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Deutsche Bank
04 February 2015
Deutsche Bank AG London
Winchester House
1 Great Winchester Street
London EC2N 2DB
Telephone: [REDACTED]
do Deutsche Bank Securities Inc
60 Wall Street
New York, NY 10005
Southern Financial LLC
6100 Red Hook Quarter
ST Thomas VI 00802

IntemBl ReFerenca NumtMr LN-NY-0C-eiB753-4-0-0

Our Transaction Reference Number: LN 618753

Dear Sir / Madam,

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Deutsche Bank AG acting through its London Branch ("Party A") and Southern Financial LLC ("Party B") on the Trade Date specified below (the 'Transaction').

DEUTSCHE BANK AG IS NOT REGISTERED AS A BROKER DEALER UNDER THE U.S. SECURITIES EXCHANGE ACT OF 1934. DEUTSCHE BANK SECURITIES INC. ("DBSI") HAS ACTED

SOLELY AS AGENT IN CONNECTION WITH THIS TRANSACTION AND HAS NO OBLIGATION, BY WAY OF ISSUANCE, ENDORSEMENT, GUARANTEE OR OTHERWISE WITH RESPECT TO THE PERFORMANCE OF EITHER PARTY UNDER THE TRANSACTION. AS SUCH, ALL DELIVERY OF FUNDS, ASSETS, NOTICES, DEMANDS AND COMMUNICATIONS OF ANY KIND RELATING TO THIS TRANSACTION BETWEEN PARTY A AND PARTY B SHALL BE TRANSMITTED THROUGH DBSI. DEUTSCHE BANK AG ACTING THROUGH ITS LONDON BRANCH IS NOT A MEMBER OF THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC).

The definitions and provisions contained in the 2006 ISDA Definitions (the '2006 Definitions') and in the

2002 ISDA Equity Derivatives Definitions (the "Equity Definitions", and together with the 2006 Definitions,

the "Definitions"), in each case as published by the international Swaps and Derivatives Association, Inc.

are incorporated into this Confirmation. In the event of any inconsistency between the 2006 Definitions

and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between

the Definitions and this Confirmation, this Confirmation will govern.

References herein to a 'Transaction'

shall be deemed to be references to a 'Swap Transaction' for the purposes of

the 2006 Definitions.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms a part of and is subject to, the ISDA Master Agreement dated as of 28 October 2013 as amended and

supplemented from time to time (the "Agreement"), between you and Deutsche Bank AG. All

provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Transaction Type;

1.

2.

Index and Exchange Traded Fund Basket Option Transaction

(Dispersion)

30 January 2015

European

Trade Date:

Option Style:

Option Type:

Call

i

Seller

Buyer:

Index:

Party A

Party B

As specified in Annex 1

Shares:

Number of Indices:

The exchange traded fund(s) ("ETF") as specified in Annex 1

The aggregate number of Indices as set out in Annex 1

The aggregate number of Shares as set out in Annex 1

Any Index or Share to which the Multiple Exchange Index

Annex is specified to be "Not applicable" in Annex 1

Any Index or Share to which the Multiple Exchange Index

Annex is specified to be "Applicable" in Annex 1

Number of Shares:

Single Component Index:

Multiple Component Index:

Basket:

The basket of an Index and an Shares as specified in Annex

1 (each a Component (i))

^USD 4,166,000.00

One

✓''USD 99,984,00

4 February 2015

As specified in Annex 1

As specified in Annex 1

Notwithstanding anything to the contrary in the 2002 Equity Definitions, Scheduled Trading Day, Exchange Business Day, Averaging Date, Valuation Date, Disrupted Day, Valuation Time, Final Price and any other variable relevant to this Transaction as the Calculation Agent deems appropriate, shall be determined separately in respect of each Index and Share as the case may be in the Basket, as if such Index or Share were a separate Index Transaction or Share Transaction so that each of such Indices shall be valued independently but that such values combined shall produce a single value for the Basket. For the purposes of determining the Cash Settlement Payment Date, the Valuation Date will be the last Valuation Date to occur In respect of all the Indices and Shares in the Basket.

