(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 and 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 adviser to it in respect of that Transaction.

(iii) ***Securities Act Representations.*** Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into) that:

(A) it acknowledges that certain Transactions under the Agreement may involve the purchase or sale of "securities" as defined under the U.S. Securities Act of 1933, as amended (the ***"Securities Act"***) and understands that any such purchase or sale of securities will not be registered under the Securities Act and that any such securities may not be reoffered, resold, pledged or otherwise transferred except (1) pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act and (2) in accordance with any applicable securities laws of any state of the United States of America.

(B) it is a "Institutional Account" as defined by FINRA Rule 2111 , or an "accredited investor" as defined under the Securities Act; and

(C) unless otherwise expressly provided in a Confirmation for a Transaction, any securities it is required to deliver under this Agreement and any Transaction will not at the time of such delivery constitute "restricted securities" or be subject to restrictions on transfer (including so-called "control securities") under the Securities Act (as defined above) or otherwise. This representation will be deemed repeated at the time of such delivery.

(iv) ***Additional Representations of Party B.*** Party B on and as of the date hereof and at all times until the termination of this Agreement and the Transactions, that (A) the assets of Party B do not and, prior to termination of this Agreement and the Transactions, will not constitute "plan assets" under Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), and, together with the Agreement and the Transactions, are not and will not be subject to Part 4, Subtitle B, Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended ("**Code**"); (B) either (x) the assets of Party B do not and will not constitute the assets of any "governmental plan" within the meaning of Section 3(32) of ERISA and, together with the Agreement and the Transactions, will not be subject to any law, rule or other restriction applicable to the assets of any such governmental plan ("**Governmental Plan Law**") or (y) the execution, delivery and performance of this Agreement and the Transactions do not and will not violate any Governmental Plan Law; and (C) Party B is not and, prior to termination of this Agreement and the Transactions, will not be, a "**Special Entity**" as defined under Title VII, Sections 731 or 764 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Reform Act") (or the amendments affected thereby). Party B will take or permit any action (including, without limitation, permitting or effecting withdrawals from Party B or transfers of interests in Party B) during the term of this