

EXECUTION VERSION

FIRST AMENDMENT TO THE AMENDED AND RESTATED INDIANA TOLL ROAD CONCESSION AND LEASE AGREEMENT

This FIRST AMENDMENT TO THE AMENDED AND RESTATED INDIANA TOLL ROAD CONCESSION AND LEASE AGREEMENT (this “Amendment”) is made and entered into, as of this 21st day of September, 2018 (the “Effective Date”), by and between the Indiana Finance Authority, a public body politic and corporate of the State of Indiana (the “IFA”) and ITR Concession Company LLC, a Delaware limited liability company (the “Concessionaire”) (collectively, the “Parties”) and, solely with respect to the payment obligations set forth in Section 7, Concession Investment Holdings, LLC, a Delaware limited liability company.

RECITALS

WHEREAS, the IFA and the Concessionaire are parties to that certain Amended and Restated Indiana Toll Road Concession and Lease Agreement, dated as of July 1, 2017 (the “Concession Agreement”); and

WHEREAS, the Parties desire to amend the Concession Agreement as set forth herein; and

WHEREAS, all capitalized terms used in this Amendment but not otherwise defined herein shall have the respective meanings given to such terms in the Concession Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and in the Concession Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound, hereby agree as follows:

SECTION 1. Amended and Restated Schedule 7.1 and Schedule 7.1(a). Schedule 7.1 to the Concession Agreement is hereby amended and restated in its entirety by Schedule 7.1 attached to this Amendment as Annex A. Schedule 7.1(a) to the Concession Agreement is hereby amended and restated in its entirety by Schedule 7.1(a) attached to this Amendment as Annex B.

SECTION 2. IFA Waiver of Appraisal Requirement. The Parties acknowledge that, pursuant to the definition of “Leasehold Mortgage Debt” in the Concession Agreement, the Concessionaire is required to provide the IFA, in connection with any new debt incurred or committed by the Concessionaire following the Effective Date, a written appraisal by an independent third party appraiser of the fair market value of the Concessionaire Interest at the time of the incurrence or commitment of such new debt (the “Appraisal Requirement”) in order for such new debt to be deemed “Leasehold Mortgage Debt” under the Concession Agreement. The IFA hereby waives the Appraisal Requirement with respect to any additional debt incurred by the Concessionaire following the Effective Date (which additional debt may be incurred in one or more issuances or tranches); *provided* that any issuance of such additional debt will not cause the total principal amount of Leasehold Mortgage Debt outstanding at the time of such incurrence to exceed Four Billion One Hundred Million Dollars (\$4,100,000,000).

SECTION 3. **Amendment to Article 7 (Tolling; Revenues).** A new Section 7.4 is hereby added to Article 7 of the Concession Agreement as follows:

“Section 7.4 Revised Tolling Regulation Compensation Event.

(a) The issuance or enactment of any order or the taking of any action by a Governmental Authority (including an order or action by the IFA) or any Change of Law that (x) prohibits or suspends the charging or collection of tolls increased on the Implementation Date pursuant to the Revised Tolling Regulation, or otherwise has the effect of precluding the charging or collection of tolls increased on the Implementation Date pursuant to the Revised Tolling Regulation, in each case, for a period of time exceeding sixty (60) days, or (y) has the effect of reducing the level of tolls increased on the Implementation Date pursuant to the Revised Tolling Regulation and Schedule 7.1 and Schedule 7.1(a) (as amended in accordance with the First Amendment), or rendering all or any of the terms and provisions in the First Amendment (or the provisions thereof relating to the amended toll levels) unenforceable, invalid or illegal, in each case, shall be deemed to constitute a Compensation Event (such Compensation Event referred to herein as the “First Amendment Compensation Event”) for which the following compensation will be payable by the IFA.

(b) The following compensation (such compensation, the “First Amendment Concession Compensation”) shall be payable by the IFA to the Concessionaire (and with respect to such portion of compensation described in clause (x) below, the Parent Entity) upon the occurrence of a First Amendment Compensation Event shall equal an amount sufficient to restore the Concessionaire (and with respect to the Transaction Payments, the Parent Entity) to the same economic position the Concessionaire (and with respect to the Transaction Payments, the Parent Entity) would have enjoyed had the First Amendment not been entered into, which compensation shall equal *the sum obtained by adding:* (x) *the difference obtained by subtracting:* (A) the tolls collected by the Concessionaire that were derived solely from the increase thereof on the Implementation Date pursuant to the Revised Tolling Regulation (or in the case of a Partial Compensation Event (as defined below), the portion of such tolls not affected by such Partial Compensation Event), together with the aggregate of the interest on such tolls collected each month at the Bank Rate from the end of each such month through the date the IFA pays the First Amendment Concession Compensation in full, *from* (B) the amount of any and all Transaction Payments that have been paid to the IFA, together with interest thereon at the Bank Rate through the date the IFA pays the First Amendment Concession Compensation in full; *provided* that in the event such First Amendment Compensation Event does not result in the complete prohibition, preclusion or suspension of the charging or collecting of tolls increased on the Implementation Date pursuant to the Revised Tolling Regulation commencing on the Implementation Date or does result in a partial, but not complete, reduction of the level of tolls increased on the Implementation Date, as set forth in Schedule 7.1 and Schedule 7.1(a) (as amended in accordance with the First Amendment) (a “Partial Compensation Event”), the

Parties shall agree to work in good faith to determine the portions of the Transaction Payments on a pro rata basis that will be included in the First Amendment Concession Compensation to be paid by the IFA, based on the present and future values of the toll levels increased on the Implementation Date and collected and to be collected by the Concessionaire pursuant to the Revised Tolling Regulation and Schedule 7.1 and Schedule 7.1(a) (as amended in accordance with the First Amendment) and the future value of such pro rata portions of the Transaction Payments made to the IFA; and (y) in the event the Concessionaire is required to refund to Heavy Vehicle users or any other Persons any of the tolls collected from Heavy Vehicle users following the effective date of the First Amendment, an amount equal to the total amount so refunded or required to be refunded.

(c) For the avoidance of doubt, the protections set forth in paragraphs (a) and (b) of this Section 7.4 relate solely to compensation with respect to the toll level adjustments on the Implementation Date pursuant to the Revised Tolling Regulation, and are not intended to replace or reduce any rights or remedies available under the Concession Agreement as a result of any order, Change of Law or action affecting the charging or collection of tolls at the levels at which they would have been had the First Amendment not been entered into or other Compensation Events that may occur from time to time during the Term. This Section 7.4 shall remain in full force and effect in all circumstances and shall not be terminated by either Party as a result of any breach (fundamental, negligent or otherwise) by the other Party of its representations, warranties or covenants hereunder and shall survive any termination or rescission of this Agreement by either Party.”

(d) The Parent Entity shall be a third-party beneficiary of this Section 7.4.

SECTION 4. **Amendment to Article 4 (Capital Improvements).** A new Section 4.3 is hereby added to Article 4 of the Concession Agreement as follows:

“Section 4.3 Required Capital Enhancement Plan. The Concessionaire shall be obligated to deliver additional construction activities and physical improvements on the Toll Road (the “Capital Enhancements”), within the first three (3) years following the effective date of the First Amendment (subject to extension for customary force majeure and other permissible delay events to be agreed by the Parties), and the total cost of the Capital Enhancements (including any costs of negotiating the design and construction contracts, any financing costs and other related costs) shall be no less than Fifty Million Dollars (\$50,000,000). The Capital Enhancements shall be deemed capital improvements performed by the Concessionaire referred to in, and for purposes of, Section 4.2. In the event of a First Amendment Compensation Event, all obligations of the Concessionaire set forth in this Section 4.3 will become null and void.”

SECTION 5. Amendments to Article 1 (Definitions and Interpretation).

(a) The following defined terms are hereby added to Article 1 of the Concession Agreement in proper alphabetical order:

“‘First Amendment’ means the First Amendment to the Amended and Restated Indiana Toll Road Concession and Lease Agreement, effective September 21, 2018, between the IFA and the Concessionaire (and solely with respect to the payment obligations set forth in Section 7, Concession Investment Holdings, LLC).’

‘First Amendment Compensation Event’ has the meaning ascribed thereto in Section 7.4 (as amended by the First Amendment).’

‘First Amendment Concession Compensation’ has the meaning ascribed thereto in Section 7.4 (as amended by the First Amendment).’

