

(c) Upon receiving actual notice of any Offer (as defined below), the Trustee on behalf of the Issuer shall notify the Collateral Manager of any Collateral Obligation that is subject to a tender offer, voluntary redemption, exchange offer, conversion or other similar action (an “Offer”). Unless the Notes have been accelerated following an Event of Default, the Collateral Manager may direct the Trustee to accept or participate in or decline or refuse to participate in such Offer and, in the case of acceptance or participation, to release from the lien of this Indenture such Collateral Obligation in accordance with the terms of the Offer against receipt of payment therefor. Without limiting the foregoing, the Issuer may, at the direction of the Collateral Manager, exchange a Collateral Obligation for another Collateral Obligation in an exchange of one security for another security of the same issuer that has substantially identical terms except transfer restrictions.

(d) As provided in Section 10.2(a), the Trustee shall deposit any proceeds received by it from the disposition of a Pledged Obligation in the applicable subaccount of the Collection Account, unless simultaneously applied to the purchase of additional Collateral Obligations or Eligible Investments as permitted under and in accordance with the requirements of this Article 10 and Article 12.

(e) The Trustee shall, upon receipt of an Issuer Order at such time as there are no Notes Outstanding and all obligations of the Co-Issuers hereunder have been satisfied, release any remaining Collateral from the lien of this Indenture.

#### Section 10.8 Independent Accountants.

(a) On or prior to the Closing Date, the Issuer shall appoint one or more firms of Independent certified public accountants of recognized international reputation for purposes of reviewing and delivering the reports or certificates of such accountants required by this Indenture (the “Independent Accountants”). Upon any resignation by such firm, the Issuer shall promptly appoint by Issuer Order delivered to the Trustee, the Collateral Manager, and each Rating Agency a successor thereto that shall also be a firm of Independent certified public accountants of recognized international reputation. If the Issuer shall fail to appoint a successor to a firm of Independent certified public accountants which has resigned within 30 days after such resignation, the Issuer shall promptly notify the Trustee of such failure in writing. If the Issuer shall fail to approve a successor within 10 days thereafter, the Trustee shall be entitled to appoint a successor firm of Independent certified public accountants of recognized international reputation. The fees of such Independent Accountants and any successor shall be payable by the Issuer as Administrative Expenses.

(b) On or before January 30 in each year beginning in 2008, the Issuer shall cause to be delivered to the Trustee and the Collateral Manager a certificate from the Independent Accountants indicating (i) that such firm has reviewed the Payment Date Reports for the Payment Dates during the preceding calendar year, (ii) that the calculations within such Payment Date Reports have been performed in accordance with the applicable provisions of this Indenture and (iii) the procedures undertaken by such accountants to perform such calculations. In the event such firm requires the Trustee to agree to the procedures performed by such firm, the Issuer (or the Collateral Manager on its behalf) shall direct the Trustee in writing to so agree; it being understood and agreed that the Trustee will deliver such letter agreement in conclusive reliance upon the direction of the Issuer (or the Collateral Manager), and the Trustee makes no