

(e) **Partial Early Termination.** For the purposes of this Part 5(e), capitalized terms used in this Part 5(e) and not otherwise defined in this Agreement shall have the meanings given thereto in the Credit Agreement:

- (i) If on any date of determination the aggregate Notional Amount (as then in effect as set out in confirmations) of Party B's Transactions under Permitted Swap Agreements with Acceptable Banks ("Swap Banks") exceeds or will exceed at any time the aggregate principal amount of the Loans then outstanding as a result of the repayment or prepayment of any obligation under the Credit Agreement then in any such case some or all of such Transactions shall be terminated, in whole or in part, in accordance with this Part 5(e) (each such termination, a "*Partial Early Termination*") so that after giving effect to any Partial Early Termination(s), such excess is eliminated.
- (ii) Party B shall, with respect to any date on which a prepayment (whether mandatory or optional) or repayment of any obligation under a Permitted Swap Agreement to be made, (1) furnish to Party A and each other Swap Bank two (2) days' prior written notice ("*Partial Termination Notice*") of any payment of the obligations under the Credit Agreement that will result in the aggregate Notional Amount of Party B's Transactions with Swap Banks exceeding the aggregate principal amount of obligations under the Credit Agreement then outstanding (any such excess, an "*Overhedged Loan*" and such event, a "*Partial Termination Event*") which notice shall designate the Transaction or Transactions and the relevant portions thereof that are to be the subject of the Partial Early Termination (each such Transaction being a "*Partially Terminated Transaction*") and (2) within five (5) Business Days of delivering the notice referred to in clause (1) of this Part 5(e)(ii), but in no case before the making of such prepayment or repayment terminate the identified portion of each Partially Terminated Transaction in accordance with the provisions of clause (iv) below. Party A hereby agrees that in the event of the occurrence of an Overhedged Loan, Party A will permit Party B to terminate Transactions, in whole or in part, in accordance with Part 5(e)(iii) below.

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- (iii) In the event of a Partial Early Termination, each Partially Terminated Transaction shall be terminated according to an allocation among Transactions with any or all Swap Banks as determined by Party B.
 - (iv) Each Partially Terminated Transaction shall be deemed and treated for all purposes to have been divided into two separate Transactions, as if the parties thereto, instead of having entered into such single Partially Terminated Transaction, had instead entered into two separate Transactions. The terms of such two deemed Transactions shall be identical to those of such Partially Terminated Transaction, except for the Notional Amounts thereof, and such two deemed Transactions shall have Notional Amounts, which, when taken together, shall equal the Notional Amount of such Partially Terminated Transaction, and one of which deemed Transactions (the "*Terminated Portion*") shall have a Notional Amount corresponding to all or a portion of the Overhedged Loan. Party B shall cause the Overhedged Loan to be eliminated through terminations in respect of the Permitted Hedge Agreements to which it is a party. Each Terminated Portion shall be deemed to have terminated on and as of the date specified in the Partial Termination Notice (the "*Partial Early Termination Date*"), with the same effect as though a Termination Event had occurred hereunder with the Affected Party being Party B for purposes of determining payments upon early termination, with the Early Termination Date being the Partial Early Termination Date, and with the Terminated Portion being treated for this purpose only as the only Transaction outstanding and the only Affected Transaction. The obligations of each party to make payments to the other party pursuant to this Agreement with respect to the Terminated Portion that would, but for such Partial Early Termination Date, occur after such Partial Early Termination Date, shall terminate. Partial Early Termination shall not, however, constitute a Termination Event under this Agreement with respect to the non-Terminated Portions of Partially Terminated Transactions, and the occurrence of a Partial Early Termination shall have no effect on the non-Terminated Portions of Partially Terminated Transactions or on Transactions other than Partially Terminated Transactions, all of which shall continue in full force and effect without regard to any such Partial Early Termination.
 - (v) The notice of Partial Early Termination shall specify the amount of reductions in and adjustments of the Notional Amounts of all Transactions hereunder. If Party A disputes any required reductions or adjustments in the Notional Amounts of Transactions hereunder with respect to a partial termination under Part 5(e)(i) hereof, then Party A, Party B and the other Swap Banks shall endeavor mutually to agree upon such required reductions and adjustments, and in the event the parties do not reach such agreement, the required reductions and adjustments calculated and agreed to by the Party B shall, absent manifest error, control so long as no breach of the Credit Agreement shall occur as a result of giving effect to such reductions or adjustments. In the event that Party B fails to deliver a Partial Termination Notice with respect to a termination under paragraph (i) above, then Party A may deliver such Partial Termination Notice to Party B.
 - (vi) Notwithstanding any provision of this Part 5(e) seemingly to the contrary, no Partial Early Termination shall occur or be deemed to have occurred arising out of or relating to the aggregate draws under the Credit Agreement at any time being less than the aggregate Nominal Amount shown in all outstanding confirmations or Permitted Swap Agreements at such time.