‘Heavy Vehicle’ has the meaning ascribed thereto in Section 3(a)(xiii) of Schedule 7.1 (as amended in accordance with the First Amendment).’

‘Implementation Date’ has the meaning ascribed thereto in Section 7(a) of the First Amendment.’

‘Parent Entity’ means Concession Investment Holdings, LLC or a parent entity of the Concessionaire.’

‘Partial Compensation Event’ has the meaning ascribed thereto in Section 7.4 (as amended by the First Amendment).’

‘Revised Tolling Regulation’ means 135 Indiana Administrative Code 2.5, as duly amended and enacted to permit the lawful implementation of the tolling levels and related provisions set forth in Schedule 7.1 and Schedule 7.1(a) (in each case, as amended by the First Amendment), and all regulatory and legislative enactments and approvals and other actions necessary to validly effectuate the terms and conditions of the First Amendment.’

‘Transaction Payments’ has the meaning ascribed thereto in Section 7 of the First Amendment.’”

(b) All references to Schedule 7.1 and Schedule 7.1(a) in the Concession Agreement shall mean Schedule 7.1 and Schedule 7.1(a), respectively, as amended pursuant to this Amendment.

SECTION 6. Effectiveness of Amendment. The waivers and amendments set forth in this Amendment shall be effective as of the later of (1) the Effective Date and (2) the date on which

each of the following conditions (the “Conditions”) shall have been satisfied or, if permitted by the terms of such Condition, waived:

(a) The Revised Tolling Regulation shall have been enacted and shall be in full force and effect;

(b) No First Amendment Compensation Event has occurred or is occurring or continuing (*provided, however*, with respect to any provision, action or event to which this condition applies, this condition need not be satisfied with respect to such provision, action or event if it has been waived in writing by each of the IFA and the Concessionaire);

(c) No court, regulatory authority, commission administrative agency or similar body shall have issued or granted any binding order, judgment, decision, decree, injunction, ruling, writ, assessment or other similar requirement (whether temporary, preliminary or permanent) that has the effect of making the consummation of any material provision of this Amendment illegal in any jurisdiction (*provided, however*, with respect to any provision, action or event to which the condition set forth in this Section 6(c) applies, such condition need not be satisfied with respect to such provision, action or event if it has been waived in writing by each of the IFA and the Concessionaire);

(d) The representations and warranties of the IFA set out in Section 9 of this Amendment are true and correct in all respects and the Concessionaire shall have received a certificate signed on behalf of the IFA by the Chair or the Vice-Chair of the IFA, whose signature shall be attested by the Public Finance Director of the State of Indiana and dated on the date which this condition is required to be satisfied, as to the satisfaction of this condition (*provided, however*, with respect to any provision, action or event to which the condition set forth in this Section 6(d) applies, such condition need not be satisfied with respect to such provision, action or event if it has been waived in writing by the Concessionaire); and

(e) The representations and warranties of the Concessionaire set out in Section 8 of this Amendment are true and correct in all respects and the IFA shall have received a certificate signed on behalf of the Concessionaire by the Chief Executive Officer or the Chief Financial Officer of the Concessionaire, dated the date on which this condition is required to be satisfied, as to the satisfaction of this condition (*provided, however*, with respect to any provision, action or event to which the condition set forth in this Section 6(e) applies, such condition need not be satisfied with respect to such provision, action or event if it has been waived in writing by the IFA).

SECTION 7. Transaction Payments. In consideration for the waivers and amendments set forth in this Amendment, subject to the terms and conditions hereof, Concession Investment Holdings, LLC or a parent entity of the Concessionaire (the “Parent Entity”), shall be obligated to, and shall pay to the IFA the amount of One Billion Dollars (\$1,000,000,000) in three installments of readily available funds by wire transfer to an account designated by the IFA, as follows:

(a) A payment of Four Hundred Million Dollars (\$400,000,000) (the “First Transaction Payment”) on a date (the “First Payment Date”) no earlier than the Effective Date but on or prior to the date (such date, the “Implementation Date”) on which the Concessionaire begins

to charge increased tolls pursuant to the adjustment to the maximum toll levels for Heavy Vehicle Users set forth in Section 3(a)(x) and 3(a)(xi) of the new Schedule 7.1; *provided*, the Implementation Date shall not be prior to October 4, 2018. Notwithstanding the foregoing, the Parent Entity shall have no obligation to make the First Transaction Payment or deliver the First Amendment Letter of Credit if on the First Payment Date each of the Conditions set forth in clauses (a) through (d) of Section 6 above has not been satisfied or waived in accordance with its terms; *provided*, that if the First Payment Date has not occurred by March 31, 2019, either Party shall have the right to terminate this Amendment at any time thereafter by written notice to the other Party and such termination shall render this Amendment and all rights and obligations of the Parties hereunder null and void.

(b) A payment of Three Hundred Million Dollars (\$300,000,000) (the “Second Transaction Payment”) on a date no later than October 1, 2019; *provided* that the Parent Entity shall be under no obligation to make the Second Transaction Payment if on October 1, 2019, each of the Conditions set forth in clauses (a) through (d) of Section 6 above has not been satisfied or waived in accordance with its terms.

(c) A payment of Three Hundred Million Dollars (\$300,000,000) (the “Third Transaction Payment,” and together with the First Transaction Payment and Second Transaction Payment collectively, the “Transaction Payments”) on a date no later than October 1, 2020; *provided* that the Parent Entity shall be under no obligation to make the Third Transaction Payment if on October 1, 2020, each of the Conditions set forth in clauses (a) through (d) of Section 6 above has not been satisfied or waived in accordance with its terms.

(d) (i) The Parent Entity shall deliver no later than the First Payment Date, a Letter of Credit issued by National Australia Bank Limited, or another financial institution reasonably acceptable to the IFA, as Agent (the “Agent”) on behalf of the Lenders set forth therein (the “Lenders”), with an expiry date of October 13, 2020, hereinafter called the “First Amendment Letter of Credit”) in the amount of Six Hundred Million Dollars (\$600,000,000). Substantially simultaneously with the receipt of the Second Transaction Payment, the IFA shall deliver to the Agent, or replacement agent with respect to a replacement letter of credit, a reduction certificate in accordance with the terms of the First Amendment Letter of Credit, or any replacement thereof, to reduce the available amount of the First Amendment Letter of Credit, or any replacement thereof, to Three Hundred Million Dollars (\$300,000,000). Upon the failure of the Parent Entity to pay either the Second Transaction Payment or the Third Transaction Payment on such dates as such Transaction Payments are due, in accordance with, and subject to, the terms and conditions set forth in this Amendment (*provided, however*, for the avoidance of doubt, such respective amounts shall not be due if the conditions to the Parent Entity’s obligation to make such payment set forth in Section 7(b) or Section 7(c), respectively, have not been satisfied or waived in accordance with their terms), subject to the terms and conditions of the First Amendment Letter of Credit or any replacement thereof, the IFA shall have the right, with three (3) Business Days’ prior notice to the Parent Entity, to draw against such First Amendment Letter of Credit or any replacement thereof, upon presentation (which may be by email) of a drawing certificate satisfying the requirements of, and in accordance with the terms and conditions of, the First Amendment Letter of Credit (including the confirmations required to be made by the IFA therein). To the extent the First Amendment Letter of Credit or any replacement thereof does not comply with any of the requirements of a “Letter of Credit” as defined in the Concession Agreement, the IFA hereby

waives any such non-compliance and accepts the First Amendment Letter of Credit or any replacement thereof in substantially the form delivered to the IFA on or prior to the First Payment Date; *provided*, that each of the Lenders shall at all times have a rating by Standard & Poor's of at least "A-" and by Moody's of at least "A3".

