

Account and/or any financial assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) of such other person.

5.4 The Intermediary has not entered into, and until the termination of this Agreement will not enter into, any agreement with the Debtor or the Secured Party purporting to limit or condition the obligation of the Intermediary to comply with Entitlement Orders as set forth in Section 2.3 hereof.

Section 6. Representations, Warranties and Covenants of The Intermediary. The Intermediary hereby makes the following representations, warranties and covenants:

6.1 **Enforceable Agreement.** This Agreement is the valid and legally binding obligation of the Intermediary and the Intermediary shall not change the name or account number of the Securities Account without the prior written consent of the Secured Party;

6.2 **Adverse Claims.** Except for the claims and interest of the Secured Party, the Intermediary and the Debtor in the Securities Account, the Intermediary does not know of any claim to, or interest in, the Securities Account or in any financial asset credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Securities Account or in any financial asset credited thereto, the Intermediary will promptly notify the Secured Party and Debtor thereof.

Section 7. Indemnification of Securities Intermediary. Debtor and Secured Party hereby agree that (a) the Intermediary is released from any and all liabilities to the Debtor and the Secured Party arising from the terms of this Agreement and the compliance of the Intermediary with the terms hereof, except to the extent that such liabilities arise from the Intermediary's gross negligence or willful misconduct (provided that Intermediary shall in no event be liable for any incidental, consequential or punitive damages), and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Intermediary and its affiliates and agents from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Intermediary with the terms hereof, except to the extent that such arises from the gross negligence and willful misconduct of the Intermediary, its affiliates or its agents, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same (including any fees or charges with respect to the Securities Account), until the termination of this Agreement.

Section 8. Assignments Prohibited. Each party hereto agrees that it shall not assign its rights hereunder and any purported or attempted assignment of rights hereunder shall be null and void and of no effect except the Secured Party may assign its interests hereunder to any affiliate of Secured Party. If Secured Party assigns its interests to an affiliate, it must give Debtor and Intermediary ten business day's advance notice in writing.

Section 9. Successors. Subject to the provisions of Section 8 with respect to voluntary assignment of its rights, the terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and