EXHIBIT "D"

LEHMAN BROTHERS

[2033 Maturity]

CONFIRMATION

October 25, 2006

TRANSACTION

Jenner's Pond, Inc.
c/o Simpson Senior Services
150 Monument Road, Suite 105
Bala Cynwyd, PA 19004-1725

Global ID: 2719523

Ladies and Gentlemen:

The purpose of this letter agreement is to set forth the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Master Agreement specified below.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those Definitions and this Confirmation, this Confirmation will govern.

1. This Confirmation supplements, forms part of, and is subject to the Master Agreement dated as of October 25, 2006 (the "Agreement") between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

Party A:	LEHMAN BROTHERS SPECIAL FINANCING INC.
Party B:	JENNER'S POND, INC.
Notional Amount:	$31,685,000, which shall reduce on the dates and in the amounts set forth in Annex I hereto. The amount of such reduction in Notional Amount shall be referred to herein as a "Revised Notional Amount."
Trade Date:	October 25, 2006
Effective Date:	July 2, 2012
Termination Date:	July 1, 2033

FIXED AMOUNTS:

Fixed Rate Payer:	Party B
Fixed Rate Payer Payment Dates:	Monthly, on the first day of each month, beginning August 1, 2012 up to, and including, the Termination Date. Subject to adjustment in accordance with Following Business Day Convention.
Fixed Rate Payer Period End Dates:	Monthly, on the first day of each month, commencing August 1, 2012 up to, and including, the Termination Date. No Adjustment shall apply to Period End Dates.
Fixed Rate:	3.857%
Fixed Rate Day Count Fraction:	30/360

FLOATING AMOUNTS:

Floating Rate Payer:	Party A
Floating Rate Payer Payment Dates:	Monthly, on the first day of each month, beginning August 1, 2012 up to, and including, the Termination Date. Subject to adjustment in accordance with Following Business Day Convention.
Floating Rate Payer Period End Dates:	Monthly, on the first day of each month, commencing August 1, 2012 up to, and including, the Termination Date. No Adjustment shall apply to Period End Dates.
Floating Rate Option:	68% of USD-LIBOR-BBA
Designated Maturity:	One month
Reset Dates:	The first New York Banking Day of each calculation period.
Method of Averaging:	Inapplicable
Floating Rate Day Count Fraction:	Actual/Actual
Business Day:	New York and Londonw
Compounding:	Inapplicable

3. ***Optional Termination at Market.*** Party B may on any Business Day (the "Optional Termination Date"), terminate and cash settle this Transaction, in whole or in part, by providing prior written notice to Party A designating a day not earlier than the second (2nd) Business Day following the

day on which such notice is effective as the Optional Termination Date; provided that Party B provides evidence satisfactory to Party A that Party B has (or will have on the Optional Termination Date) sufficient available funds to pay any amounts which may be payable by it to Party A in connection with such early termination. The amount due with respect to any such termination shall be determined pursuant to Section 6 of the Master Agreement as if (a) the Optional Termination Date is the Early Termination Date, (b) Party B is the sole Affected Party (for all purposes other than the election to terminate), (c) this Transaction (or portion hereof) is the sole Affected Transaction and (d) Market Quotation and Second Method are selected for purposes of Payments on Early Termination. Notwithstanding anything herein to the contrary, the parties will be obligated to pay any accrued amounts that would otherwise be due hereunder on the Optional Termination Date.

4. *Swap Advisory Fee.* Party B acknowledges that Party A has paid $54,725 to A.G. Edwards & Sons, Inc., on behalf of Party B, as a swap advisory fee for services provided to Party B by A.G. Edwards & Sons, Inc..

5. Payment Instructions:

Payments to Party A:

JPMorgan Chase
ABA: 021000021
for the Account of Lehman Brothers Special Financing Inc.
Account No. 066 143 543

Payments to Party B:

The People's Bank of Oxford
Account # 519985
ABA # 031308784

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Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

Yours sincerely,

LEHMAN BROTHERS SPECIAL FINANCING INC.

By: _____
Name: T. Courtney Jenkins
Title: Vice President

Confirmed as of the
date first above written:

JENNER'S POND, INC.

By: _____
Name: Kim W Williams
Title: Chairperson, Board of Directors

ANNEX I
to Confirmation, dated October 25, 2006,
between Lehman Brothers Special Financing Inc.
and
Jenner's Pond, Inc.

Reduction Date	Notional Amount Reduction	Revised Notional Amount
07/01/12	$0	$31,685,000
07/01/13	$950,000	$30,735,000
07/01/14	$995,000	$29,740,000
07/01/15	$1,045,000	$28,695,000
07/01/16	$1,095,000	$27,600,000
07/01/17	$1,145,000	$26,455,000
07/01/18	$1,200,000	$25,255,000
07/01/19	$1,260,000	$23,995,000
07/01/20	$1,320,000	$22,675,000
07/01/21	$1,380,000	$21,295,000
07/01/22	$1,450,000	$19,845,000
07/01/23	$1,515,000	$18,330,000
07/01/24	$1,590,000	$16,740,000
07/01/25	$1,665,000	$15,075,000
07/01/26	$1,745,000	$13,330,000
07/01/27	$1,830,000	$11,500,000
07/01/28	$1,915,000	$9,585,000
07/01/29	$2,010,000	$7,575,000
07/01/30	$2,105,000	$5,470,000
07/01/31	$2,205,000	$3,265,000
07/01/32	$2,310,000	$955,000
07/01/33	$955,000	$0