Party A

Notional Amount ('NA'):

Number of Options:

Premium:

Premium Payment Date:

Exchange(s):

Related Exchange(s):

Separate Valuation / Combined

Consideration:

Calculation Agent:

Procedure for Exercise:

Expiration Time:

Expiration Date:

Multiple Exercise:

Automatic Exercise:

Seller's Telephone Number and Telex

and/or Facsimile Number and Contact

Details for Purpose of Giving Notice:

The Valuation Time

/ 18 December 2015

Inapplicable

Applicable

Attention:

Tel No:

Fax No:

Equity Derivative Traders

+44

+44

Valuation:

Valuation Time:

In relation to the Index in the Basket

The Valuation Time for the Transaction shall be the latest Valuation Time of all of the Indices in the Basket each as determined pursuant to Section 6,1 of the Equity Definition provided that the Valuation Time of any Multiple Component

arti

5
Index in the Basket shall be subject to the Multiple Exchange Index Annex.

In relation to the Shares

The time at which the official closing price per Share is published and announced by the Exchange

The Exercise Date

Valuation Date(s);

Settlement Terms;

Cash Settlement:

Applicable provided that Section 8.1 of the Equity Definitions shall be deleted and replaced with;

In respect of any Exercise Date under an Option Transaction for which 'Cash Settlement' is applicable, if the Optional Cash Settlement Amount is a positive amount, such amount shall be payable by the Seller to the Buyer on the Cash Settlement Payment Date.

USD

Three (3) Currency Business Days after the final Valuation Date

An amount, determined by the Calculation Agent, in the Settlement currency, equal to the result of the following formula;

$NA \times \text{Max} (0, \text{Dispersion} - \text{Strike})$

Settlement Currency:

Cash Settlement Payment Date:

Option Cash Settlement Amount:

Dispersion;

t_i

$- x^{\text{RQturn}(k, J)} - \text{BasketRetLrn}(Z$

$\cdot 5 \cdot k \ll i$

$\wedge x^Y, f^{\text{return}(k, T)}$

$\cdot 5$

Basket Return(T):

$\text{Retum}(k, T):$

Underlying(k, J)

-1

Underlying(k, 0)

In relation to the Index In the Basket

Underlying(k, T)

The level of such Index, as calculated by the Index Sponsor, as of the Valuation Time on, or in respect of, the final Valuation Date

In relation to the Shares

The price per Share as published by the relevant Exchange at the Valuation Time on, or in respect of, the relevant Valuation Date

As specified in Annex 1

Underlying(k, 0)

strike:

Inapplicable

Futures Price Valuation;

Multiple Exchange Index Annex

The provisions of the "Multiple Exchange Index Annex" set forth below apply with respect to the Multiple

Component Index

Component Security

Amendment to Section 6.6(e):

Each component security of an Index.

The words "the level of the relevant Index at the close of the regular trading session on the relevant Exchange" on lines 4 and 5 of Section 8.8(e) of the Equity Definitions shall be deleted and replaced with the words "the official closing level of the Index as calculated and published by the Index Sponsor".

Any day on which; (I) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

Any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

(i) For the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any Component Security, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

Either

Scheduled Trading Day;

Exchange Business Day;

Valuation Time;

Market Disruption Event;

(a) The occurrence or existence, in respect of any Component Security,

(I)

of:

(1) a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;

(2) an Exchange Disruption, which

the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; OR

(3) an Early Closure; AND

(b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent or more of the level of the Index; OR the occurrence or existence. In respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption; (b) an (II)

Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure,

For the purposes of determining whether a Market Disruption Event exists in respect of the Index at any time, if a Market Disruption Event occurs in respect of a Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

Any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

Any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (I) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.

The closure on any Exchange Business Day of the

Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of; (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (II) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

Any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

Trading Disruption:

Exchange Disruption:

Early Closure:

Disrupted Day:

Index Adjustment Event:

index Cancellation:

Calculation Agent Adjustment, provided however, where it is not possible to produce a commercially reasonable result - at the discretion of the Calculation Agent, "Cancellation and Payment" shall apply, in which case the provisions of Section 11.1(b)(C) of the Equity Definitions shall apply index Modification:

Calculation Agent Adjustment, provided however, at the discretion of the Calculation Agent, "Cancellation and Payment" shall apply, in which case the provisions of Section 11.1(b)(C) of the Equity Definitions shall apply Index Disruption:

Calculation Agent Adjustment; provided that, if the Multiple Exchange Index Annex applies, a failure on the Valuation Date by the Index Sponsor to calculate and announce the Index will not be treated as an Index Disruption but will instead constitute a failure by the Index Sponsor to publish the level of the Index for the purposes of the definition of "Disrupted Day" in the Multiple Exchange Index Annex.

