

(i) If any Moody's rating of the Hedge Counterparty (or its guarantor under the Hedge Agreement) is downgraded to

(A) the first downgrade level or lower (but above the second downgrade level), such Hedge Counterparty must provide, at its own cost, Hedge Counterparty Credit Support or assign the Hedge Agreement to a Hedge Counterparty within the shorter applicable time period specified on the table below; and

(B) the second downgrade level or lower, or if the rating of the Hedge Counterparty (or its guarantor under the Hedge Agreement) is withdrawn, such Hedge Counterparty must, at its own cost, assign the Hedge Agreement to a Hedge Counterparty within the shorter applicable time period specified on the table below, and, in the interim, provide Hedge Counterparty Credit Support.

<u>Downgrade Level</u>	<u>Short-term/long-term</u>	<u>Moody's Long-term (no short-term)</u>	<u>Timeframe</u>
First	"P-2"/"A3"	"A-2"	30 days
Second	"P-3"/"Baa1"	"Baa1"	30 days

(ii) If any S&P rating of the Hedge Counterparty (or its guarantor under the Hedge Agreement) no longer meets the S&P ratings specified in the definition of Hedge Counterparty Ratings, such Hedge Counterparty must, at its own cost, assign the Hedge Agreement to a Hedge Counterparty within 60 days, and if such assignment has not been accomplished within 10 Business Days, provide Hedge Counterparty Credit Support pending such assignment.

(e) The Issuer will give prompt notice to each Rating Agency of any such termination of a Hedge Agreement for failure to take the action required under clause (i) or (ii) above. Any Collateral received from a Hedge Counterparty under a Hedge Agreement shall be deposited in the Hedge Counterparty Collateral Account.

(f) Each Hedge Agreement under which the Issuer has a future payment obligation will include appropriate and customary non-petition and limited recourse provisions.

Section 16.2. Hedge Counterparty Liens.

The amount payable to any Hedge Counterparties shall be limited to the amounts payable under the Priority of Payments and the claims of each Hedge Counterparty (if there are more than one) shall rank equally.

Section 16.3. Other Hedge Agreements; Assignment; Amendments to Hedge Agreements.

(a) In addition to the Issuer's rights under Section 16.1(c), the Issuer may, from time to time, enter into one or more Hedge Agreements in addition to or in lieu of any existing Hedge Agreement with Rating Agency Confirmation.

(b) The Issuer may assign or transfer all or a portion of any Hedge Agreement (i) with the consent of the Hedge Counterparty, and Rating Agency Confirmation or (ii) to the