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*FIRST AMENDMENT TO  
CONTINUING COVENANT AGREEMENT  
(SERIES 2005A-4)*

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**FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT**

This FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT (this "*Amendment*") is dated February 3, 2014 (the "*Amendment Date*"), between the Indiana Finance Authority (the "*Finance Authority*") and Wells Fargo Bank, National Association, a national banking association (the "*Bank*"). All capitalized terms herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

**WITNESSETH**

WHEREAS, the Finance Authority and the Bank have entered into that certain Continuing Covenant Agreement dated as of March 1, 2011 (as the same may at any time be amended or modified in effect, the "*Agreement*"), in connection with the purchase by the Bank of the Finance Authority's Lease Appropriation Bonds (Stadium Project), Series 2005 A-4;

WHEREAS, the Agreement may be amended by a written amendment thereto executed by the Finance Authority and the Bank; and

WHEREAS, the Finance Authority has requested the Bank to make certain amendments to the Agreement and the Bank has agreed to such amendments subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENTS.

From and after the Amendment Date, and upon the satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be permanently amended as follows:

1.01. Section 1.01 of the Agreement is hereby amended by the addition of the following defined terms in the appropriate alphabetical location therein:

*"Applicable Law"* means (i) all applicable common law and principles of equity and (ii) all applicable provisions of all (A) constitutions, statutes, rules, regulations and orders of all governmental and non-governmental bodies, (B) Governmental Approvals and (C) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators.

*"Change in Law"* means the occurrence, after the First Amendment Effective Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, any Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application

thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“*First Amendment Effective Date*” means February 3, 2014.

“*Governmental Approval*” means an authorization, consent, approval, license, or exemption of, registration or filing with, or report to any Governmental Authority.

“*Indemnified Taxes*” means Taxes other than Excluded Taxes.

“*Other Taxes*” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Related Document.

1.02. The following defined terms in Section 1.01 of the Agreement are hereby amended and restated as follows:

“*Excluded Taxes*” means, with respect to the Bank, any Credit Protection Provider or any Beneficial Owner, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Bank, any Credit Protection Provider or such Beneficial Owner is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Finance Authority is located.

“*Governmental Authority*” means the government of the United States or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

1.03. Section 3.02 of the Agreement is hereby amended and restated in its entirety as follows:

*Section 3.02. Increased Payments.*

(a) (i) *Increased Costs Generally.* If any Change in Law shall:

(I) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Bank, any Credit Protection Provider or any Beneficial Owner;

(II) subject the Bank, any Credit Protection Provider or any Beneficial Owner to any Tax of any kind whatsoever with respect to this Agreement or the Bond, or change the basis of taxation of payments to the Bank or such Beneficial Owner in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.02(b) hereof and the imposition of, or any change in the rate of any Excluded Tax payable by the Bank or such Beneficial Owner); or

(III) impose on the Bank, any Credit Protection Provider or any Beneficial Owner any other condition, cost or expense affecting this Agreement or the Bonds;

and the result of any of the foregoing shall be to increase the cost to the Bank, any Credit Protection Provider or such Beneficial Owner of owning the Bonds, or to reduce the amount of any sum received or receivable by the Bank, such Credit Protection Provider or such Beneficial Owner hereunder or under the Bonds (whether of principal, interest or any other amount) then, upon written request of the Bank, any Credit Protection Provider or such Beneficial Owner as set forth in clause (iii) of this Section, the Finance Authority shall promptly pay to the Bank, such Credit Protection Provider or such Beneficial Owner, as the case may be, such additional amount

or amounts as will compensate the Bank or such Beneficial Owner, as the case may be, for such additional costs incurred or reduction suffered.

