

4. Representations:

Each party represents to the other party on the date on which it enters into this Transaction that (absent a written agreement between the parties in respect of this Transaction that expressly imposes affirmative obligations to the contrary):

- (i) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgement and upon advice from such tax, accounting, regulatory, legal and financial advisers as it has deemed necessary, and not upon any view expressed by the other. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.
- (ii) **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 this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- (iii) **Status of Parties.** The other party is not acting as a fiduciary for, or an adviser to it in respect of this Transaction.

Party B represents to Party A on the date on which it enters into this Transaction that:

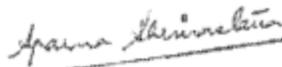
- (iv) This Transaction will comply in all respects with all applicable laws, rules, regulations, interpretations, guidelines, procedures, and policies of applicable governmental and regulatory authorities affecting Party B and the performance of its obligations hereunder.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation enclosed for that purpose and returning it to us or by sending us a letter or telex substantially similar to this letter, which letter or telex sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Please check this confirmation carefully and immediately upon receipt so that errors and discrepancies can be promptly identified and rectified.

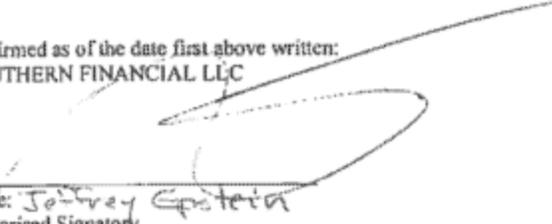
We are pleased to have executed this transaction with you.

Yours faithfully, for and on behalf of Deutsche Bank, London Branch

  
 By: \_\_\_\_\_  
 Name: Aparna Shrivastava  
 Title: Authorised Signatory

  
 By: \_\_\_\_\_  
 Name: Graham Bird  
 Title: Authorised Signatory

Confirmed as of the date first above written:  
SOUTHERN FINANCIAL LLC

  
 By: \_\_\_\_\_  
 Name: Jeffrey Epstein  
 Authorised Signatory

By: \_\_\_\_\_  
 Name:  
 Authorised Signatory

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