

- (i) Party B understands that (x) that Transactions may at times be volatile and are subject to complex and substantial risks that may arise without warning and (y) losses in value for Party B's position in that Transactions may occur quickly and in unanticipated magnitude.
 - (ii) Party A has made no representations, guarantees, or assurances whatsoever as to the expected or projected profitability, return, success, performance result, effect, consequence or benefit (whether legal, regulatory, tax, financial, accounting or otherwise) of that Transaction. Party B will be relying upon its own judgement and its own advisors with respect to that Transaction and Party B has not sought and is not relying on any views of Party A with respect to that Transaction. All terms of, and the documentation evidencing, this Agreement and that Transaction have been the result of arm's-length negotiations between the parties.
 - (iii) Party A shall not be liable to Party B for any losses, costs, expenses, fees, charges, amounts, liabilities, claims, damages, penalties, interest, taxes, or fines associated with that Transaction, including the failure of that Transaction to achieve Party B's legal, regulatory, tax, business, investment, financial, or accounting objectives.
 - (iv) Party B entered into this Agreement and is entering into that Transaction for Party B's own account as principal (and not as agent or in any other capacity, fiduciary or otherwise).
 - (v) Party B has, as of such date, (x) total assets; (y) net worth (for the purposes hereof, net worth equals the assets of Party B minus the liabilities of Party B as reflected in the most recent financial statements of Party B delivered to Party A); and (z) liquid assets at least equal to the amounts specified in Appendix II to the Schedule to the Agreement. Party B is prepared to bear, and will be capable of bearing (financially and otherwise) all risks associated with that Transaction and all other Transactions and has sufficient financial wherewithal to incur any loss associated with entering into and performing its obligations under that Transaction and all other Transactions.
 - (vi) Party B's entrance into this Agreement and that Transaction complied and will comply in all respects with all applicable laws, rules, regulations, interpretations, guidelines, and governmental and regulatory authorities affecting Party B.
 - (vii) The financial information of Party B heretofore furnished to Party A fairly presents the financial condition of Party B on the dates and for the periods covered thereby. As of the date of this Agreement, Party B does not have any material liability or contingent obligation not shown on such statements. Since the date of such financial information there has been no material adverse change in the financial condition, operations, assets, and prospects of Party B.
- (e) **Set Off.** Section 6(f) of this Agreement is deleted in its entirety and replaced with the following:
- “(f) Upon the designation of any Early Termination Date, the party that is not the Defaulting Party or Affected Party (“X”) may, without prior notice to the Defaulting or Affected Party (“Y”), set off any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by Y to X or any Affiliate of X (the “**X Set Off Amount**”) against any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by X or any Affiliate of X to Y (the