

ISDA→

International Swaps and Derivatives Association, Inc.

SCHEDULE to the 2002 Master Agreement

dated as of May 15, 2017

Between

CAPITAL SERVICES, INC.

and

SOCIETE GENERALE

("Party A")

("Party B")

Part 1. Termination Provisions.

- (a) **"Specified Entity"** means

in relation to Party A for the purpose of:

Section 5(a)(v),	Financial, Inc.
Section 5(a)(vi),	Financial, Inc.
Section 5(a)(vii),	Financial, Inc.
Section 5(b)(v),	None.

in relation to Party B for the purpose of:

Section 5(a)(v), None
Section 5(a)(vi), None
Section 5(a)(vii), None
Section 5(b)(v), None

- (b) **"Specified Transaction"** will have the meaning specified in Section 14 of this Agreement.
- (c) The **"Cross Default"** provisions of Section 5(a)(vi) of this Agreement will apply to Party A and Party B. Section 5(a)(vi) shall be amended by adding the following at the end thereof:

"provided, however, that, notwithstanding the foregoing, an Event of Default shall not occur under either (1) or (2) above if (I) the default, or other similar event or condition referred to in (1) or the failure to pay referred to in (2) is a failure to pay or deliver caused by an error or omission of an administrative or operational nature, and (II) funds or the asset to be delivered were available to such party to enable it to make the relevant

payment or delivery when due and (III) such payment or delivery is made within three (3) Local Business Days following receipt of written notice from an interested party of such failure to pay.”

- (d) **“Specified Indebtedness”** shall have the meaning specified in Section 14 of this Agreement, but shall exclude indebtedness in respect of deposits received by a party in the ordinary course of its banking business.
- (e) **“Threshold Amount”** means with respect to Party A, an amount equal to 3% of such party’s Credit Support Provider’s shareholders’ equity (determined in accordance with generally accepted accounting principles in such Credit Support Provider’s jurisdiction of incorporation or organization) as of the end of such Credit Support Provider’s most recently completed fiscal year, and with respect to Party B, an amount equal to 3% of Party B’s shareholders’ equity (determined in accordance with generally accepted accounting principles in such party’s jurisdiction of incorporation or organization) as at the end of its most recently completed fiscal year.
- (f) The **“Credit Event Upon Merger”** provisions of Section 5(b)(v) will apply to Party A and Party B.
- (g) The **“Automatic Early Termination”** provisions of Section 6(a) will not apply to either party; *provided, however*, where the Event of Default specified in Section 5(a)(vii)(1), (3), (4), (5), (6) or the extent analogous thereto, (8) of the Agreement, is governed by a system of law which does not permit termination to take place after the occurrence of the relevant Event of Default or permits such termination only with prior approval of a person or party other than the Non-Defaulting Party, then the Automatic Early Termination provision of Section 6(a) of the Agreement will, to the extent allowable under then-current law, apply to Party A and to Party B.
- (h) **“Termination Currency”** means United States Dollars.
- (i) **Additional Termination Events.** The following shall each constitute an Additional Termination Event:
 - (1) The following shall constitute an Additional Termination Event with respect to Party A:
 - (a) The rating issued by Standard & Poor’s Rating Service, or its successor or assign (“S&P”) or Moody’s Investors Service, Inc., or its successor or assign (“Moody’s”) with respect to the long-term, senior unsecured, unsubordinated debt securities (“Debt Securities”) of Party A’s Credit Support Provider is rated below BBB- in the case of S&P or Baa3 in the case of Moody’s or (b) S&P or Moody’s ceases to issue a rating with respect to the Debt Securities of Party A’s Credit Support Provider (provided that such rating agency continues to be in the business of rating Debt Securities).

For the purpose of the foregoing Additional Termination Event, the Affected Party will be Party A and all outstanding Transactions will be deemed to be Affected Transactions, save for the purpose of calculating the Close-out Amount under Section 6(e)(ii)(2) only, for which purpose Party A and Party B shall both be Affected Parties and all Transactions shall be Affected Transactions.

- (2) The following shall constitute an Additional Termination Event with respect to Party B:

(a) The rating issued by S&P or Moody's with respect to the Debt Securities of Party B is rated below BBB- in the case of S&P or Baa3 in the case of Moody's or (b) S&P or Moody's ceases to issue a rating with respect to the Debt Securities of Party B (provided that such rating agency continues to be in the business of rating Debt Securities).

