

ANNEX I

**Supplemental Terms or Conditions to the
TBMA / ISMA Global Master Repurchase Agreement
between DEUTSCHE BANK AG (as Party A) and
SOUTHERN FINANCIAL LLC (as Party B)**

Paragraph references are to paragraphs in the Agreement.

1. The following elections shall apply:

- (a) Paragraph 1. Buy/Sell Back Transactions may be effected under this Agreement and accordingly the Buy/Sell Back Annex will apply.
- (b) Paragraph 1. Transactions in Equities or Net Paying Securities may be effected under this Agreement and accordingly the provisions of the following subparagraphs (i) to (iii) shall apply:
 - (i) In paragraph 1(a) the phrase "other than equities and Net Paying Securities" shall be deleted;
 - (ii) In the Buy/Sell Back Annex such that the following words shall be added to the end of the definition of the expression IR: "and for the avoidance of doubt the reference to the amount of income capital for these purposes shall be to an amount paid without withholding or deduction for or on account of taxes or duties not withstanding that a payment of such Income made in certain circumstances may be subject to such a withholding or deduction"; and
 - (iii) The Equities Annex shall apply to all Transactions in Equities.
- (c) Paragraph 1. Agency Transactions may not be effected under this Agreement and accordingly the Agency Annex will not apply.
- (d) Paragraph 1. Transactions (including Buy/Sell Back Transactions) in respect of gilt-edged securities (as defined in the Gilts Annex, paragraph 1.1(d)) may be effected under this Agreement and accordingly the Gilts Annex will apply.
- (e) Paragraph 1. Transactions in Italian Bonds may be effected under this Agreement and accordingly the Italian Bond Annex will apply.
- (f) Paragraph 2(d). The Base Currency shall be:
 - (i) for the purposes of paragraph 4 hereof, US Dollars ("**USD**").
 - (ii) for the purposes of paragraph 10 hereof, USD.
- (g) Paragraph 2(p). Party A will act through its head office in Frankfurt or its branch in London. Party B will act through its offices in **[please advise]**.
- (h) Paragraph 2(cc). The pricing source for calculation of Market Value shall be the relevant page of Bloomberg or as agreed between the two parties and stated in the relevant Confirmation. With respect to Transactions over gilt-edged securities, the pricing source shall be the latest available GEMM's prices published by the Bank of England.
- (i) Paragraph 2(rr). Spot Rate to be as set forth in paragraph 2(rr).
- (j) Paragraph 3(b). Both Seller and Buyer to deliver Confirmation.