that day for overnight deposits in the relevant currency in the office where it holds that deposited payment (at 11:00 a.m. local time on that day) if that payment is not released by 5:00 p.m. local time on the date it is deposited for any reason other than the intended recipient's failure to make the escrow deposit it is required to make hereunder in a timely fashion.

(g) Additional Acknowledgments and Agreements of the Parties. Section 4 is hereby amended by adding the following new agreements:

(i) Waiver of Right to Trial by Jury. Each of the parties hereby irrevocably waives any and all right to a trial by jury with respect to any legal proceeding arising out of or relating to this Agreement or any Transaction.

(ii) Deutsche Bank Securities Inc. Each party acknowledges and agrees that (A) Deutsche Bank Securities Inc. or another designated Affiliate of Party A (the "Designated Agent") will act as agent for Party A in connection with certain Transactions when so specified in the Transaction Confirmation; and (B) the Designated Agent is acting solely as agent and shall have no liability for the performance of either party's obligations under this Agreement or any Transaction, or for costs, expenses, damages or claims arising out of the failure of either party to perform any such obligation.

(iii) Bankruptcy Code. Without limiting the applicability if any, of any other provision of the U.S. Bankruptcy Code as amended (the "Bankruptcy

Code") (including without limitation Sections 362, 546, 556, and 560 thereof and the applicable definitions in Section 101 thereof), the parties acknowledge and agree that all Transactions entered into hereunder will constitute "forward contracts" or "swap agreements" as defined in Section 101 of the Bankruptcy Code or "commodity contracts" as defined in Section 761 of the Bankruptcy Code, that this Agreement is a "master netting agreement" as defined in Section 101 of the Bankruptcy Code, that the rights of the parties under Section 6 of this Agreement will constitute contractual rights to liquidate Transactions, that any margin or collateral provided under any margin, collateral, security, pledge, or similar agreement related hereto will constitute a "margin payment" as defined in Section 101 of the Bankruptcy Code, and that the parties are entities entitled to the rights under, and protections afforded by, Sections 362, 546, 556, and 560 of the Bankruptcy Code.

(h) Amendments. Section 9(b) is modified by the deletion of the words "or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system".

(i) Counterparts and Confirmations. Section 9(e)(i) is modified by the deletion of the words "and by electronic messaging system".

(j) Foreign Exchange, Currency Option, Commodity and Bullion Transactions

(i) The parties agree that any transaction that is entered into between them through an Office specified in Part 4 of the Schedule to this Agreement which is (a) outstanding between them at the date this Agreement comes into effect or (b) entered into by them on or after the date this Agreement comes into effect, and is

(I) an FX Transaction or a Currency Option Transaction (as those terms are defined in the 1998 FX and Currency Option Definitions, including Annex A, published by the International Swaps and Derivatives Association, Inc. ("ISDA"), the Emerging Markets Traders Association and the Foreign Exchange Committee (the "FX Definitions")) will be deemed to incorporate the FX Definitions into the Confirmation thereof; or

(II) a Transaction (as that term is defined in the 2005 ISDA Commodity Definitions (published by ISDA) (the "2005 Commodity Definitions")) will be deemed to incorporate the 2005 Commodity Definitions into the Confirmation thereof

and each transaction of a type described in (I) and (II) will be a Transaction for the purpose of this Agreement whether or not a Confirmation of such a Transaction refers to this Agreement and irrespective of any reference in a Confirmation to the "International Bullion Master Agreement", the "LBMA", or the "IBMA", provided however, if a confirmation of any such transaction expressly states that another master agreement governs, such transaction will not be a Transaction for the purpose of this Agreement. For the avoidance of doubt, FX Transaction(s) include foreign exchange swap(s) but not cross currency interest rate swap(s).

(ii) Section 1(b) of this Agreement is amended by adding the following proviso at the end thereof: "provided, however, that with respect to (i) an FX Transaction (other than one that is identified as non-deliverable in the relevant Confirmation) and (ii) a Transaction (which is confirmed using an electronic messaging system) (as each such transaction type is defined in

this provision of the Schedule to this Agreement) this Agreement will prevail unless the relevant Confirmation specifically references this Agreement."