(ii) *Capital Requirements.* If the Bank, any Credit Protection Provider or any Beneficial Owner determines that any Change in Law affecting the Bank, such Credit Protection Provider or such Beneficial Owner or the Bank's, such Credit Protection Provider's or such Beneficial Owner's parent or holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return on the Bank's, such Credit Protection Provider's or such Beneficial Owner's or the Bank's, such Credit Protection Provider's or such Beneficial Owner's parent or holding company holding, if any, as a consequence of this Agreement, or ownership of the Bonds, to a level below that which the Bank, such Credit Protection Provider or such Beneficial Owner or the Bank's, such Credit Protection Provider's or such Beneficial Owner's parent or holding company could have achieved but for such Change in Law (taking into consideration the Bank's, such Credit Protection Provider's or such Beneficial Owner's policies and the policies of the Bank's, such Credit Protection Provider's or such Beneficial Owner's parent or holding company with respect to capital adequacy), then from time to time upon written request of the Bank, such Credit Protection Provider or such Beneficial Owner as set forth in clause (iii) of this Section, the Finance Authority shall promptly pay to the Bank, such Credit Protection Provider or such Beneficial Owner, as the case may be, such additional amount or amounts as will compensate the Bank, such Credit Protection Provider or such Beneficial Owner or the Bank's, such Credit Protection Provider's or such Beneficial Owner's parent or holding company for any such reduction suffered.

(iii) *Certificates for Reimbursement.* A certificate of the Bank, any Credit Protection Provider or any Beneficial Owner setting forth the amount or amounts necessary to compensate the Bank, any such Credit Protection Provider or any such Beneficial Owner or the Bank's, any such Credit Protection Provider's or any such Beneficial Owner's parent or holding company, as the case may be, as specified in paragraph (i) or (ii) of this Section and delivered to the Finance Authority, shall be conclusive absent manifest error. The Finance Authority shall pay the Bank, such Credit Protection Provider or any such Beneficial Owner, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(iv) *Delay in Requests.* Failure or delay on the part of the Bank, any such Credit Protection Provider or any such Beneficial Owner to demand compensation pursuant to this Section shall not constitute a waiver of the Bank's, any such Credit Protection Provider's or any such Beneficial Owner's right to demand such compensation; *provided* that the Finance Authority shall not be required to compensate the Bank, any such Credit Protection Provider or any such Beneficial Owner pursuant to this Section for any increased costs incurred or reductions suffered more than one hundred eighty (180) days prior to the date that the Bank, any such Credit Protection Provider or any such Beneficial Owner notifies the Finance Authority of the Change in Law giving rise to such increased costs or reductions and of the intention of the Bank, any such Credit Protection Provider or any such Beneficial Owner to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the one hundred eighty (180) day period referred to above shall be extended to include the period of retroactive effect thereof).

(b) (i) *Payments Free of Taxes.* Any and all payments by or on account of any obligation of the Finance Authority hereunder or under the Bonds shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; provided that if the Finance Authority shall be required by Applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Bank, such Credit Protection Provider or such Beneficial Owner receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Finance Authority shall make such deductions and (iii) the Finance Authority shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(ii) *Payment of Other Taxes by the Finance Authority.* Without limiting the provisions of paragraph (a) above, the Finance Authority shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(iii) *Indemnification by the Finance Authority.* The Finance Authority, to the extent permitted by State law, shall indemnify the Bank, each Credit Protection Provider and each other Beneficial Owner, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Bank, such Credit Protection Provider or such Beneficial Owner and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; *provided* that the Finance Authority shall not be obligated to reimburse the Bank, any Credit Protection Provider or any Beneficial Owner for any penalties, interest or expenses relating to Indemnified Taxes and Other Taxes arising from such indemnified party's own gross negligence or willful misconduct. A certificate stating in reasonable detail the amount of such payment or liability delivered to the Finance Authority by the Bank, such Credit Protection Provider or such Beneficial Owner shall be conclusive absent manifest error. In addition, the Finance Authority, to the extent permitted by State law, shall indemnify the Bank, the Credit Protection Providers and the other Beneficial Owners, within thirty (30) days after demand therefor, for any incremental Taxes that may become payable by the Bank, any Credit Protection Provider or any Beneficial Owner as a result of any failure of the Finance Authority to pay any Taxes when due to the appropriate Governmental Authority or to deliver to the Bank, the Credit Protection Providers and the other Beneficial Owners, pursuant to clause (iv), documentation evidencing the payment of Taxes.

