



## Termination Agreement

PRIVATE CLIENT SERVICES PWM ALEX BROWN AC  
SOUTHERN FINANCIAL LLC  
1 SOUTH STREET  
BALTIMORE 21202, MARYLAND

Deutsche Bank AG, London Branch  
London Commodity Index Operations  
99 Bishopsgate  
London  
EC2M 3XD

Tel:  
Fax:  
Email:  
Attn:

Tel: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]  
Attn: London Commodity Index Operations

Dear Sir / Madam,

We refer to the below Transaction Reference (the "Transaction") entered into between us Deutsche Bank AG, London Branch ("Party A") and PRIVATE CLIENT SERVICES PWM ALEX BROWN AC SOUTHERN FINANCIAL LLC ("Party B"), the relevant terms of which are set out below. The purpose of this letter agreement is to confirm the terms and conditions of the termination of that Transaction. Terms used in but not defined in this letter agreement will have the meanings given to them in the Confirmation relating

### Original Trade Details

Transaction Reference: 926017511-2 (454197689)  
Trade Type: Commodity Index Swap  
Trade Date: 13 January 2015

In consideration of the payment by Party B to Party A of the sum of USD 152,705.94 (the "Termination Payment") on or before 07 April 2015 you and we agree that with effect from 06 April 2015 (the "Termination Date"), the Transaction shall terminate and, with the exception of the payment of the Termination Payment referred to herein, neither party shall have any further rights or obligations in respect of the Transaction. Notwithstanding the foregoing, neither party shall be released or discharged from any obligation to make any payment to the other that shall have become due and payable on or before the Termination Date.

This Termination Agreement shall be governed by and construed in accordance with English law and all parties to this letter agree to submit to the jurisdiction of the English courts.

(i) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgement and upon advice from such tax, accounting, regulatory, legal and financial advisers as it has deemed necessary, and not upon any view expressed by the other. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this 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 this Transaction.

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

(iii) Status of Parties. The other party is not acting as a fiduciary for, or an adviser to it in respect of this Transaction.

Party B represents to Party A on the date on which it enters into this Transaction that:

(iv) This Transaction will comply in all respects with all applicable laws, rules, regulations, interpretations, guidelines, procedures, and policies of applicable governmental and regulatory authorities affecting Party B and the performance of its obligations hereunder.

Transaction Reporting - Consent for Disclosure of Information:

(i) Notwithstanding anything to the contrary in this Termination Agreement or any non-disclosure, confidentiality or other agreements entered into between the parties from time to time, each party hereby consents to the Disclosure of information (the "Reporting Consent"):

(a) to the extent required by, or necessary in order to comply with, any applicable law, rule or regulation which mandates Disclosure of transaction and similar information or to the extent required by, or necessary in order to comply with, any order, request or directive regarding Disclosure of transaction and similar information issued by any relevant authority or body or agency ("Reporting Requirements"); or

(b) to and between the other party's head office, branches or affiliates; to any person, agent, third party or entity who provides services to such other party or its head office, branches or affiliates; to a Market; or to any trade data repository or any systems or services operated by any trade repository or Market, in each case, in connection with such Reporting Requirements.

"Disclosure" means disclosure, reporting, retention, or any action similar or analogous to any of the aforementioned.

"Market" means any exchange, regulated market, clearing house, central clearing counterparty or multilateral trading facility.

Disclosures made pursuant to this Reporting Consent may include, without limitation, Disclosure of information relating to disputes over transactions between the parties, a party's identity, and certain transaction and pricing data and may result in such information becoming available to the public or recipients in a jurisdiction which may have a different level of protection for personal data from that of the relevant party's home jurisdiction.

Notwithstanding anything to the contrary as set out herein, this Reporting Consent shall be deemed to constitute an agreement between the parties with respect to Disclosure in general and shall survive the termination of this Termination Agreement. No amendment to or termination of this Reporting Consent shall be effective unless such amendment or termination is made in writing between the parties and specifically refers to this Reporting Consent.

Miscellaneous:

- i. This Termination Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
- ii. No amendment, modification or waiver in respect of the matters contemplated by this Termination Agreement will be effective unless made in writing duly signed on behalf of each party.
- iii. This Termination Agreement may be executed and delivered in counterparts, each of which will be deemed an original.
- iv. This Termination Agreement shall be governed by, and shall be construed in accordance with, English law. The Parties agree to submit to the exclusive jurisdiction of the English courts should a dispute arise out of or in connection with this Termination Agreement or its subject matter.
- v. Party B hereby irrevocably appoints [Please Advise] its agent to accept service of process in England in any legal action or proceedings arising out of this Termination Agreement, service upon whom shall be deemed completed whether or not forwarded to or received by Party B. Party B agrees to inform DB in writing of any change of address of such process agent within 14 days of such change. If such process agent ceases to be able to act as such or to have an address in England, Party B irrevocably agrees to appoint a new process agent in England acceptable to DB and to deliver to DB within 14 days a copy of a written acceptance of appointment by the process agent. Nothing herein shall affect the right to serve process in any other manner permitted by law.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter or facsimile substantially similar to this letter, which letter or facsimile sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those

**Deutsche Bank AG London Branch**

Signed:   
Name: Apama Shrivastava  
Dept: Commodity Derivatives

Signed:   
Name: Graham Bird  
Dept: Commodity Derivatives

Confirmed as of the date first above written:

**PRIVATE CLIENT SERVICES PWM ALEX BROWN AC SOUTHERN FINANCIAL LLC**

By: \_\_\_\_\_  
Name:  
Authorised Signatory

By: \_\_\_\_\_  
Name:  
Authorised Signatory

For any query relating to this Notification, please contact us on 

If you agree with the details of this Notification, please sign and return to fax number 