

**TERMINATION AGREEMENT**

This **TERMINATION AGREEMENT** (this "**Termination Agreement**") dated as of December 7, 2016 (the "**Termination Date**") is entered into by and between **Deutsche Bank AG** ("**Party A**") and **Southern Trust Company, Inc.** ("**Party B**"). All capitalized terms used herein and not otherwise defined shall have the meanings provided in the GMRA (defined below).

**WITNESSETH:**

**WHEREAS**, Party A and Party B are parties to Global Master Repurchase Agreement (along with any and all Transactions outstanding thereunder, each as amended, supplemented or modified from time to time, collectively, the "**GMRA**"; unless otherwise provided herein, all capitalized terms shall have the same meaning ascribed to the terms in the GMRA), dated as of February 26, 2015 ; and

**WHEREAS**, Party A and Party B wish to terminate the GMRA as herein provided effective as of the Termination Date.

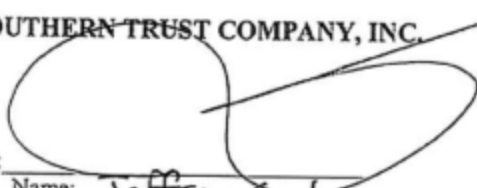
**NOW, THEREFORE**, for good and valuable consideration, the existence of which is hereby acknowledged, the parties agree as follows:

- 1) **Termination**. The parties hereto agree that there are no Transactions outstanding under the GMRA, that no obligations currently exist, and no payments are owed or will be owed by Party A and Party B to each other or to any other party in connection with the termination of the GMRA or otherwise. The parties further agree that there are no outstanding balances, liabilities or assets in the name of Party A or Party B under the GMRA as of the Termination Date. Accordingly, the parties hereby agree that the GMRA is hereby terminated as of the Termination Date.
- 2) **Waiver of Notice Period**. To the extent applicable, each party hereby waives its right to any notice or notice period prior to termination.
- 3) **Governing Law**. This Termination Agreement will be governed by, and construed in accordance with, the laws of England.
- 4) **Miscellaneous**. This Termination Agreement may be executed in counterparts, each of which shall be deemed an original instrument and all of which taken together shall constitute one and the same agreement. Each party hereto shall become bound by this Termination Agreement immediately upon such party's execution and delivery hereof and independently of the execution and delivery hereof by the other parties hereto. The parties may sign and deliver this Termination Agreement by electronic mail or facsimile transmission. The parties agree that the delivery of this Termination Agreement by electronic mail or facsimile shall have the same force and effect as delivery of original signatures and that each party may use such electronic mail or facsimile signatures as evidence of the execution and delivery of this Termination Agreement by both parties to the same extent that an original signature could be used.


*Execution Copy*

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Amendment Agreement to be duly executed and delivered as of the Termination Date.

SOUTHERN TRUST COMPANY, INC.

  
By: \_\_\_\_\_  
Name: Jeffrey Epstein  
Title: President

DEUTSCHE BANK AG

  
By: Mary Breslin  
Name: Mary Breslin  
Title: Vice President

  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Steven Kessler  
Director

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**CONFIDENTIAL**

CONFIDENTIAL – PURSUANT TO FED. R. CRIM. P. 6(e)

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