

TBMA/ISMA GLOBAL MASTER REPURCHASE AGREEMENT (2000 VERSION)

GILTS ANNEX

Supplemental terms and conditions where repurchase transactions are to be effected
in UK gilt-edged securities

This Annex constitutes an Annex to the TBMA/ISMA Global Master Repurchase Agreement dated **January 7, 2015** between **DEUTSCHE BANK AG** and **SOUTHERN FINANCIAL LLC** (the "**Agreement**").

1. Interpretation

1.1 In this Part of this Annex -

- (a) the Agreement means the Agreement dated **January 7, 2015** substantially in the form of the TBMA/ISMA Global Master Repurchase Agreement (2000 Version) of which this Annex forms part;
- (b) **CREST** means the computer-based system and associated clerical procedures established by CRESTCo Limited to facilitate the transfer of gilt-edged securities and other uncertificated securities;
- (c) **CHAPS system** means the same day payment system operated by the CHAPS Clearing Company Limited;
- (d) ***gilt-edged securities*** means securities which are gilt-edged securities for the purposes of section 50 (7) of the Income and Corporation Taxes Act 1988.

1.2 Terms to which a defined meaning is given in the Agreement have the same meanings in this Annex.

2. Scope

2.1 The parties have agreed that the Transactions to which the Agreement applies may include Transactions in respect of gilt-edged securities.

2.2 The terms and conditions set out in this Annex apply to Transactions in respect of gilt-edged securities and, to the extent and in the circumstances provided in paragraph 3.3(c) below, Transactions wholly or partly in respect of such other securities as are referred to in that paragraph.

3. CREST

3.1 CREST shall be an agreed securities clearance system for the purposes of paragraph 6(a)(iii) of the Agreement.

3.2 Where under the rules and procedures of the CREST the delivery of any Securities from a securities account in the name of one party or its nominee or agent (***the transferor***) to a securities account in the name of the other party or its nominee or agent (***the transferee***) gives rise to an assured payment obligation by which the settlement bank acting for the transferee is obliged to make a payment to the settlement bank acting for the transferor, the creation of that assured payment obligation shall for the purposes of the Agreement and any Transaction be treated as a payment from the transferee to the transferor of an amount equal to the amount of the assured payment obligation.

3.3 (a) Subject to and in accordance with the following provisions of the subparagraph, the parties may agree to enter into an overnight sale and repurchase transaction (a ***DBV Transaction***) to be effected under the "delivery-by-value" facility of CREST.

(b) The Confirmation relating to a DBV Transaction -

- (i) shall specify the Transaction as a DBV Transaction;