(ii) The Parent Entity shall have the right to replace the First Amendment Letter of Credit with a replacement letter of credit at any time at least 60 days prior to the expiry date of the First Amendment Letter of Credit. The Parent Entity shall replace the First Amendment Letter of Credit which no longer qualifies as the First Amendment Letter of Credit with a replacement letter of credit within 60 days after the date the First Amendment Letter of Credit is not so qualified. After the Parent Entity delivers to the IFA a replacement letter of credit, the IFA shall deliver to the Parent Entity, in accordance with the Parent Entity's reasonable instructions, the First Amendment Letter of Credit being replaced (provided that at such time no amount under a drawing certificate delivered under the First Amendment Letter of Credit is outstanding and unpaid) and a cancellation certificate satisfying the terms of such First Amendment Letter of Credit. Any replacement letter of credit shall be upon substantially similar terms and conditions as the First Amendment Letter of Credit replaced (other than terms and conditions that have been modified with the consent of the IFA), but in any event (A) the amount of each replacement letter of credit shall equal or exceed the amount of the letter of credit being replaced at the time of replacement and (B) the date of the replacement letter of credit shall be its date of issuance; *provided*, that the bank or banks issuing or participating in any such replacement letter of credit shall at all times have a rating by Standard & Poor's of at least "A-" and by Moody's of at least "A3". The Parent Entity shall replace any replacement letter of credit, which no longer qualifies as such replacement letter of credit with another replacement letter of credit within 60 days after the date the replacement letter of credit is not so qualified. The expiry date of any replacement letter of credit shall be October 13, 2020.

(iii) If the Concession Agreement or this Amendment is terminated prior to the expiration of the Term for any reason whatsoever, or a Concessionaire Default occurs, the IFA shall no later than concurrently with such termination deliver a cancellation certificate satisfying the terms of the First Amendment Letter of Credit or any replacement thereof that is not then expired, and such letter of credit shall be cancelled.

(iv) The IFA will accept the First Amendment Letter of Credit to be delivered pursuant to this Section 7(d) to be used solely as security for the Parent Entity's payment obligations under this Amendment. For the avoidance of doubt, the First Amendment Letter of Credit or any replacement thereof is not intended to provide liquidity for, and shall not constitute a remedy available to or exercisable by, the IFA in the event of, a Concessionaire Default, a termination of the Concession Agreement or any other event or circumstance other than as specifically provided in this Amendment.

(v) If the IFA desires to assign its rights and obligations in accordance with Section 17.2 of the Concession Agreement, the Parent Entity shall cooperate so that, concurrently with the effectiveness of such assignment, either a replacement letter of credit as described in clause (ii) above, or an amended or amended and restated First Amendment Letter of Credit then held by the IFA, in either case identifying as beneficiary the appropriate party after the assignment becomes effective, shall be delivered to the IFA, at no cost to the Parent Entity or the

Concessionaire; *provided*, that, the new beneficiary of the First Amendment Letter of Credit or replacement thereof shall also be the entity with valid authority over the Tolling Regulations under State law and such assignment is in compliance with applicable Law.

(vi) The Parent Entity shall obtain and furnish the First Amendment Letter of Credit and each replacement letter of credit at its sole cost and expense and shall pay all charges imposed in connection with the IFA's presentation of drawing certificates against the First Amendment Letter of Credit or any replacement letter of credit.

(vii) In lieu of the First Amendment Letter of Credit or any replacement letter of credit to be provided by the Parent Entity pursuant to the terms of this Section 7(d), the Parent Entity shall, at the Parent Entity's sole discretion, have the option to provide a surety bond or other similar form of security or to deposit with a Depository for the benefit of the IFA, as collateral security, cash or Eligible Investments in an amount equal to the amount of such First Amendment Letter of Credit or any replacement letter of credit at the time of such deposit. Such Depository shall invest and reinvest such amounts in Eligible Investments at the discretion of the IFA, provided that earnings thereon shall be paid to the Parent Entity. If, at any time during the Term, the IFA would have the right to draw any amount on a First Amendment Letter of Credit for which the Parent Entity has substituted cash or Eligible Investments pursuant to this clause, the Depository shall pay such amount to the IFA from such cash deposit or Eligible Investments in accordance with the terms of this subsection, and all rights and remedies of the IFA and the Parent Entity with respect to such cash deposits or Eligible Investments, if any, shall be the same as those provided in this subsection with respect to the First Amendment Letter of Credit; *provided, however*, that the certification that would have been provided by the IFA with a drawing certificate for a First Amendment Letter of Credit, had cash or Eligible Investments not been so substituted, shall be made to the Depository and delivered to the Depository, together with the IFA's written demand for payment.

(viii) For purposes of this Section 7, any amount drawn and paid in full under the First Amendment Letter of Credit or any replacement thereof or any surety bond or other similar security, cash or Eligible Investments provided pursuant to Section 7(d)(vii), in each case, to pay a Transaction Payment in whole or in part shall be treated as a payment of such Transaction Payment in whole or in part, and such drawn amounts shall represent the IFA's sole recourse for a failure of the Parent Entity to pay such Transaction Payment or portion thereof.

(e) The occurrence and continuance of any of the following events for more than fifteen (15) Business Days after the IFA has given the Parent Entity and the Concessionaire written notice thereof without cure reasonably acceptable to the IFA, shall constitute a Concessionaire Default under the Concession Agreement, and no further cure period shall be provided to the Concessionaire:

(i) failure of the Parent Entity to deliver the First Amendment Letter of Credit or a surety bond or other similar form of security, cash or Eligible Investments provided pursuant to Section 7(d)(vii) on or before the First Payment Date;

(ii) following the First Payment Date, a period of sixty (60) consecutive days has elapsed during which at no time the Parent Entity has had in place: (A) an effective First

Amendment Letter of Credit or replacement letter of credit, which meets the requirements set forth in this Section 7(d)(i) or Section 7(d)(ii), as applicable or (B) a surety bond or other similar form of security, cash or Eligible Investments provided pursuant to Section 7(d)(vii); and

(iii) both (A) failure of the Parent Entity to make the Second Transaction Payment or the Third Transaction Payment on such dates as such Transaction Payments are due, in accordance with, and subject to, the terms and conditions set forth in this Amendment (*provided, however, for the avoidance of doubt, that the event set forth in this clause (A) shall not be deemed to have occurred if the conditions to the Parent Entity's obligation to make such payment set forth in Section 7(b) or Section 7(c), respectively, have not been satisfied or waived in accordance with their terms*) and (B) non-payment under the First Amendment Letter of Credit or any replacement thereof upon proper presentment and certification in accordance with Section 7(d)(i) and the terms of the First Amendment Letter of Credit or any replacement thereof (or, if applicable, non-payment under a surety bond or other similar form of security, cash or Eligible Investments provided pursuant to Section 7(d)(vii)).

SECTION 8. Concessionaire Representation and Warranties.

The Concessionaire makes the following representations and warranties to the IFA as of the Effective Date and as of each date on which a Transaction Payment occurs, and acknowledges that the IFA is relying upon such representations and warranties in entering into this Amendment:

(a) *Power and Authority.* The Concessionaire has the power and authority to enter into this Amendment and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

(b) *Enforceability.* This Amendment has been duly authorized, executed and delivered by the Concessionaire and constitutes a valid and legally binding obligation of the Concessionaire, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

(c) *No Conflicts.* The execution and delivery of this Amendment by the Concessionaire, the consummation of the transactions contemplated hereby and the performance by the Concessionaire of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) (i) any applicable Law, (ii) any material agreement, instrument or document to which the Concessionaire is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Concessionaire.

(d) *Consents.* No consent is required to be obtained by the Concessionaire from, and no notice or filing is required to be given by the Concessionaire to or made by the Concessionaire with, any Person in connection with the execution and delivery by the Concessionaire of this Amendment or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices which have been given as of the date hereof.

(e) *Litigation.* There is no action, suit or proceeding, at law or in equity, or before or by any court or agency of competent jurisdiction, pending, nor to the best of the Concessionaire's knowledge, threatened against the Concessionaire, which could reasonably be expected to have (i) a Material Adverse Effect or (ii) a material and adverse effect on the validity or enforceability of this Amendment or the ability of the Concessionaire to perform its rights or obligations under this Amendment.

SECTION 9. **IFA Representation and Warranties.**

The IFA makes the following representations and warranties to the Concessionaire as of the Effective Date and as of each date on which a Transaction Payment occurs, and acknowledges that the Concessionaire is relying upon such representations and warranties in entering into this Amendment:

(a) *Power and Authority.* The IFA has the power and authority to enter into this Amendment and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof. The IFA has approved the execution and delivery of this Amendment by the IFA.

(b) *Enforceability.* This Amendment has been duly authorized, executed and delivered by the IFA and constitutes a valid and legally binding obligation of the IFA, enforceable against the IFA in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

(c) *No Conflicts.* The adoption of the Revised Tolling Regulation, the execution and delivery of this Amendment by the IFA, the consummation of the transactions contemplated hereby and the performance by the IFA of the terms, conditions and provisions hereof, in each case, has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) (i) any applicable Law or (ii) any agreement, instrument or document to which the IFA or the State is a party or by which it or the State is bound.