For the purpose of the foregoing Additional Termination Event, the Affected Party will be Party B and all outstanding Transactions will be deemed to be Affected Transactions, save for the purpose of calculating the Close-out Amount under Section 6(e)(ii)(2) only, for which purpose Party A and Party B shall both be Affected Parties and all Transactions shall be Affected Transactions.

If either S&P or Moody's ceases to be in the business of rating Debt Securities and such business is not continued by a successor or assign (the "Discontinued Agency"), Party A and Party B shall jointly and in good faith (i) select a credit rating agency in substitution thereof and (ii) agree on the rating level issued by such substitute agency that is equivalent to the ratings specified herein of the Discontinued Agency, whereupon such substitute agency and equivalent rating shall replace the Discontinued Agency and the rating level thereof for the purposes of this Agreement.

Part 2. Tax Representations.

- (a) ***Payer Representations.*** For the purpose of Section 3(e) of this Agreement, Party A and Party B make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) ***Payee Representations.*** For the purposes of Section 3(f) of this Agreement, Party A represents to Party B that it is a corporation that is the beneficial owner of all payments to be made to it under this Agreement, it is an "exempt recipient" for purposes of Section 1.6049-4(c) of the United States Treasury Regulations, organized under the laws of the State of Delaware, and its taxpayer identification number is 59-3682098.

For the purpose of Section 3(f) of this Agreement, Party B makes the following representations:-

(i) (A) Party B will identify by prior written notice or in the relevant Confirmation each Transaction as to which Party B is acting through an Office or agent located in the United States (including only the States thereof and the District of Columbia).

(B) With respect to such Transactions, each payment received or to be received by Party B in connection with this Agreement will be effectively connected with its conduct of a trade or business in the United States.

(ii) With respect to Transactions that Party B has not identified pursuant to clause (b)(i)(A) of Part 2 hereof-

It is a “non-U.S. branch of a foreign person” for purposes of sections 1.1441-4(a)(3)(ii) and 1.6041-4(a)(4) of the United States Treasury Regulations.

Part 3. Agreement to Deliver Documents.

For the purpose of Sections 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

(a) Tax forms, documents or certificates to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered
Party A	An executed U.S. Internal Revenue Service Form W-9 (or any successor form) with respect to any payments received or to be received by Party A in connection with this Agreement	(i) Upon execution of this Agreement, and (ii) promptly upon reasonable demand by Party B.
Party B	With respect to Transactions not identified pursuant to clause (b)(i)(A) of Part 2, a correct, complete and executed U.S. Internal Revenue Service Form W-8BEN-E (including a claim of treaty benefits under Part III), or any successor thereto, including appropriate attachments, that eliminates U.S. federal withholding tax and backup withholding tax on payments under this Agreement.	(i) Upon execution of this Agreement, and (ii) promptly upon reasonable demand by Party A.

- Party B With respect to Transactions identified pursuant to clause (b)(i)(A) of Part 2, a correct, complete and executed U.S. Internal Revenue Service Form W-8ECI (or any successor thereto), including appropriate attachments, that eliminates U.S. federal withholding tax and backup withholding tax on payments under this Agreement.
- (i) Upon execution of this Agreement, and
- (ii) promptly upon reasonable demand by Party A.

(b) Other documents to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party A	Audited annual consolidated financial statements of CFI prepared in accordance with accounting principles that are generally accepted for institutions of its type in the jurisdiction of its organization and certified by independent public accountants.	Upon request of the other party promptly following availability of statements. However, public availability on Party A's Credit Support Provider's website, www.cfi.com , shall constitute delivery.	Yes, as modified by Part 5(g) hereof.
Party A	Quarterly unaudited interim consolidated financial statements of CFI prepared in accordance with accounting principles that are generally accepted for institutions of its type in the jurisdiction of its organization.	Upon request of the other party promptly following availability of statements. However, public availability on Party A's Credit Support Provider's website, www.cfi.com , shall constitute delivery.	Yes, as modified by Part 5(g) hereof.
Party B	Certified copies of all corporate authorizations and any other documents with respect to the authorization, execution, delivery and performance of this Agreement.	Upon execution of this Agreement and promptly following the request of the other party.	Yes.
Party B	Certified evidence of the authority, incumbency and specimen signature of each authorized person executing this Agreement, any Confirmation and the Credit Support Document.	Upon execution of this Agreement and promptly following the request of the other party.	Yes.

