

**Issuer: PBA of Blount County, TN**  
**Borrower: Blount County, TN**  
**Loan Agreement: Series A-5-A**

**AMENDMENT TO CONFIRMATION**

AMENDMENT TO CONFIRMATION, dated as of May 3, 2006 (the "Amendment"), to the Confirmation, dated as of October 8, 2003 (the "Confirmation"), between Ambac Financial Services, LLC (formerly known as Ambac Financial Services, L.P.) ("Party A") and The Public Building Authority of Blount County, Tennessee ("Party B") relating to transactions in which the obligations of Party B are payable from amounts paid by Blount County, Tennessee (the "Borrower") under any loan agreement between Party B and the Borrower. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Confirmation.

WITNESSETH:

WHEREAS, Party A and Party B entered into ISDA Master Agreement, dated as of January 8, 2002, and a related Schedule of even date therewith (collectively, as amended and supplemented from time to time, the "Master Agreement");

WHEREAS, Party A and Party B entered into a Transaction pursuant to the Master Agreement as evidenced in the Confirmation attached hereto as Annex A (with AFS reference Number 52034L) where the Borrower was the Approving Party, as defined in the Confirmation (the "Transaction");

WHEREAS, Party A, Party B and the Borrower desire to amend certain provisions of the Transaction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendment of the Confirmation. The following amended terms shall apply to the Transaction effective June 1, 2006 (with new AFS reference number 53053L).

Floating Rate Option: 63.20% of USD-ISDA-Swap Rate (as defined in the June 2000 Version of the Annex to the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.))

Spread: None

Designated Maturity: Five (5) years

Day Count Fraction with respect to Floating Rate Option: 30/360

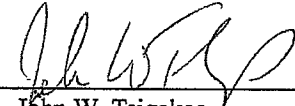
2. Continuation of the Transactions. Except as expressly set forth herein, the Confirmation is hereby ratified and confirmed and shall remain in all respects in full force and effect.

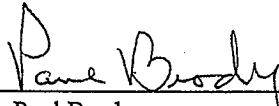
3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be considered an original and all of which, when taken together, shall constitute one and the same instrument.

4. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (without giving effect to the conflicts of laws provisions thereof).

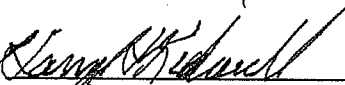
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.


**AMBAC FINANCIAL SERVICES, LLC**

By:   
Name: John W. Tsigakos  
Title: First Vice President

By:   
Name: Paul Brody  
Title: Director of Operations

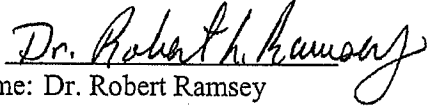
**THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE**

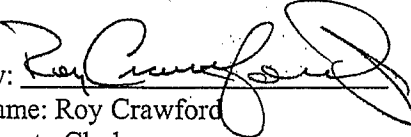
By:   
Name: Harry Kidwell  
Chairman

By:   
Name: William Judkins  
Secretary

Terms of this Amendment to the Confirmation referenced above are hereby ratified, confirmed and approved. It is hereby acknowledged that a risk of this Amendment is the basis risk described in the Confirmation and, due to such risk, payments owed by the undersigned under any loan agreement may be greater than they would have been but for such basis risk.

**BLOUNT COUNTY, TENNESSEE**

By:   
Name: Dr. Robert Ramsey  
Mayor

By:   
Name: Roy Crawford  
County Clerk