(d) *Consents.* No consent is required to be obtained by the IFA from, and no notice or filing is required to be given by the IFA to or made by the IFA with, any Person in connection with the execution and delivery by the IFA of this Amendment or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices which have been given as of the date hereof.

(e) *Litigation.* There is no action, suit or proceeding, at law or in equity, before or by any court or agency of competent jurisdiction, pending, nor to the best of the IFA's knowledge, threatened against the IFA or concerning the Toll Road, which could reasonably be expected to have (i) a Material Adverse Effect or (ii) a material and adverse effect on the validity or enforceability of this Amendment, the ability of the IFA to perform its rights or obligations under this Amendment or the ability of the Concessionaire to collect Toll Revenues as contemplated under this Amendment.

(f) *Enactment of Revised Tolling Regulation.* The IFA has duly adopted the Revised Tolling Regulation and such Revised Tolling Regulation is in full force and effect.

SECTION 10. **Miscellaneous.**

(a) This Amendment may be executed in multiple counterparts, each of which will be considered an original. Scanned images of original signatures shall be deemed original signatures.

(b) Time is of the essence. Each Party acknowledges and agrees that it and its consultants has conducted the necessary due diligence in anticipation of the execution and delivery of, and performance under, this Amendment, and that no further information, reports or analyses will be required to be produced by the other Party with respect to the transactions contemplated under this Amendment.

(c) Each of the Parties shall bear its own costs and expenses (including, without limitation, legal, accounting and consulting fees, costs and expenses) incurred in connection with the negotiation, due diligence, execution, delivery, administration and performance of this Amendment and the transactions contemplated hereby.

(d) This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any provision of the Concession Agreement. The Parties hereto reaffirm the agreements, rights and remedies as set forth in the Concession Agreement, and agree that the rights and remedies set forth in this Amendment are in addition to, and not in replacement or modification of, any existing rights and remedies in the Concession Agreement, except as otherwise expressly provided herein. Each Party agrees that nothing in this Amendment shall waive, limit, restrict or otherwise impair each Party's rights and remedies otherwise available to it in the Concession Agreement, and the remedies set forth in this Amendment shall not be to the exclusion of any other remedies that the Parties may be entitled to under the Concession Agreement, except as otherwise expressly provided herein.

(e) This Amendment shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Indiana (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

(f) From the Effective Date, all references in the Concession Agreement to the Concession Agreement shall be deemed to be references to the Concession Agreement as modified hereby.

(g) The IFA agrees that all written or electronic documents and/or information provided by the Concessionaire, and/or its consultants, to the IFA, and/or its consultants, in connection with the negotiation of this Amendment (whether before or after the Effective Date) is confidential, proprietary and sensitive business information and is not subject to public disclosure in accordance with Indiana Code § 5-14-3-4. Notwithstanding the foregoing, if, for whatever reason, the IFA believes that such information or documents must be disclosed to the public, it will provide the Concessionaire with a reasonable time period to redact such information or documents prior to their public disclosure. If disclosure of such redacted information cannot be avoided, the IFA will disclose only such redacted information as is legally required and will cooperate with the Concessionaire in obtaining confidential treatment for any such redacted

information that the IFA is legally required to disclose, but only at the sole expense of the Concessionaire.

(h) This Amendment and the Concession Agreement and the documents and instruments and other agreements among the Parties hereto as contemplated by or referred to in this Amendment or the Concession Agreement, including the Exhibits and Schedules hereto, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the Parties and their affiliates with respect to the subject matter hereof.

(i) In the event that any provision of this Amendment, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Amendment will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the Parties hereto. Without limiting any other provision of this Amendment, the Parties will endeavor in good faith to agree to a replacement of such void or unenforceable provision of this Amendment with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

[Signatures follow this page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of September 20, 2018.

“IFA”

INDIANA FINANCE AUTHORITY

By: Micah G. Vincent
Printed: Micah G. Vincent
Title: Chair

ATTEST:

Dan Huge
Dan Huge, Public Finance
Director of the State of Indiana

“CONCESSIONAIRE”

ITR CONCESSION COMPANY LLC

By: _____
Printed: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of _____, 2018.

“IFA”

INDIANA FINANCE AUTHORITY

By: _____

Printed: Micah G. Vincent

Title: Chair

ATTEST:

Dan Hoge, Public Finance
Director of the State of Indiana

“CONCESSIONAIRE”

ITR CONCESSION COMPANY LLC


By: Nicholas Barr

Printed: NICHOLAS BARR

Title: CEO

Solely with respect to the payment obligations set forth in Section 7:

**CONCESSION INVESTMENT HOLDINGS,
LLC**

By: 
Printed: NICHOLAS BARR
Title: CEO

EXECUTION VERSION

ANNEX A

Amended and Restated Schedule 7.1

[See attached]

EXECUTION VERSION

Schedule 7.1

Tolling Regulation

SECTION 1. Right to Establish Tolls.

(a) *Concessionaire's Right to Establish Tolls.* Subject to the provisions of this Schedule, the Concessionaire shall, at all time during the Term, have the right to establish, collect and enforce payment of tolls with respect to the operation of any vehicle or class of vehicles on the Toll Road in accordance with the provisions of this Agreement.

(b) *Vehicles Not Subject to Concessionaire's Right to Establish Tolls.* The Concessionaire shall not have the rights to establish, collect or enforce payment of tolls with respect to:

- (i) vehicles used in fire fighting;
- (ii) vehicles used in law enforcement;
- (iii) vehicles bearing diplomatic license plates;
- (iv) ambulances; or
- (v) vehicles owned or operated by the State or any department or agency thereof.

SECTION 2. Notices.

(a) *Notice of Pending Toll Changes.* If the Concessionaire desires to change any toll (including increases or decreases in any toll or different methods of charging tolls), it shall give notice of such change (a "Pending Toll Change"): (i) to the IFA no later than 90 days prior to the implementation of such change and (ii) to the public in accordance with Section 2(b) of this Schedule beginning, but not earlier than, 30 days prior to the implementation of such change.

(b) *Notice to Public.* The Concessionaire shall use commercially reasonable efforts to (i) provide notice to the public of all tolls for the use of the Toll Road and (ii) inform the public of a Pending Toll Change during the 30-day period prior to the implementation of such change. The Concessionaire shall maintain a website on the Internet that states all tolls, temporary discounts and Pending Toll Changes. The Concessionaire shall make known to the public and maintain a telephone number to enable any person to request a printed description of all tolls, temporary discounts and Pending Toll Changes. The Concessionaire may modify any of the aforesaid means of communication with the public consistent with any developments in common practice relating to means of comparable communication.

(c) *Notice of Temporary Discounts.* Notwithstanding Section 2(a) of this Schedule, if the Concessionaire desires to establish or terminate a temporary discount with respect to any toll, it shall give notice of the establishment or termination of such temporary

discount to the IFA at least one Business Day prior to the implementation of termination of such temporary discount.

(d) *Timing of Certain Calculations.* Any calculation to be made pursuant to Section 3 of this Schedule may be made at any time after the data necessary to make such calculation has been released to the public, and any change in tolls that is dependent upon such calculation shall be subject to notice being given under this Section 2 following such calculation.

SECTION 3. Tolling Level Requirements.