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party B	Audited annual consolidated financial statements prepared in accordance with accounting principles that are generally accepted for institutions of its type in the jurisdiction of its organization and certified by independent public accountants.	Upon request of the other party promptly following availability of statements. However, public availability on Party B's website, www.societegenerale.com , shall constitute delivery.	Yes, as modified in Part 5(g) below.
Party B	Unaudited interim consolidated financial statements prepared in accordance with accounting principles that are generally accepted for institutions of its type in the jurisdiction of its organization.	Upon request of the other party promptly following availability of statements. However, public availability on Party B's website, www.societegenerale.com , shall constitute delivery.	Yes, as modified in Part 5(g) below.
Party A and Party B	Such other documents as either Party may reasonably request in connection with each Transaction.	Promptly upon request.	Yes.

Part 4. Miscellaneous.

- (a) Addresses for Notices. For the purpose of Section 12(a) of this Agreement:

Address for notices or communications to Party B:

(i) With respect to notices pursuant to Section 13(c) of the Agreement:

(ii) With respect to all other notices or communications (other than for purposes of Sections 5 and 6 as indicated below in (b)): as specified in the Confirmation of each Transaction.

(b) Addresses for Notices for Purposes of Sections 5 and 6 of this Agreement:

Address for notices or communications for Party A:

In addition to each of the addresses for Party A listed in Part 4(a), above, send a copy of any notices for purposes of Sections 5 and 6 of this Agreement to:

Address for notices or communications for Party B:

In addition to each of the addresses for Party B listed in Part 4(a), above, send a copy of any notices for purposes of Sections 5 and 6 of this Agreement to:

Address: Attention : Head of Risk Department Telephone n°: 33
(0)1 5656565
Fax n°: 33 (0)1 45555555

With a copy to:

Societe Generale Branch

Telephone No.: 247 45673457
Facsimile No.: 247 456734500

- (c) **Process Agent.** For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: Not applicable

Party B appoints as its Process Agent: Societe Generale

Telephone No.: 247 45673457
Facsimile No.: 247 456734500

- (d) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

- (e) **Multibranch Party.** For the purpose of Section 10 of this Agreement:

Party A is not a Multibranch Party and will act solely through its Chicago, IL and St. Petersburg, FL offices.

Party B is a Multibranch Party and may enter into a Transaction through its Paris head Office and any of its branch Offices worldwide.

- (f) **Calculation Agent.** Party A.

- (g) **Credit Support Document.** With respect to Party A, the Guarantee of Financial, Inc. (“CFI” or the “Guarantor”) and the Credit Support Annex.

With respect to Party B, the Credit Support Annex.

- (h) **Credit Support Provider.** With respect to Party A, the Guarantor.

With respect to Party B, None.

- (i) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine that would interfere with New York law.

- (j) **Netting of Payments.** For the purpose of Section 2(c) of this Agreement, election shall be made separately by operations departments for different groups of Transactions.
- (k) **"Affiliate"** will have the meaning specified in Section 14.
- (l) **Absence of Litigation.** For the purpose of Section 3(c):—
 - a. "Specified Entity" means in relation to Party A, Capital Financial, Inc.
 - b. "Specified Entity" means in relation to Party B, None.
- (m) **No Agency.** The provisions of Section 3(g) will apply to this Agreement.
- (n) **Additional Representations** will apply. For the purpose of Section 3 of this Agreement, the following will constitute Additional Representations:—
 - (i) **Relationship Between Parties.** Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):
 - (A) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction, it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of that Transaction.
 - (B) **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 that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.
 - (C) **Status of Parties.** The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.
 - (ii) **Commodity Exchange Act.** Each party represents to the other party on and as of the date hereof and on each date on which a Transaction is entered into between them that such party is an "eligible contract participant" within the meaning of the Commodity Exchange Act.
- (o) **Recording of Conversations.** Each party (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties

in connection with this Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law and subject to applicable defenses, that recordings may be submitted in evidence in any Proceedings.

Part 5. Other Provisions.

- (a) **ISDA Definitions.** The 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. (the “Definitions”) are incorporated by reference into this Agreement as if fully set forth herein.
- (b) **Foreign Account Tax Compliance Act.** The following provision shall apply in respect of the ISDA Master Agreement between the parties (including the Schedule thereto, any Credit Support Annex and each Transaction that has been or will be entered into thereunder) and shall survive the termination of this Transaction and this Confirmation:

“Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act. “Tax” as used in Part 2(a) of this Schedule (Payer Tax Representation) and “Indemnifiable Tax” as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a “**FATCA Withholding Tax**”). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.”

