

Subj: **FW: [retaillelectric-suis] Request for Comments on SUIS Creditworthiness Draft #5**  
Date: 2/14/03 10:22:01 AM Central Standard Time  
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File: **SUIS010803Results.zip** (160526 bytes) DL Time (45333 bps): < 1 minute  
*Sent from the Internet ([Details](#))*

Bill,

Here is a suggestion for the definition of Material Change (Section 1.2.4.3):

Material Adverse Change is defined as Creditor having reasonable grounds for insecurity regarding the performance of any obligation by the applicant. Creditor may demand Security if a Material Adverse Change occurs. "Reasonable grounds for insecurity" shall mean a material and adverse change which impacts Creditor's ability to perform its obligations (whether or not then due) under the Contract which includes, but not limited to, a decline in the credit rating of Creditor (or if applicable, its guarantor), as determined by either Standard & Poor's Corporation (or its successor), or by Moody's Investors Service, Inc. (or its successor).

Please let me know if you have any questions

Kathy Yetman  
National Grid