(iv) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Finance Authority to a Governmental Authority, the Finance Authority shall deliver to the Bank, such Credit Protection Provider or such other Beneficial Owner, as applicable, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Bank or such Beneficial Owner, as applicable.

(v) *Treatment of Certain Refunds.* If the Bank, any Credit Protection Provider or any other Beneficial Owner determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid by the Finance Authority pursuant to this Section), it shall pay to the applicable indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Bank, such Credit Protection Provider or such Beneficial Owner, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the applicable indemnifying party, upon the request of the Bank, such Credit Protection Provider or such Beneficial Owner, as applicable, agrees to repay the amount paid over pursuant to this Section (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Bank, such Credit Protection Provider or such Beneficial Owner, as applicable, in the event the Bank, such Credit Protection Provider or such Beneficial Owner, as applicable, is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (v), in no event will the Bank, such Credit Protection Provider or such Beneficial Owner, as applicable, be required to pay any amount to an indemnifying party pursuant to this paragraph (v) the payment of which would place the Bank, such Credit Protection Provider or such Beneficial Owner, as applicable, in a less favorable net after-Tax position than the Bank, such Credit Protection Provider or such Beneficial Owner, as applicable, would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Bank, such Credit Protection Provider or such Beneficial Owner, as applicable, to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Finance Authority or any other Person.

(c) *Determination of Taxability.* (i) In the event a Determination of Taxability occurs, to the extent not payable to each Beneficial Owner (or to the Bank for the period that it was the Beneficial Owner of any of the Bonds) under the terms of the Indenture and the Bonds, the Finance Authority hereby agrees to pay to each Beneficial Owner (or, if applicable, the Bank) on demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to such Beneficial Owner (or, if applicable, the Bank) on the Bonds during the period for which interest on the Bonds is included in the gross income of such Beneficial Owner (or, if applicable, the Bank) if the Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to the Beneficial Owner (or, if applicable, the Bank) during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by such Beneficial Owner (or, if applicable, the Bank) as a result of interest on the Bonds becoming included in the gross income of such Beneficial Owner (or, if applicable, the Bank), together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by such Beneficial Owner (or, if applicable, the Bank) in connection therewith.

(ii) Subject to the provisions of clauses (iii) and (iv) below, such Beneficial Owner (or, if applicable, the Bank) shall afford the Finance Authority the opportunity, at the Finance Authority's sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on the Bonds to be included in the gross

income of such Beneficial Owner (or, if applicable, the Bank) or (2) any challenge to the validity of the tax exemption with respect to the interest on the Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

(iii) As a condition precedent to the exercise by the Finance Authority of its right to contest set forth in clause (ii) above, the Finance Authority shall, on demand, immediately reimburse such Beneficial Owner for any and all expenses (including attorneys' fees for services that may be required or desirable, as determined by such Beneficial Owner (or, if applicable, the Bank) in its sole discretion) that may be incurred by the Bank in connection with any such contest, and shall, on demand, immediately reimburse the Bank for any and all penalties or other charges payable by such Beneficial Owner (or, if applicable, the Bank) for failure to include such interest in its gross income; and

(iv) The obligations of the Finance Authority under this Section 3.02(c) shall survive the termination of this Agreement, the termination of any of the other Related Documents, and the redemption or other payment in full of the Bonds.

(d) *Default Rate.* Upon the occurrence of an Event of Default, the Obligations shall bear interest at the Default Rate, which shall be payable by the Finance Authority to each Beneficial Owner (or, if applicable, the Bank) upon demand therefor.

(e) *Maximum Interest Rate.* (i) If the amount of interest payable for any period in accordance with the terms hereof or the Bonds exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Interest Rate, then interest for such period shall be payable in an amount calculated at the Maximum Interest Rate.