(a) *Maximum Toll Levels for Through Trips.* The maximum toll levels applicable to Toll Road users for use of the Toll Road in each direction for Through Trips shall be as follows:

(i) *Period from Closing Date Through June 30, 2010 for Class 2 Users.* Except as provided in Section 3(e) or 3(f) hereof, the maximum toll levels from Class 2 Users of the Toll Road for use of the Toll Road in each direction for Through Trips for the period from the Closing Date through June 30, 2010 shall be as follows:

Period	Toll (\$)	Through Trip Per Mile Rate (\$/Mile)
Closing — June 30, 2010	\$8.00	\$0.0510

(ii) *Period from Closing Date Through June 30, 2010 for Class 3 Users.* The maximum toll levels from Class 3 Users of the Toll Road for use of the Toll Road in each direction for Through Trips for the period from the Closing Date through June 30, 2010 shall be as follows:

Period	Toll (\$)	Through Trip Per Mile Rate (\$/Mile)
Closing — March 31, 2007	\$9.20	\$0.059
April 1, 2007 — March 31, 2008	\$9.90	\$0.063
April 1, 2008 — March 31, 2009	\$10.70	\$0.068
April 1, 2009 — June 30, 2010	\$11.77	\$0.075

(iii) *Period from Closing Date Through June 30, 2010 for Class 4 Users.* The maximum toll levels from Class 4 Users of the Toll Road for use of the Toll Road in each direction for Through Trips for the period from the Closing Date through June 30, 2010 shall be as follows:

Period	Toll (\$)	Through Trip Per Mile Rate (\$/Mile)
Closing — March 31, 2007	\$13.78	\$0.088
April 1, 2007 — March 31, 2008	\$17.40	\$0.111
April 1, 2008 — March 31, 2009	\$21.01	\$0.134
April 1, 2009 — June 30, 2010	\$24.63	\$0.157

(iv) *Period from Closing Date Through June 30, 2010 for Class 5 Users.* The maximum toll levels from Class 5 Users of the Toll Road for use of the Toll Road in each direction for Through Trips for the period from the Closing Date through June 30, 2010 shall be as follows:

Period	Toll (\$)	Through Trip Per Mile Rate (\$/Mile)
Closing — March 31, 2007	\$17.90	\$0.114
April 1, 2007 — March 31, 2008	\$22.60	\$0.144
April 1, 2008 — March 31, 2009	\$27.30	\$0.174
April 1, 2009 — June 30, 2010	\$32.00	\$0.204

(v) *Period from Closing Date through June 30, 2010 for Class 6 Users.* The maximum toll levels from Class 6 Users of the Toll Road for use of the Toll Road in each direction for Through Trips for the period from the Closing Date through June 30, 2010 shall be as follows:

Period	Toll (\$)	Through Trip Per Mile Rate (\$/Mile)
Closing — March 31, 2007	\$21.04	\$0.134
April 1, 2007 — March 31, 2008	\$26.56	\$0.169
April 1, 2008 — March 31, 2009	\$32.08	\$0.204
April 1, 2009 — June 30, 2010	\$37.61	\$0.240

(vi) *Period from Closing Date through June 30, 2010 for Class 7 Users.* The maximum toll levels from Class 7 Users of the Toll Road for use of the Toll Road in each direction for Through Trips for the period from the Closing Date through June 30, 2010 shall be as follows:

Period	Toll (\$)	Through Trip Per Mile Rate (\$/Mile)
Closing — March 31, 2007	\$39.06	\$0.249
April 1, 2007 — March 31, 2008	\$49.32	\$0.314
April 1, 2008 — March 31, 2009	\$59.57	\$0.379
April 1, 2009 — June 30, 2010	\$69.83	\$0.445

(vii) *Period from Closing Date through June 30, 2010 for all classes of users for non-Through Trips.* The maximum toll levels from all classes of users of the Toll Road for use of the Toll Road in each direction for non-Through Trips for the period from the Closing Date through June 30, 2010 shall be as set forth in the attached *Schedule 7.1(a)*.

(viii) *Subsequent Adjustment to Maximum Toll Levels on June 30, 2010.* On June 30, 2010, the Concessionaire shall, subject to the provisions of Section 2 of this Schedule, be permitted to increase the maximum toll levels by the Initial Applicable Percentage Toll Increase. For purposes of this Schedule, “Initial Applicable Percentage Toll Increase” means the greater of (A) 8.2% or (B) the percentage increase compounded annually of the Index or Per Capita Nominal GDP, whichever is greater, measured from each of (i) January 1, 2006 to December 31, 2006, (ii) January 1, 2007 to December 31, 2007, (iii) January 1, 2008 to December 31, 2008 and (iv) January 1, 2009 to December 31, 2009. The following example is for illustrative purposes only:

**Indiana Toll
Road Illustrative Calculation of Four Year Look Back**

Measurement Dates

From	To	2.000%	CPI	GDP/Capita
1/1/2006	12/31/2006	2.000%	1.800%	1.650%
1/1/2007	12/31/2007	2.000%	1.750%	1.850%
1/1/2008	12/31/2008	2.000%	2.250%	2.000%
1/1/2009	12/31/2009	<u>2.000%</u>	<u>2.255%</u>	<u>2.275%</u>
	Average	8.2%	8.3%	8.0%

Implemented on 6/30/2010 8.3%

(ix) *Subsequent Adjustment to Maximum Toll Levels on June 30, 2011 to and including June 30, 2018.* On each Tolling Measurement Date starting June 30, 2011 to and including June 30, 2018, the Concessionaire shall, subject to the provisions of Section 2 of this Schedule, be permitted to increase toll levels from all classes of users of the Toll Road by the Subsequent Applicable Percentage Toll Increase. For purposes of this Schedule, “Subsequent Applicable Percentage Toll Increase” means the greater of (A) two percent (2%) or (B) the percentage increase of the Index or Per Capita Nominal GDP, whichever is greater, measured from January 1 to December 31 for the calendar year immediately preceding the Tolling Measurement Date. For purposes of this Schedule “Tolling Measurement Date” shall mean June 30, 2011 and each June 30 thereafter. Any adjustment made pursuant to this clause (ix) shall be made to the toll levels calculated without giving effect to any of the rounding described in Section 3(b)(i) below that may have occurred prior to the relevant date of the adjustment. The following example is for illustrative purposes only:

**Indiana Toll
Road Illustrative Calculation of One Year Look Back**

<u>Measurement Dates</u>				
From	To	2.000%	CPI	GDP/Capita
1/2/2010	12/31/2010	2.000%	2.050%	1.950%

Implemented on 6/30/2011 2.05%

(x) *Subsequent Adjustment to Maximum Toll Levels on October 1, 2018 for Heavy Vehicle Users.* The maximum toll levels from Heavy Vehicle Users of the Toll Road for use of the Toll Road in each direction for Through Trips for the period on or after October 1, 2018 to June 30, 2019 shall be as follows:

Class	Toll (\$)	Through Trip Per Mile Rate (\$/Mile)
Class 3	\$22.04	\$0.140
Class 4	\$45.96	\$0.293
Class 5	\$60.02	\$0.382
Class 6	\$70.35	\$0.448
Class 7	\$130.80	\$0.833

(xi) *Period on or after October 1, 2018 through June 30, 2019 for all classes of users for non-Through Trips.* The maximum toll levels from all classes of users of the Toll Road for use of the Toll Road in each direction for non-Through Trips for the period from October 1, 2018 through June 30, 2019 shall be as set forth in the attached Schedule 7.1(a).

(xii) *Subsequent Adjustment to Maximum Toll Levels on June 30, 2019 and thereafter:* On each Tolling Measurement Date starting June 30, 2019 and thereafter, the Concessionaire shall, subject to the provisions of Section 2 of this Schedule, be permitted to increase toll levels from all classes of users of the Toll Road by the Subsequent Applicable Percentage Toll Increase as defined in Section 3(a)(ix) hereof. Any adjustment made pursuant to this clause (xii) shall be made to the toll levels calculated without giving effect to any of the rounding described in Section 3(b)(i) below that may have occurred prior to the relevant date of the adjustment.

(xiii) *Classifications.* For purposes of the toll payable under the toll schedule adopted by the IFA for use of the Toll Road, the following classifications shall apply:

- (1) Class 2. Any vehicle with two (2) axles, including motorcycles.
- (2) Class 3. Any vehicle or combination with three (3) axles.
- (3) Class 4. Any vehicle or combination with four (4) axles.
- (4) Class 5. Any vehicle or combination with five (5) axles.
- (5) Class 6. Any vehicle or combination with six (6) axles.
- (6) Class 7. Any vehicle or combination with seven (7) or more axles and all LCVs.

As used herein, the term “Heavy Vehicle” shall mean any vehicle other than a Class 2 vehicle.

(b) *Application of Maximum Toll Levels.* The toll levels determined in accordance with Section 3(a) above, represent maximum toll levels which the Concessionaire shall be authorized to charge. Subject to the notice provisions of Section 2 of this Schedule, the Concessionaire shall be authorized to charge toll levels which are less than the applicable maximum levels at its discretion, including providing for lower toll levels at determined times during the day, or for commuters, trucking companies or other frequent users of the Toll Road. In addition, anytime after June 30, 2010 so long as (A) the aggregate charge for a Through Trip does not exceed the applicable maximum level, (B) the charge for any non-Through Trip is not less than the maximum toll levels set forth on Schedule 7.1(a) as of June 29, 2010 and (C) any increase in the toll level charged by the Concessionaire on the Toll Road is allocated to all segments of the Toll Road such that the highest per mile increase does not exceed 3 times the lowest per mile increase, the Concessionaire at its discretion shall be permitted to set the maximum toll level for any segment of the Toll Road to any level it determines. For purposes of determining different toll levels for the various segments of the Toll Road anytime after June 30, 2010, the following shall apply:

(i) Notwithstanding the toll levels determined in accordance with Section 3(a) and (b), the actual tolls charged by the Concessionaire will be rounded to:

(1) the nearest \$0.01 if the toll is collected using an electronic tolling system; and

(2) the nearest \$0.10 in the event that such toll is not collected using an electronic tolling system.

(ii) The maximum toll for any journey will be calculated as the sum of the tolls for each segment of the Toll Road including in the journey, subject to the following:

(1) Tolls at Westpoint (MP 1) and at ramp plazas to and from the east at Calumet Avenue (MP 5) and Cline Avenue (MP 10) will be computed assuming the trips were to/from Portage (MP 24);

(2) Tolls at ramp plazas to and from the west at 1-65 Gary East (MP 17), I- 94/Lake Station (MP 21) and Willow Creek (MP 23) will be computed assuming the trips were to/from Buchanan Street (MP 13).

The table below presents the mileage that shall be used when determining maximum (or minimum) toll levels for any segment of the Toll Road, provided that if the location of any of the toll plazas is changed or a new toll plaza is added, then the segment lengths shall be adjusted to reflect such change in a manner consistent with the methodology used in preparation of the table below.

Toll Plaza	Mileage Used		
	From	To	Segment Length
Westpoint	0.0	3.0	3.0
S.R. 912	3.0	5.0	2.0
Calumet Ave.	5.0	10.0	5.0
Cline Ave.	10.0	13.0	3.0
Buchanan St.	13.0	15.0	2.0
Broadway	15.0	17.0	2.0
I-65 Gary East	17.0	21.0	4.0
Burns Harbor/I-94	21.0	23.0	2.0
Willowcreek Rd.	23.0	24.0	1.0
Portage	24.0	31.0	7.0

S.R. 49/Valparaiso	31.0	39.0	8.0
U.S. 421/Michigan City	39.0	49.0	10.0
S.R. 39/La Porte	49.0	72.0	23.0
U.S. 31 Bypass	72.0	77.0	5.0
U.S. 31-33/South Bend	77.0	83.0	6.0
Mishawaka/Fir Rd.	83.0	92.0	9.0
S.R. 19/Elkhart	92.0	96.0	4.0
Elkhart East	96.0	101.0	5.0
S.R. 15/Bristol/Goshen	101.0	107.0	6.0
S.R. 13/U.S. 31/Middlebury	107.0	121.0	14.0
S.R. 9 Howe/La Grange	121.0	144.0	23.0
I-69 Angola	144.0	157.0	13.0
Eastpoint (although located at milepost 153, for tolling purposes the toll plaza is assumed to end at milepost 157)	157.0	NA	NA

(c) *Tolls as Only Imposable Charges as of Closing Date.* As of the Closing Date, the only charges that the Concessionaire may impose on Toll Road users are the tolls authorized pursuant to Section 3 of this Schedule. For avoidance of doubt and in confirmation and furtherance of the foregoing, as of the Closing Date, the Concessionaire may not charge administration fees related to use of the Toll Road nor impose interest rates on unpaid tolls or fees related to use of the Toll Road.

(d) *Fees and Charges Related to Electronic Tolling System.* Notwithstanding Section 3(c) of this Schedule, upon implementation of an electronic tolling system pursuant to Section 7.2 of the Agreement, the Concessionaire shall have the right to:

(i) establish, collect and enforce reasonable administration fees and reasonable fees to commence or appeal any dispute proceedings;

(ii) establish reasonable interest rates to be charged on unpaid tolls and fees, and collect interest charged as such rates;

(iii) establish reasonable terms and conditions, including reasonable fees, for the registration and distribution of toll devices; and

(iv) require reasonable security for the provision of any toll devices.

All revenues to be derived from the foregoing shall be deemed to be Toll Revenues. The sole purpose of any fees or charges implemented pursuant to this Section 3(d) of this Schedule shall be to enable the Concessionaire to recover its reasonable, out-of-pocket and documented costs and expenses that are directly incurred with respect to the items listed in clauses (i), (ii), (iii) and (iv) of this Section 3(d) of this Schedule. The amount of any such fees or charges shall not exceed the amount reasonably necessary for the Concessionaire to recover its reasonable, out-of-pocket and documented costs and expenses that are directly incurred with respect to the items listed in clauses (i), (ii), (iii) and (iv) of this Section 3(d) of this Schedule. To the extent the Concessionaire implements any fees or charges pursuant to this Section 3(d) of this Schedule, the provisions of Section 2 of this Schedule shall apply to the initial implementation and any subsequent changes to any such fees or charges.

In addition, upon implementation of the electronic tolling system pursuant to Section 7.2 of the Agreement, the State shall assess fines against persons who run toll gates and the Concessionaire shall receive 50% of such fines.

(e) *Limitations on Toll Increases for Class 2 Users (including Commuter Discount Users).* The following limitations on toll increases shall apply to Class 2 Users (including Commuter Discount Users):

(i) *Period Prior to the Termination of the Toll Freeze Period.* Notwithstanding anything to the contrary set forth herein, during the Toll Freeze Period, the toll levels applicable to Class 2 Users (including Commuter Discount Users) may not be increased above the Original Toll Rate. Notwithstanding anything to the contrary set forth herein, during the Toll Rebate Period, the toll levels applicable to Eligible Electronic Transponder Users may not be increased above the Toll Road Rebate Rates.

(ii) *During the Toll Rebate Period.* Immediately upon the termination of the Toll Freeze Period, the Concessionaire shall be entitled to increase the tolls applicable to Class 2 Users (including former Commuter Discount Users) who are not Eligible Electronic Transponder Users to the Contract Toll Rate without the approval or consent of the IFA, any other governmental entity or any other Person. The right of the Concessionaire to increase the tolls in the manner contemplated in the immediately preceding sentence shall be without prejudice and shall not otherwise hinder, limit or affect any of its rights pursuant to this Schedule 7.1, including, without limitation, any right to further increase such tolls in accordance with Section 3(a) of this Schedule 7.1.

(f) *Period After the Termination of the Toll Rebate Period.* Immediately upon the termination of the Toll Rebate Period, the Concessionaire shall be entitled to increase the tolls applicable to Eligible Electronic Transponder Users to the Contract Toll Rate without the approval or consent of the IFA, any other governmental entity or any other Person. The right of the Concessionaire to increase the tolls in the manner contemplated in the immediately

preceding sentence shall be without prejudice and shall not otherwise hinder, limit or affect any of its rights.

ANNEX B

Amended and Restated Schedule 7.1(a)

[See attached]

Indiana Toll Road
 Initial Toll Increase Schedule by Barrier and Plaza
 Period from Closing Through March 31, 2007

Class 6 (Six Axle Vehicles or Combination)

Through Trip Toll Rate: \$21.00 (Differs from Section 3(a)(v) due to rounding)

	24																
	Portage Barrier	31	38	49	72	77	83	92	96	101	107	121	144	153			
		Valparasio - Chesterton	Michigan City	LaPorte	South Bend West	South Bend Notre Dame	Mishawaka	Elkhart	Elkhart East	Bristol - Goshen	Middlebury	Howe LaGrange	Angola	East Point			
31	1.25																
39	2.00	1.25															
49	3.25	2.50	1.25														
72	6.50	5.25	4.50	3.25													
77	7.25	6.00	5.25	4.00	1.25												
83	7.75	6.50	6.00	4.50	1.25	1.25											
92	9.25	7.75	7.25	6.00	2.50	2.00	1.25										
96	9.75	8.50	7.25	6.00	3.25	2.50	2.00	1.25									
101	10.50	9.25	7.75	6.50	4.00	3.25	2.50	1.25	1.25								
107	11.25	9.75	9.25	7.75	4.50	4.00	3.25	2.00	1.25	1.25							
121	13.00	11.75	11.25	9.75	6.50	6.00	5.25	4.00	3.25	2.50	2.00						
144	15.75	15.00	13.75	12.50	9.75	9.25	7.75	6.50	6.50	6.00	4.50	3.25					
153	17.75	16.50	15.75	14.50	11.25	10.50	9.75	8.50	7.75	7.25	6.50	4.50	2.00				

Class 7 (Seven or More Axle Vehicles or Combination)

Through Trip Toll Rate: \$39.00 (Differs from Section 3(a)(vi) due to rounding)

	24																
	Portage Barrier	31	38	49	72	77	83	92	96	101	107	121	144	153			
		Valparasio - Chesterton	Michigan City	LaPorte	South Bend West	South Bend Notre Dame	Mishawaka	Elkhart	Elkhart East	Bristol - Goshen	Middlebury	Howe LaGrange	Angola	East Point			
31	2.50																
39	3.75	2.50															
49	6.00	5.00	2.50														
72	12.25	9.75	8.50	6.00													
77	13.50	11.00	9.75	7.25	2.50												
83	14.75	12.25	11.00	8.50	2.50	2.50											
92	17.00	14.75	13.50	11.00	5.00	3.75	2.50										
96	18.25	16.00	13.50	11.00	6.00	5.00	3.75	2.50									
101	19.50	17.00	14.75	12.25	7.25	6.00	5.00	2.50	2.50								
107	20.75	18.25	17.00	14.75	8.50	7.25	6.00	3.75	2.50	2.50							
121	24.50	22.00	20.75	18.25	12.25	11.00	9.75	7.25	6.00	5.00	3.75						
144	29.25	28.00	25.75	23.25	18.25	17.00	14.75	12.25	12.25	11.00	8.50	6.00					
153	33.00	30.50	29.25	27.00	20.75	19.50	18.25	16.00	14.75	13.50	12.25	8.50	3.75				

Indiana Toll Road
 Initial Toll Increase Schedule by Barrier and Plaza
 Period from April 1, 2007 Through March 31, 2008

A) Barrier System

(Tolls will be charged as indicated below only upon entry and exit.)

	Direction Of Travel	Entry Or Exit	Class 2 Two Axle Vehicle and motorcycles	Class 3 Three Axle Vehicle and combinations	Class 4 Four Axle Vehicle and combinations	Class 5 Five Axle Vehicle and combinations	Class 6 Six Axle Vehicle and combinations	Class 7 Seven Axle Vehicle and combinations
Plaza 1 West Point	WB	EXIT	1.25	1.50	2.75	3.50	4.25	7.75
	EB	ENTRY	1.25	1.50	2.75	3.50	4.25	7.75
Plaza 5 Calumet Ave	WB	EXIT	1.00	1.25	2.25	2.75	3.25	6.25
	EB	ENTRY	1.00	1.25	2.25	2.75	3.25	6.25
Plaza 10 Cline Ave	WB	EXIT	0.75	1.00	1.75	2.00	2.50	4.50
	EB	ENTRY	0.75	1.00	1.75	2.00	2.50	4.50
Plaza 17 I-65/Gary East	WB	ENTRY	0.50	0.75	1.00	1.50	1.75	3.00
	EB	EXIT	0.50	0.75	1.00	1.50	1.75	3.00
Plaza 21 Lake Station/I-94	WB	ENTRY	0.50	0.75	1.00	1.50	1.75	3.00
	EB	EXIT	0.50	0.75	1.00	1.50	1.75	3.00
Plaza 23 Willow Creek Rd.	WB	ENTRY	0.50	0.75	1.00	1.50	1.75	3.00
	EB	EXIT	0.50	0.75	1.00	1.50	1.75	3.00

B) Ticket System

Class 2 (Two Axle Vehicles and Motorcycles)

Through Trip Toll Rate: \$8.00

	24																		
	Portage Barrier	31																	
		Valparasio - Chesterton	38																
31	0.50		Michigan City	49															
39	0.75	0.50		LaPorte	72														
49	1.25	1.00	0.50		South Bend West	77													
72	2.50	2.00	1.75	1.25		South Bend Notre Dame	83												
77	2.75	2.25	2.00	1.50	0.50		Mishawaka	92											
83	3.00	2.50	2.25	1.75	0.50	0.50		Elkhart	96										
92	3.50	3.00	2.75	2.25	1.00	0.75	0.50		Elkhart East	101									
96	3.75	3.25	2.75	2.25	1.25	1.00	0.75	0.50		Bristol - Goshen	107								
101	4.00	3.50	3.00	2.50	1.50	1.25	1.00	0.50	0.50		Middlebury	121							
107	4.25	3.75	3.50	3.00	1.75	1.50	1.25	0.75	0.50	0.50		Howe LaGrange	144						
121	5.00	4.50	4.25	3.75	2.50	2.25	2.00	1.50	1.25	1.00	0.75		Angola	153					
144	6.00	5.75	5.25	4.75	3.75	3.50	3.00	2.50	2.50	2.25	1.75	1.25		East Point					
153	6.75	6.25	6.00	5.50	4.25	4.00	3.75	3.25	3.00	2.75	2.50	1.75	0.75						

Indiana Toll Road
 Initial Toll Increase Schedule by Barrier and Plaza
 Period from April 1, 2007 Through March 31, 2008

Class 6 (Six Axle Vehicles or Combination)

Through Trip Toll Rate: \$26.50 (Differs from Section 3(a)(v) due to rounding)

	24																		
	Portage Barrier	31	38	49	72	77	83	92	96	101	107	121	144	153					
		Valparasio - Chesterton	Michigan City	LaPorte	South Bend West	South Bend Notre Dame	Mishawaka	Elkhart	Elkhart East	Bristol - Goshen	Middlebury	Howe LaGrange	Angola	East Point					
31	1.75																		
39	2.50	1.75																	
49	4.25	3.25	1.75																
72	8.25	6.50	5.75	4.25															
77	9.00	7.50	6.50	5.00	1.75														
83	10.00	8.25	7.50	5.75	1.75	1.75													
92	11.50	10.00	9.00	7.50	3.25	2.50	1.75												
96	12.50	10.75	9.00	7.50	4.25	3.25	2.50	1.75											
101	13.25	11.50	10.00	8.25	5.00	4.25	3.25	1.75	1.75										
107	14.00	12.50	11.50	10.00	5.75	5.00	4.25	2.50	1.75	1.75									
121	16.50	14.75	14.00	12.50	8.25	7.50	6.50	5.00	4.25	3.25	2.50								
144	19.75	19.00	17.25	15.75	12.50	11.50	10.00	8.25	8.25	7.50	5.75	4.25							
153	22.25	20.75	19.75	18.25	14.00	13.25	12.50	10.75	10.00	9.00	8.25	5.75	2.50						

Class 7 (Seven Axle Vehicles or Combination)

Through Trip Toll Rate: \$49.25 (Differs from Section 3(a)(vi) due to rounding)

	24																		
	Portage Barrier	31	38	49	72	77	83	92	96	101	107	121	144	153					
		Valparasio - Chesterton	Michigan City	LaPorte	South Bend West	South Bend Notre Dame	Mishawaka	Elkhart	Elkhart East	Bristol - Goshen	Middlebury	Howe LaGrange	Angola	East Point					
31	3.00																		
39	4.50	3.00																	
49	7.75	6.25	3.00																
72	15.50	12.25	10.75	7.75															
77	17.00	13.75	12.25	9.25	3.00														
83	18.50	16.50	13.75	10.75	3.00	3.00													
92	21.50	18.50	17.00	13.75	6.25	4.50	3.00												
96	23.00	20.00	17.00	13.75	7.75	6.25	4.50	3.00											
101	24.50	21.50	18.50	15.50	9.25	7.75	6.25	3.00	3.00										
107	28.25	23.00	21.50	18.50	10.75	9.25	7.75	4.50	3.00	3.00									
121	30.75	27.75	26.25	23.00	15.50	13.75	12.25	9.25	7.75	6.25	4.50								
144	37.00	35.25	32.25	29.25	23.00	21.50	18.50	15.50	15.50	13.75	10.75	7.75							
153	41.50	38.50	37.00	33.75	26.25	24.50	23.00	20.00	18.50	17.00	15.50	10.75	4.50						

Indiana Toll Road
 Initial Toll Increase Schedule by Barrier and Plaza
 Period from April 1, 2008 Through March 31, 2009

A) Barrier System

(Tolls will be charged as indicated below only upon entry and exit.)

