

EXHIBIT 19-E

FORM OF PERFORMANCE LETTER OF CREDIT

* If the letter of credit is to secure the performance obligations of the Design-Build Contractor or other prime Contractor rather than Developer, then:

- (1) Developer or the Collateral Agent shall be named as the beneficiary;
- (2) The letter of credit shall include provisions, in form and substance acceptable to IFA, expressly authorizing assignment and transfer of the beneficiary rights to IFA without condition or limitation and expressly permitting IFA to draw without presentation of the original letter of credit;
- (3) The letter of credit shall include provisions, in form and substance acceptable to IFA, naming IFA as automatic and exclusive transferee beneficiary upon Final Acceptance; and
- (4) The draw conditions in paragraph 2 of the form of letter of credit shall be revised to reflect a failure of the Contractor to perform its contract obligations under the Contract between Developer and such Contractor.

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: _____

PLACE FOR PRESENTATION OF DRAFT: _____

(Name and Address of Bank/Branch -- MUST be a United States Bank/Branch)

APPLICANT: [Name of Developer]

BENEFICIARY: INDIANA FINANCE AUTHORITY

Address: One North Capitol Street, Suite 900

Indianapolis, Indiana 46204

Contact Person: Silvia Perez

Phone No. 317-234-7701

LETTER OF CREDIT NUMBER: _____

PLACE AND DATE OF ISSUE: _____

AMOUNT: _____ United States Dollars (US\$ _____)

EXPIRATION DATE: _____, 20__

The Issuer hereby issues this Irrevocable Standby Letter of Credit in favor of the Indiana Finance Authority ("IFA"), for any sum or sums up to the aggregate amount of _____ United States Dollars (US\$ _____), available by draft at sight drawn on the Issuer. Any draft under this Letter of Credit shall:

1. Identify this Irrevocable Standby Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and
2. State one of the following:

"This drawing is due to the failure of I-69 Development Partners LLC (as "Developer") to perform certain obligations under the certain Public-Private Agreement, I-69 Section 5 Project, between the Indiana Finance Authority ("IFA") and Developer dated as of April 8, 2014 (the "Agreement")."

or

"This drawing is due to the failure of I-69 Development Partners LLC (as "Developer") to deliver to the Indiana Finance Authority ("IFA") a new or replacement letter of credit, on the same terms, by the deadline set forth in the certain Public-Private Agreement, I-69 Section 5 Project, between IFA and Developer dated as of April 8, 2014."

or

"This drawing is due to the fact that the Issuer does not meet the requirements set forth in the certain Public-Private Agreement, I-69 Section 5 Project, between the Indiana Finance Authority ("IFA") and I-69 Development Partners LLC (as "Developer") dated as of April 8, 2014 (the "Agreement") and Developer has failed to provide a substitute letter of credit issued by a qualified institution within the deadline set forth in the Agreement."

or

[Include another withdrawal condition if established under agreement or applicable law]."

All drafts will be honored if the original sight draft is physically presented to _____ (United States Bank/Branch - Name & Address) on or before _____ (Expiration Date) or any extended expiration date.

This Letter of Credit shall be automatically extended for successive periods of one year, without amendment, from the stated expiration date and each extended expiration date unless we send IFA written notice of our intent not to extend the credit; which notice must be sent at least 30 days prior to the expiration date of the original term hereof or any extended one year term, by registered or certified mail or overnight courier, to IFA at the address for IFA stated above or any other address specified in writing from an executive officer of IFA to the Issuer at the Issuer's address stated above.

This Letter of Credit is subject to the rules of the "International Standby Practices" ISP98. For matters not addressed by ISP98, this Letter of Credit shall be governed by New York law.

Issuer:

By: _____

(Authorized Signature of Issuer)