

Obligation, Eligible Investment or other investment has not already been transferred to the relevant Account, cause such Collateral Obligation, Eligible Investment or other investment to be Delivered to the Trustee to be held in the relevant Account in the case of property constituting Collateral. The security interest of the Trustee in the funds or other property utilized in connection with such acquisition shall, immediately and without further action on the part of the Trustee, thereupon be released. The security interest of the Trustee shall nevertheless come into existence and continue in the Collateral Obligation, Eligible Investment or other investment so acquired, including all rights of the Issuer in and to any contracts related to and proceeds of such Collateral Obligations, Eligible Investments or other investments.

Section 3.4 Representations and Warranties Concerning Collateral.

The Issuer hereby represents and warrants on the Closing Date to the Secured Parties as to the Collateral as follows (which representations and warranties may not be amended or waived without Rating Confirmation from S&P and which shall survive the execution of this Indenture and be deemed to be repeated on each date on which Collateral are Delivered as if made at and as of that time):

(a) This Indenture creates a valid and continuing security interest (as defined in the applicable Uniform Commercial Code) in the Collateral in favor of the Trustee for the benefit of the Secured Parties, as the case may be, which security interest is prior to all other liens, claims and encumbrances except as otherwise contemplated herein and is enforceable as such as against creditors of and purchasers from the Issuer.

(b) Except for collateral in a Synthetic Security Issuer Account, the Issuer owns the Collateral free and clear of any lien, claim or encumbrance of any Person, other than any security interest created or permitted hereunder.

(c) The Issuer has received all consents and approvals required by the terms of each item of Collateral to the transfer to the Trustee of its interest and rights in such item of Collateral hereunder.

(d) The Collateral is comprised of "instruments," "security entitlements," "general intangibles," "securities accounts," "certificated securities," "deposit accounts", "accounts", "chattel paper", financial assets", "letter-of-credit rights" and/or "uncertificated securities" (each as defined in the applicable Uniform Commercial Code).

(e) Other than (i) any participations evidenced by "instruments" within the meaning of the applicable Uniform Commercial Code not credited to an Account or (ii) any "general intangibles", "letter-of-credit rights" and "deposit accounts" within the meaning of the applicable Uniform Commercial Code, all Collateral (other than any Accounts) has been credited to one or more Accounts.

(f) The securities intermediary for each Account has agreed to treat all assets credited to such Account as "financial assets" within the meaning of the applicable Uniform Commercial Code.