

(g) The Issuer has taken all steps necessary to cause the securities intermediary to identify in its records the Trustee as the person having the security entitlement against the securities intermediary in each of the Accounts. The Accounts are not in the name of any person other than the Trustee. The Issuer has not consented for the securities intermediary of any Account to comply with entitlement orders of any person other than the Trustee.

(h) The Issuer has caused or will cause, within ten days of the Closing Date, the filing of all appropriate financing statements in the proper filing offices in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Collateral granted to the Trustee hereunder.

(i) Other than pursuant to or permitted by this Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Collateral. The Issuer has not authorized the filing of and is not aware of any financing statements against the Issuer other than any financing statement relating to the security interest granted to the Trustee under this Indenture. The Issuer is not aware of any judgment, Pension Benefit Guaranty Corp., or tax lien filing against the Issuer.

(j) The counterparty under any participation interest as to which the underlying debt is evidenced by an "instrument" that is not credited to an Account has possession of any such instrument, and the Issuer has not received from such counterparty a notification that there are any marks or notations on such instruments indicating that such instrument has been pledged, assigned or otherwise conveyed to any Person other than the Trustee.

The Issuer will promptly notify S&P if it becomes aware that any of the representations and warranties in this Section 3.4 is not true and correct in any material respect.

ARTICLE 4

SATISFACTION AND DISCHARGE

Section 4.1 Satisfaction and Discharge of Indenture.

This Indenture shall be discharged and shall cease to be of further effect with respect to the Collateral securing the Notes except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, defaced, destroyed, lost or stolen Notes, (iii) rights of Holders of the Securities to receive payments of principal thereof and interest thereon as provided herein, (iv) the rights, obligations and immunities of the Trustee hereunder, (v) the rights, obligations and immunities of the Collateral Manager hereunder and under the Collateral Management Agreement, and (vi) the rights of Holders of the Notes as beneficiaries hereof with respect to the property deposited with the Trustee and payable to all or any of them (and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture) when:

(a) either: