

## AMENDMENT AGREEMENT

This AMENDMENT AGREEMENT ("Amendment") is dated as of October 12, 2015 and is made between DEUTSCHE BANK AG ("Party A") and SOUTHERN FINANCIAL, LLC ("Party B").

Party A and Party B have entered into an ISDA Master Agreement dated as of October 28, 2013, and the Credit Support Annex ("CSA") to the Schedule thereto (the "Agreement");

The parties agree to amend certain terms and provisions of the Agreement;

In consideration of the mutual agreements contained in this Amendment, the parties agree as follows:

1. Part 3 of the Schedule to the Agreement is hereby deleted in entirety and replaced as follows:

### "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
Party A	A properly executed a 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 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	An executed United States Internal Revenue Service Form W-9 (or any successor thereto) in relation to Party B and Southern Trust Company, Inc.	(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.
Party A and Party B	Any forms required by the governmental or tax authorities in the Relevant Jurisdictions to be delivered relating to transactions under this Agreement, including forms required 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	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 or Relevant Jurisdiction tax authority.

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the Relevant Jurisdictions, as amended, and any other documentation reasonably requested by the other party as it relates thereto.

- (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 as follows:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation:
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 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 the execution of this Agreement, or upon any material change in such documents.	Yes
Party A	A copy of the most recent annual report containing consolidated financial statements of such 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 the most recent annual report containing consolidated financial statements of such party or its Credit Support Provider, if any, and such 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	Quarterly report of unencumbered cash and marketable securities.	Within ten (10) business days after the end of the relevant calendar quarter.	Yes

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Party A and Party B	A duly executed and delivered copy of the Credit Support Document.	As of 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"

2. Paragraph 13(l)(i)(A) of the Credit Support Annex to the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:  
“(A) *“Aggregate Ceiling Limit”* means USD 100,000,000.”
3. Paragraph 13(l)(i)(I) of the Credit Support Annex to the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:  
“(I) *“Tier II Ceiling Limit”* means USD 100,000,000.”
4. Paragraph 13(l)(i)(U) of the Credit Support Annex to the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:  
“(U) *“Tier I Ceiling Limit”* means USD 100,000,000.”
5. Paragraph 13(l)(i)(E) of the Credit Support Annex to the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:  
“(E) *“Tier III Ceiling Limit”* means USD 50,000,000.”
6. Paragraph 13(l)(i)(O) of the Credit Support Annex to the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:  
“(O) *“Tier IV Ceiling Limit”* means USD 50,000,000.”
7. Each party represents to the other party in respect of the Agreement, as amended pursuant to this Amendment, that the representations made by it pursuant to the Agreement are true and accurate as of the date of this Amendment.
8. This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
9. Except as specifically modified by this Amendment, all the terms and provisions of the Agreement will continue in full force and effect. References to the Agreement will be to the Agreement, as amended by this Amendment.
10. Capitalised terms used in this Amendment and not otherwise defined herein shall have the meanings specified for such terms in the Agreement.
11. Each of the parties to this Amendment will deliver to the other party, upon execution of this Amendment, evidence of the authority and true signatures of each official or representative signing this Amendment on its behalf.
12. This Amendment may be executed and delivered in counterparts, each of which will be deemed an original.

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13. This Amendment will be governed by and construed in accordance with the laws of the State of New York (without reference to its choice of law doctrine).

The parties have executed this Amendment with effect from the date appearing in the first paragraph above.

DEUTSCHE BANK AG

*[Signature]*  
Sebastian Marcilese

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: Eduardo Waite  
Vice President

SOUTHERN FINANCIAL, LLC

*[Signature]*  
By: \_\_\_\_\_  
Name: Jeffrey Epstein

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: 10-15-15

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