(ii) Any interest that would have been due and payable for any period but for the operation of the immediately preceding subclause (i) shall accrue and be payable as provided in this subclause (ii) and shall, less interest actually paid to each Beneficial Owner for such period, constitute the "Excess Interest Amount." If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Interest Rate until payment to each Beneficial Owner of the entire Excess Interest Amount.

(iii) Notwithstanding the foregoing, on the date on which no principal amount with respect to the Bonds remains unpaid, the Finance Authority shall pay to each Beneficial Owner a fee equal to any accrued and unpaid Excess Interest Amount.

(f) *Survival.* The obligations of the Finance Authority under this Section 3.02 shall survive the termination of this Agreement and the redemption or other payment in full of the Bonds.



1.04. Section 6.01(h) of the Agreement is hereby amended and restated in its entirety as follows:

(h) as soon as practicable but in any event within ten (10) Business Days after the adoption of any amendment, supplement or other modification to the Indenture or the Finance Authority's Investment Policy, which, with respect to the Investment Policy, is material, a copy thereof.

1.05. Section 6.01 of the Agreement is hereby amended by adding the following clause at the end thereof.

Notwithstanding the foregoing, delivery of the information described in clauses (a), (e) or (f) above, by the times required in such clauses, shall be deemed made when the Finance Authority has posted such information electronically to a website available to the public.

1.06. Sections 7.01(d), (e) and (j) of the Agreement are hereby amended and restated in their entirety as follows:

(d) the Finance Authority shall default in the due performance or observance of any of the covenants set forth in Section 6.01(d), but only with respect to the occurrence of an Event of Default, (g) or (h), 6.03, 6.04, 6.08, 6.09, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.18 or 6.19 hereof; or

(e) the Finance Authority shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the earlier of (i) the Finance Authority's knowledge of the occurrence thereof or (ii) the delivery of notice thereof from the Bank to the Finance Authority; or

(j) (i) the long-term unenhanced rating by Fitch, S&P or Moody's of the Bonds or any other indebtedness of the Finance Authority senior to or on a parity with the Bonds and secured by and payable from Pledged Revenues shall be withdrawn or suspended for credit related reasons or is reduced below "A+" (or its equivalent), "A+" (or its equivalent) or "A1" (or its equivalent) by Fitch, S&P or Moody's, respectively; or (ii) the long-term unenhanced rating by Fitch, S&P or Moody's of the Bonds or any other indebtedness of the Finance Authority senior to or on a parity with the Bonds and secured by and payable from Pledged Revenues shall be withdrawn or suspended for credit related reasons or is reduced below "BBB-" (or its equivalent) by Fitch, "BBB-" (or its equivalent) by S&P or "Baa3" (or its equivalent) by Moody's; or

1.07 Section 7.02(a) of the Agreement is hereby amended and restated in its entirety as follows:

(a) if any Event of Default specified in Section 7.01(a), 7.01(g), 7.01(h)(i), 7.01(h)(ii), 7.01(i), 7.01(j)(ii) or 7.01(l) shall occur and shall continue for seven (7) days after the occurrence thereof (or additionally, in the case of an Event of Default specified in Section 7.01(i) resulting in either a declaration to accelerate or a direction to cause the acceleration, redemption or mandatory tender of the related Debt, on the date of such declaration or direction), the Bank may:

(i) by notice to the Finance Authority, declare the outstanding amount of the Obligations (including, without limitation, the Bonds or the Unremarketed Bonds) to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue, *provided* that, if any Event of Default described in Section 7.01(g) hereof shall occur, the Obligations (including, without limitation, the Bonds or the Unremarketed Bonds) shall automatically mature and be due and payable on the date of the occurrence of such Event of Default without presentment, demand, protest, notice of intention to accelerate, notice of acceleration or other notice of any kind to the Finance Authority or any other Person, all of which are hereby expressly waived;