- (b) **Transfer.** Notwithstanding anything to the contrary in Section 7 of the Master Agreement, Party A may assign its rights and obligations under the Master Agreement, in whole and not in part, without the consent of Party B: (i) to any Affiliate of Party A, effective upon delivery to Party B of a guarantee by the Guarantor of the obligations of such Affiliate under the Master Agreement, such guarantee to be otherwise substantially identical to the guarantee then effect of the obligations of the transferor; or (ii) to Guarantor, effective upon notice of such assignment.
- (c) **Exchange of Confirmations.** Section 9(e)(ii) is deleted and replaced with the following:

“(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). For each Transaction entered into hereunder, Party A shall promptly send to Party B a Confirmation via facsimile transmission or electronic messaging system. Party B agrees to respond to such Confirmation within three (3) Local Business Days, either confirming agreement thereto or requesting a correction of any errors contained therein. Failure by Party B to respond within such period shall not affect the validity or enforceability of such Transaction and shall be deemed to be an affirmation of the terms contained in such Confirmation, absent manifest error. The parties agree that any such exchange of facsimile transmissions or electronic messages shall constitute a Confirmation for all purposes hereunder.”

- (d) **Scope of Agreement.** Any Specified Transaction (other than a repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction and without regard to the phrase “which is not a Transaction under this Agreement but” in the definition of Specified Transaction) into which the parties have entered or may enter and in respect of which confirming evidence does not expressly exclude the application of this Agreement shall be governed by this Agreement, unless such transaction is subject to another master agreement between the parties in which case such other master agreement shall govern.
- (e) **Accuracy of Specified Information.** Section 3(d) is hereby amended by adding in the third line thereof after the word “respect” and before the period the words: “or in the case of audited or unaudited financial statements, a fair presentation of the financial condition of the relevant person and in the case of unaudited quarterly financial statements, subject to normal year-end audit adjustments.”
- (f) **Form of ISDA Master Agreement.** The parties hereto agree that the text of the body of this Agreement (to which this Schedule is attached) is intended to be the 2002 ISDA Master Agreement as published and copyrighted by the International Swaps and Derivatives Association, Inc. (formerly known as the International Swap Dealers Association, Inc.). The purpose of this paragraph is to make clear that, while a party may have transcribed the 2002 ISDA Master Agreement, or any portion thereof, onto its computer system for its convenience, the parties do not intend that the text of the body of this Agreement deviate from the 2002 ISDA Master Agreement in the event of any error or mistake in such transcription by a party.
- (g) **WAIVER OF JURY TRIAL.** EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING INSTITUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION.
- (h) **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants and conditions shall continue in full force and effect as if this Agreement had been executed with the invalid or unenforceable portion eliminated, so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Agreement and the deletion of such portion of this Agreement does not substantially impair the respective benefits or expectations of the parties to this Agreement.
- (i) **Incorporation of the ISDA 2015 Section 871(m) Protocol.** Party A and Party B hereby incorporate by reference the ISDA 2015 Section 871(m) Protocol published by the International Swaps and Derivatives Association, Inc. on November 2, 2015 and agree and acknowledge that the amendments and modifications contained therein are made to this Agreement as if set forth herein.
- (j) **EMIR FC Representation.** Party A represents that it is a Financial Counterparty pursuant to Article 2(8) of the Regulation (EU) n° 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories (the so-called “European Market Infrastructure Regulation –EMIR”).

- (k) ***ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.*** The parties agree that the provisions set out in the Attachment to the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol published by the International Swaps and Derivatives Association, Inc. on 19 July 2013 (the “Portfolio Reconciliation Protocol”) are hereby deemed to apply to this Agreement as if the parties had adhered to the Portfolio Reconciliation Protocol without amendment and as if the references in the Portfolio Reconciliation Protocol to “Covered Master Agreement” were references to this Agreement.

(l) ***ISDA Risk Disclosures Documents.***

(i) Party B has made certain important information available at <http://swapdisclosure.sgcib.com> regarding Transactions that may be entered into from time to time under this Agreement. By entering into this Agreement, Party B hereby acknowledges that it has reviewed such information and agrees that this Agreement and each Transaction hereunder is subject thereto.

(ii) Party B acknowledges receipt of the *ISDA General Disclosure Statement for Transactions* and the *ISDA Disclosure Annex for Interest Rate Transactions* that accompanied this Agreement, which as of the date of this Agreement are also available at:

<http://www.isda.org/publications/pdf/ISDA.General.Disclosure.Statement.pdf> and
<http://www.isda.org/publications/pdf/ISDA.Rates.Swaps.pdf>.

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IN WITNESS WHEREOF the Parties hereto have affixed their signature hereto as of the date written above:

CAPITAL SERVICES, INC.
(Party A)

SOCIETE GENERALE
(Party B)