

(i) in the case of any “deposit account” as defined in Article 9 of the UCC, causing the Trustee to become the bank’s customer with respect to the deposit account in accordance with Section 9-104(a)(3) of the UCC; and

(j) in the case of any “securities account” causing the institution with which such securities account is maintained to maintain such securities account in accordance with the Account Agreement.

“Deliverable Obligation”: An asset that is delivered to the Issuer pursuant to a Synthetic Security upon the occurrence of a “credit event” thereunder. Any such Deliverable Obligation shall be treated as a Collateral Obligation if it would otherwise satisfy the requirements to be a Collateral Obligation (other than the requirement not to be a Defaulted Obligation) or treated as an Equity Security if it does not satisfy such requirements.

“Depository”: Each of DTC, Euroclear and Clearstream.

“Determination Date”: With respect to a Payment Date, the seventh Business Day prior to such date; *provided* that the final Determination Date will be the last day of the final Collection Period.

“DIP Loan”: A Loan that is an obligation of a debtor in possession or a trustee (the “Debtor”) organized under the laws of the United States or any state thereof (a) in respect of which no default as to the payment of post-petition interest is then continuing, and no interest has been deferred or capitalized under the terms thereof and (b) the terms of which have been approved by an order of a U.S. Bankruptcy Court, U.S. District Court or other court of competent jurisdiction, which order provides that (i) such Loan is secured by liens on the Debtor’s otherwise unencumbered assets, (ii) such Loan is secured by liens of equal or senior priority on property of the Debtor’s estate that is otherwise subject to a lien, (iii) such Loan is fully secured by junior liens on the Debtor’s encumbered assets (based on a current valuation or appraisal report) or (iv) if such Loan or any portion thereof is not secured, the repayment of such Loan retains priority over all other administrative expenses; *provided* that such Loan has a public rating or estimated rating from Moody’s and S&P and has an S&P Recovery Rate assigned by S&P; and *provided, further*, that in the case of a DIP Loan described in clause (iv) above, such DIP Loan has a Moody’s Recovery Rate assigned by Moody’s.

“Diversity Score”: As of any date of determination, the Diversity Score for the Collateral Obligations as determined pursuant to Schedule 4. Notwithstanding anything to the contrary herein, (i) Synthetic Securities that either (a) have multiple Reference Entities or Reference Obligations or (b) are leveraged shall be excluded from the calculation of the Diversity Score, and (ii) Structured Finance Obligations that are collateralized loan obligation securities shall be excluded from the calculation of the Diversity Score.

“Dollar” or “\$”: A dollar or other equivalent unit in such coin or currency of the United States of America as at the time shall be legal tender for all debts, public and private.

“Domicile”: With respect to each Collateral Obligation, (i) the jurisdiction of incorporation, organization or creation of the related Obligor or (ii) in the case of a Collateral Obligation that would otherwise be considered to be domiciled pursuant to clause (i) in a Tax