(k) Disclosure. Each party hereby consents to the communication or disclosure by the other party of information in respect of or relating to this Agreement and any Transactions hereunder to such other party's branches, subsidiaries and Affiliates and, to the extent required by law or regulation, any government or regulatory authority.

(l) 2002 Master Agreement Protocol

The parties agree that the provisions of the 2002 Master Agreement Protocol including Annexes 1 - 18 inclusive published by the International Swaps and Derivatives Association, Inc on 15th July 2003 (the "Protocol") are incorporated into and apply to this Agreement with the same effect as if the parties had complied with the provisions of Section 2 of the Protocol. In this respect, references in the Protocol to an "ISDA 2002 Master Agreement" will be deemed to be references to this Agreement and the term "the parties", as used in the Protocol shall be construed as referring to Party A and Party B.

(m) Master Representations. The representations set forth in Section 3(a)(ii)-(iv) are hereby amended by adding to the end of each such subsection the following: ", provided that, solely to the extent made by Party A, this representation does not apply with respect to section 406 of ERISA, section 4975 of the Code, Governmental Plan Law, or Sections 731 or 764 of the Reform Act (or the statutory amendments enacted thereunder)."

(n) (A) Eligible Contract Participant Representation. (i) Party A represents to Party B on and as of the date hereof and on each date on which a Transaction is entered into between them that (a) it is a "swap dealer" as defined in Section 1a(49) of the Commodity Exchange Act, as amended ("CEA") and Commodity Futures Trading Commission ("CFTC") Regulation 1.3(ggg) and (b) it is an "eligible contract participant" within the meaning of Section 1a(18)(A)(i) of the CEA and CFTC Regulation 1.3(m). (ii) Party B represents to Party A on and as of the date hereof and on each date on which a Transaction is entered into between them it is an "eligible contract participant" within the meaning of Section 1a(18)(A)5(i) of the CEA and CFTC Regulation 1.3(m). (iii) Each party agrees to promptly notify the other party in writing of any material changes to its representation(s) in this provision.

(B) US Person Classification. Party B is a U.S. person as such term is defined by the CFTC in any law, order, interpretation rulemaking or release that may be promulgated by the CFTC.

(C) In order to comply with certain obligations pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") and the rules, regulations, orders and interpretations that are published or issued by the CFTC to implement Dodd-Frank, Party A and Party B agree that, prior to entering into a Transaction governed by this Agreement, they (1) have or will (a) adhere to the ISDA August 2012 DF Protocol Agreement, published by International Swaps and Derivatives Association, Inc. ("ISDA") on August 13, 2012 and (b) submit the related Questionnaire (the "August 2012 DF Protocol Questionnaire") to Party A [[via ISDA Amend (at www.Markit.com) or [by email to df.protocol@db.com]] together with the related

Answer Sheet in excel format] and in such Questionnaire have or will agree that DF Schedule [3/4/5/6], if applicable, is incorporated in the Agreement and (2) have or will (a) adhere to the ISDA March 2013 DF Protocol Agreement, published by ISDA on March 22, 2013 and (b) submit the related Questionnaire (the "March 2013 DF Protocol Questionnaire"; and together with the August 2012 DF Protocol Questionnaire, the "Questionnaires") to Party A [[via ISDA Amend (at [HYPERLINK "http://www.Markit.com"](http://www.Markit.com))] or [by email to [HYPERLINK "mailto:df.protocol@db.com"](mailto:df.protocol@db.com)] together with the related Answer Sheet in excel format] and has elected that DF Schedules 3 and 4, if applicable, are incorporated in the Agreement. In addition, if one or more Designated Evaluation Agents, Designated QIRs or Designated Fiduciaries is identified in the August 2012 DF Protocol Questionnaire, each such Designated Evaluation Agent, Designated QIR or Designated Fiduciary, as the case may be, must countersign the August 2012 DF Protocol Questionnaire where required and submit it to Party A using ISDA Amend or send the August 2012 DF Protocol Questionnaire via email to [HYPERLINK "mailto:df.protocol@db.com"](mailto:df.protocol@db.com). The parties agree that if the Questionnaires are exchanged prior to the date of this Agreement, this Agreement shall be a Protocol Covered Agreement notwithstanding the terms of the respective Protocol.

DEUTSCHE BANK AG

SOUTHERN FINANCIAL, LLC

By:

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