

ARTICLE X
ACCOUNTS, ACCOUNTINGS, RELEASES AND PAYMENTS

Section 10.1. Collection; General Account Requirements.

(a) Except as otherwise expressly provided herein, the Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all property payable to or receivable by the Trustee pursuant to this Indenture, including all payments due on the Pledged Obligations, in accordance with the terms and conditions of such Pledged Obligations. The Trustee shall segregate and hold all such property received by it in trust for the benefit of the Secured Parties and shall apply it as provided in this Indenture.

(b) The accounts established by the Trustee pursuant to this Article X may include any number of sub-accounts for convenience in administering the Collateral. The Accounts specified in Section 10.2 and 10.3 shall be established on or before the Closing Date, and the Accounts specified in Section 10.4 shall be established no later than the time of entry by the Issuer into a Hedge Agreement or a Securities Lending Agreement, as the case may be.

(c) Each Account shall be established with an Intermediary in the name of the Trustee for the benefit of the Secured Parties and maintained pursuant to an Account Agreement providing, *inter alia*, that the establishment and maintenance of such Account will be governed by the law of a jurisdiction satisfactory to the Issuer and the Trustee. All funds held by or deposited with the Trustee in any Account shall be an Eligible Account held in trust for the benefit of the Secured Parties. The Trustee agrees to give the Issuer and the Investment Manager immediate notice if any Account or any funds on deposit therein, or otherwise to the credit of such Account, shall become subject to any writ, order, judgment, warrant of attachment, execution or similar process. The Co-Issuer shall have no legal, equitable or beneficial interest in an Account.

(d) The Trustee (as directed by the Investment Manager, which may be in the form of a standing instruction) shall invest or cause the investment of all funds received into or retained in the Accounts (other than the Payment Account) in Eligible Investments (unless otherwise required under this Indenture and except when such funds shall be required to be disbursed under this Indenture) maturing on or before the next Distribution Date, except as specified below. If the Trustee has not received investment instructions from the Investment Manager, the Trustee shall seek instructions from the Investment Manager within three Business Days after transfer of funds to any such Accounts. If the Trustee does not thereupon receive instructions from the Issuer or the Investment Manager within five Business Days after transfer of such funds to any such Accounts, it shall invest and reinvest the funds held in any such Accounts, as fully as practicable in Eligible Investments of the type described in clause (vii) of the definition thereof. The amounts credited to, or on deposit in, any Hedge Counterparty Collateral Account and Securities Lending Account shall be invested by the Trustee at the direction of the Investment Manager in accordance with the applicable Hedge Agreement or Securities Lending Agreement, as the case may be, and obligations in any such Account shall not constitute "Eligible Investments" for any purpose hereunder.