Adjustment and Extraordinary Event Terms In relation to the Shares / ETF:

Share Adjustments;

Method of Adjustment:

Extraordinary Events:

New Shares:

Calculation Agent Adjustment

The definition of "New Shares" in Section 12.1 (i) of the Equity Definitions shall apply provided however that:-

(a) if the Exchange mentioned therein is located in the United States, the definition of "New Shares" shall be amended by deleting subsection (I) in its entirety and replacing it with the

following: "(I) publicly quoted, traded or listed on any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors)".; and

(b) If the Exchange mentioned therein is within the European Union, Norway or Switzerland the definition of "New Shares" shall be amended by deleting subsection (I) in its entirety and replacing it with the following: "(0 publicly quoted, traded or listed on any of the exchanges or quotation systems located in the European Union, Norway or Switzerland "

Consequences of Merger Events:

- (a) Share-for-Share:
- (b) Share-for-Other:
- (c) Share-for-Combined:

Tender Offer:

Consequences of Tender Offers:

- (a) Share-for-Share:
- (b) Share-for-Other:
- (c) Share-for-Combined:

Composition of Combined Consideration:

Nationalisation, Insolvency or De-listing:

De-listing:

Calculation Agent Adjustment

Calculation Agent Adjustment

Calculation Agent Adjustment

Applicable

Calculation Agent Adjustment

Calculation Agent Adjustment

Calculation Agent Adjustment

Inapplicable

Cancellation and Payment (Calculation Agent Determination)

In addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions and for the avoidance of doubt, it will constitute a De-listing if (a) the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors); and (b) the Exchange is in the European Union, Norway or Switzerland, and the Shares are not immediately re-listed, re-

sell

traded or re-quoted on any of the exchanges or quotation systems located in the European Union, Norway or Switzerland.

Terms in relation to both the Index and the Shares/ETFs:

Additional Disruption Events:

Change in Law:

Applicable, except that Section 12.9(a)(li) is amended by the replacement of the word "Shares" with "Hedge Positions"

Failure to Deliver:
Insolvency Filing
Inapplicable
In relation to the Index
Inapplicable
In relation to the Shares/ETF's
APRliPablS
Applicable
Applicable
Applicable
Applicable
Party A
Party A
Hedging Disruption:
Increased Cost of Hedging:
Loss of Stock Borrow:
Increased Cost of Stock Borrow:
Determining Party:
Hedging Party:
Representations:
Non-Reliance:
Agreement and Acknowledgments
Regarding Hedging Activities:
Applicable
Applicable
Applicable
Applicable
Party B Representations. Party B represents, warrants and acknowledges that:
Securities Act. It is a "qualified institutional buyer" as defined in Rule
144A under the U.S. Securities Act
of 1933, as amended (the "Securities Act").
Index Disclaimer
Additional Acknowledgments:
Account Details:
Payments to Party A:
Payments to Party B;
Contact Names:
3.
Standard Settlement Instructions
Standard Settlement Instructions
4.
Non-Market OTC Equity Documentation Control
+44 [REDACTED]
+44 [REDACTED]
oed.docsraidb.com
Your Documentation contact is specified on the front of our
Facsimile Transmission sheet
Confirmations
Telephone:
Fax:
e-mail address

During the following London Business Hours (09:00 to 18:00 GMT Inc BST)
please contact the below:

Please telephone +44 (20) 754 72007

During the following London Hours (10:00 to 23.00 GMT inc BST) please
contact our North America "New

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York" office on:

Corporate Clients & Interbank Counterparties please telephone +1 (212) 250
5977

During the following London Hours (23:00 lo 09:00 GMT inc BST) please
contact our Asia Pacific

"Sydney" office on:

Corporate Clients & Interbank Counterparties please telephone +61 (2) 8256
4651

Paymente/Flxlng

Telephone:

GED Settlements

+44 [REDACTED]

+44 [REDACTED]

Fax:

Offices:

The Office of Party A for the Transaction is
London

THIS MESSAGE WILL BE THE ONLY FORM OF CONFIRMATION DISPATCHED BY US. PLEASE
EXECUTE AND RETURN IT BY FACSIMILE PROMPTLY TO FAX NUMBER +44 [REDACTED].
IF YOU

WISH TO EXCHANGE HARD COPY FORMS OF THIS CONFIRMATION PLEASE CONTACT US.

Please confirm that the foregoing correctly sets forth the terms of our
agreement by sending to us a letter or

telex substantially similar to this facsimile, which letter or telex sets
forth the material terms of the Transaction to

which this Confirmation relates and Indicates your agreement to those terms.
The time of execution of this

Transaction will be made available by Party A upon written request.

Yours faithfully.

for and on behalf of

Deutsche Bank AG, London Branch

By:

By:

Name: JonAbela

Title: Authorised Signatory

Name: Mark Brownson

Title: Authorised Signatory

DEUTSCHE BANK SECURfries INC.

Adrlsn Dc-Nleola
Authorised Signatory
Dautsehe Bank Stcurliles Inc,
Larisa Besrayeva
Authorised Slgnatoiy
Deutsche Bank SeurlttsB Inc.

By:

By:

Name:Larlsa Besrayeva
Title:Authorised Signatory

Name:Adrian De-Nicola
Title:Authorised Signatory

Confirmed as of the date first above written;
SOUTHERN FINANCIAL LLC

/

..■r-''

By:

By:

Name; Cfcf

Name:

Title:

Chabmin ot U« Supervisory Boittl; Dr. Paul Achlellner.

Managemenl Board: JOrgen Fllechon (Co-CrrairToan), Anshu Jain (Co-
Clraltman), Slefan Krousa, Stephan Leilhner, Stuart Lewis, Rainer Neoka,
Henry Ritchotta and Christian Sawing.

Deutoche Bank AG h authorised under German Banking Uw (competent
Bulhority; BaFIn- Federal Flnencbl Supervising Authority) and regulated by
Bia

FinanclaJ Servleae Authority to r the conduct of UK buslnass; a rrtambar of
the

London Stock Exchange. Deutsche Bank AG Is a folnl stock corporation with
Umllad liability Incorpotaed In the Federal Republic of Germany HRB No. 30
000

□IsMct Court of Frankhirt em Main; Branch Registra lion In England and Wales
BR0000Q3; Regislared address: Winchester House, t Great Winchester Sireel,
London EC2N 2DB.

Deuticha Bank Group online; hltip://www,deutsche-bank,com

annex 1

CotriDonentg comprised In the Basket

The Basket is composed of the following Components set out below:

Mulllple

Exchange

Index Annex:

Index (Ccpinponent (I)):

Rl Code:

Underlylng(k,0)

Exchange;

Related Exchange:

New York Stock

Exchange, the NYSE

Amex Equities, the

NASDAQ Global
 Select Market or
 NASDAQ Global
 Market
 1,994.99
 S&P 500 Index
 .SPX
 Inapplicable
 All Exchanges
 Multiple Exchange
 Index Annex shall
 apply; for each
 Component Security
 of the Index, the
 Exchange Is the stock
 exchange on which
 that component
 security is principally
 traded, as determined
 by the Calculation
 ^ent
 DJ Euro Stoxx 50
 EUR Pr
 3,351,44
 .STOXX50E
 Applicable
 Eurex
 Hong Kong
 Futures Exchange
 Ltd (part of "Hong
 Kong Exchanges
 and Clearing
 Limited*')
 Stock Exchange of
 Hong Kong Limited
 (part of "Hong Kong
 Exchanges and
 Clearing Limited")
 HANG SENG CHINA
 ENT INDEX
 11,720.10
 .HSCEI
 Inapplicable
 Tokyo Stock
 Exchange. Inc.
 Osaka Securities
 Exchange Co.. Ltd
 17,674.39
 ,N225
 NIKKEI 225 INDEX
 Inapplicable

Multiple
Exchange
Index Annex:
Shares/ETFs
(Component (1))|:
Rl Code:
Underlying(k,0)
Related Exchange;
Exchange:
iShares MSCI
Emerging Markets
EEM.P
USD 39.02
NYSE Area
Inapplicable
Not Applicable
ETF