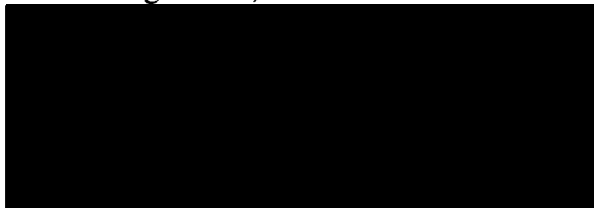
(ii) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of the Finance Authority under the Related Documents, whether for specific performance of any agreement or covenant of the Finance Authority or in aid of the execution of any power granted to Bank in the Related Documents;

(iii) deliver a notice to the Trustee and the Finance Authority that an Event of Default has occurred and is continuing and directing the Trustee to take such remedial action as is provided for in the Indenture.

1.08. The notice information for the Bank set forth in Section 9.05 of the Agreement is hereby amended and restated as follows:

The Bank:

Wells Fargo Bank, National Association



2. CONDITIONS PRECEDENT.

This Amendment shall be effective as of the Amendment Date subject to the satisfaction of or waiver by the Bank of all of the following conditions precedent:

2.01. Delivery by the Finance Authority of an executed counterpart of this Amendment.

2.02. The following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the Finance Authority contained in Article V of the Agreement and each of the Related Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

2.03. Delivery by the Finance Authority to the Bank of (i) evidence that the Finance Authority is authorized to enter into this Amendment and (ii) an incumbency certificate of the Finance Authority with respect to the officers thereof authorized to execute this Amendment.

2.04. Receipt by the Bank, of an opinion of counsel to the Finance Authority in form and substance satisfactory to the Bank and its counsel.

2.05. Payment to the Bank on the date hereof of the reasonable legal fees and expenses of counsel to the Bank.

2.06. All other legal matters pertaining to the execution and delivery of this Amendment shall be reasonably satisfactory to the Bank and its counsel.

3. REPRESENTATIONS AND WARRANTIES OF THE FINANCE AUTHORITY.

In addition to the representations given in Article V of the Agreement, the Finance Authority hereby represents and warrants as follows:

3.01. The execution, delivery and performance by the Finance Authority of this Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the Finance Authority.

3.02. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Finance Authority of this Amendment or the Agreement, as amended hereby.

3.03. This Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the Finance Authority enforceable against the Finance Authority in accordance with their respective terms, except that (i) the enforcement thereof may be limited by principles of sovereign immunity and by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the Finance Authority, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

#### 4. MISCELLANEOUS.

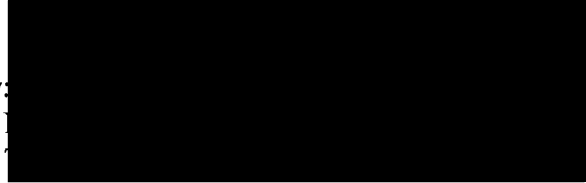
Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT AND THE AGREEMENT, AS AMENDED HEREBY, SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

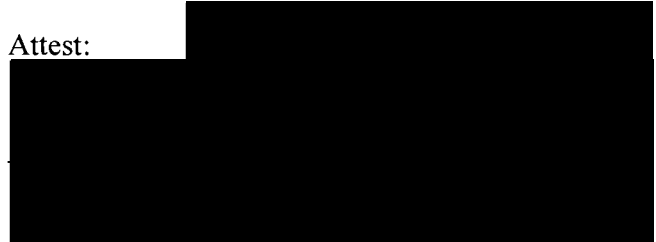
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers as of the Amendment Date.

INDIANA FINANCE AUTHORITY

By:



Attest:




WELLS FARGO BANK NATIONAL ASSOCIATION


By:



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers as of the Amendment Date.

INDIANA FINANCE AUTHORITY

By: \_\_\_\_\_  


Attest:  
  
\_\_\_\_\_  


WELLS FARGO BANK NATIONAL ASSOCIATION  
  
By \_\_\_\_\_  