	Direction Of Travel	Entry Or Exit	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
			Two Axle Vehicle and motorcycles	Three Axle Vehicle and combinations	Four Axle Vehicle and combinations	Five Axle Vehicle and combinations	Six Axle Vehicle and combinations	Seven Axle Vehicle and combinations
Plaza 1 West Point	WB	EXIT	1.25	1.75	3.25	4.25	5.00	9.25
	EB	ENTRY	1.25	1.75	3.25	4.25	5.00	9.25
Plaza 5 Calumet Ave	WB	EXIT	1.00	1.25	2.75	3.50	4.00	7.50
	EB	ENTRY	1.00	1.25	2.75	3.50	4.00	7.50
Plaza 10 Cline Ave	WB	EXIT	0.75	1.00	2.00	2.50	3.00	5.50
	EB	ENTRY	0.75	1.00	2.00	2.50	3.00	5.50
Plaza 17 I-65/Gary East	WB	ENTRY	0.50	0.75	1.25	1.75	2.00	3.75
	EB	EXIT	0.50	0.75	1.25	1.75	2.00	3.75
Plaza 21 Lake Station/I-94	WB	ENTRY	0.50	0.75	1.25	1.75	2.00	3.75
	EB	EXIT	0.50	0.75	1.25	1.75	2.00	3.75
Plaza 23 Willow Creek Rd.	WB	ENTRY	0.50	0.75	1.25	1.75	2.00	3.75
	EB	EXIT	0.50	0.75	1.25	1.75	2.00	3.75

B) Ticket System

Class 2 (Two Axle Vehicles and Motorcycles)

Through Trip Toll Rate: \$8.00

	24																		
	Portage Barrier		31																
			Valparasio - Chesterton																
31	0.50		Michigan		38														
39	0.75		City		49														
49	1.25		LaPorte		72														
72	2.50		South Bend West		77														
77	2.75		South Bend Notre Dame		83														
83	3.00		Mishawaka		92														
92	3.50		Elkhart		96														
96	3.75		Elkhart East		101														
101	4.00		Bristol - Goshen		107														
107	4.25		Middlebury		121														
121	5.00		Howe LaGrange		144														
144	6.00		Angola		153														
153	6.75		East Point																

Indiana Toll Road
Initial Toll Increase Schedule by Barrier and Plaza
Period from April 1, 2008 Through March 31, 2009

Class 6 (Six Axle Vehicles or Combination)

Through Trip Toll Rate: \$32.00 (Differs from Section 3(a)(v) due to rounding)

	24																			
	Portage Barrier	31	38	49	72	77	83	92	96	101	107	121	144	153						
		Valparasio - Chesterton	Michigan City	LaPorte	South Bend West	South Bend Notre Dame	Mishawaka	Elkhart	Elkhart East	Bristol - Goshen	Middlebury	Howe LaGrange	Angola	East Point						
31	2.00																			
39	3.00	2.00																		
49	5.00	4.00	2.00																	
72	10.00	8.00	7.00	5.00																
77	11.00	9.00	8.00	6.00	2.00															
83	12.00	10.00	9.00	7.00	2.00	2.00														
92	14.00	12.00	11.00	9.00	4.00	3.00	2.00													
96	15.00	13.00	11.00	9.00	5.00	4.00	3.00	2.00												
101	16.00	14.00	12.00	10.00	6.00	5.00	4.00	2.00	2.00											
107	17.00	15.00	14.00	12.00	7.00	6.00	5.00	3.00	2.00	2.00										
121	20.00	18.00	17.00	15.00	10.00	9.00	8.00	5.00	5.00	4.00	3.00									
144	24.00	23.00	21.00	19.00	15.00	14.00	12.00	10.00	10.00	9.00	7.00	5.00								
153	27.00	25.00	24.00	22.00	17.00	18.00	15.00	13.00	12.00	11.00	10.00	7.00	3.00							

Class 7 (Seven Axle Vehicles or Combination)

Through Trip Toll Rate: \$59.50 (Differs from Section 3(a)(vi) due to rounding)

	24																			
	Portage Barrier	31	38	49	72	77	83	92	96	101	107	121	144	153						
		Valparasio - Chesterton	Michigan City	LaPorte	South Bend West	South Bend Notre Dame	Mishawaka	Elkhart	Elkhart East	Bristol - Goshen	Middlebury	Howe LaGrange	Angola	East Point						
31	3.75																			
39	5.50	3.75																		
49	9.25	7.50	3.75																	
72	18.75	15.00	13.00	9.25																
77	20.50	18.75	15.00	11.25	3.75															
83	22.25	18.75	16.75	13.00	3.75	3.75														
92	26.00	22.25	20.50	15.75	7.50	5.50	3.75													
96	28.00	24.25	20.50	18.75	9.25	7.50	5.50	3.75												
101	29.75	26.00	22.25	18.75	11.25	9.25	7.50	3.75	3.75											
107	31.75	28.00	28.00	22.25	13.00	11.25	9.25	5.50	3.75	3.75										
121	37.25	33.50	31.75	28.00	18.75	16.75	15.00	11.25	9.25	7.50	5.50									
144	44.75	42.75	39.00	35.50	28.00	28.00	22.25	18.75	18.75	16.75	13.00	9.25								
153	50.25	46.50	44.75	41.00	31.75	29.75	28.00	24.25	22.25	20.50	18.75	13.00	5.50							

Indiana Toll Road
Initial Toll Increase Schedule by Barrier and Plaza
Period from April 1, 2009 Through March 31, 2010

A) Barrier System

(Tolls will be charged as indicated below only upon entry and exit.)

	Direction Of Travel	Entry Or Exit	Class 2		Class 3		Class 4		Class 5		Class 6		Class 7	
			Two Axle Vehicle and motorcycles	Two Axle Vehicle and motorcycles	Three Axle Vehicle and combinations	Three Axle Vehicle and combinations	Four Axle Vehicle and combinations	Four Axle Vehicle and combinations	Five Axle Vehicle and combinations	Five Axle Vehicle and combinations	Six Axle Vehicle and combinations	Six Axle Vehicle and combinations	Seven Axle Vehicle and combinations	Seven Axle Vehicle and combinations
Plaza 1 West Point	WB	EXIT	1.25	1.25	1.75	1.75	3.75	3.75	5.00	5.00	5.75	5.75	11.00	11.00
	EB	ENTRY	1.25	1.25	1.75	1.75	3.75	3.75	5.00	5.00	5.75	5.75	11.00	11.00
Plaza 5 Calumet Ave	WB	EXIT	1.00	1.00	1.50	1.50	3.00	3.00	4.00	4.00	4.75	4.75	8.75	8.75
	EB	ENTRY	1.00	1.00	1.50	1.50	3.00	3.00	4.00	4.00	4.75	4.75	8.75	8.75
Plaza 10 Cline Ave	WB	EXIT	0.75	0.75	1.00	1.00	2.25	2.25	3.00	3.00	3.50	3.50	6.50	6.50
	EB	ENTRY	0.75	0.75	1.00	1.00	2.25	2.25	3.00	3.00	3.50	3.50	6.50	6.50
Plaza 17 I-65/Gary East	WB	ENTRY	0.50	0.50	0.75	0.75	1.50	1.50	2.00	2.00	2.25	2.25	4.25	4.25
	EB	EXIT	0.50	0.50	0.75	0.75	1.50	1.50	2.00	2.00	2.25	2.25	4.25	4.25
Plaza 21 Lake Station/I-94	WB	ENTRY	0.50	0.50	0.75	0.75	1.50	1.50	2.00	2.00	2.25	2.25	4.25	4.25
	EB	EXIT	0.50	0.50	0.75	0.75	1.50	1.50	2.00	2.00	2.25	2.25	4.25	4.25
Plaza 23 Willow Creek Rd.	WB	ENTRY	0.50	0.50	0.75	0.75	1.50	1.50	2.00	2.00	2.25	2.25	4.25	4.25
	EB	EXIT	0.50	0.50	0.75	0.75	1.50	1.50	2.00	2.00	2.25	2.25	4.25	4.25

B) Ticket System

Class 2 (Two Axle Vehicles and Motorcycles)

Through Trip Toll Rate: \$8.00

	24																		
	Portage Barrier	31																	
		Valparasio - Chesterton	38																
31	0.50		Michigan City	49															
39	0.75	0.50		LaPorte	72														
49	1.25	1.00	0.50		South Bend West	77													
72	2.50	2.00	1.75	1.25		South Bend Notre Dame	83												
77	2.75	2.25	2.00	1.50	0.50		Mishawaka	92											
83	3.00	2.50	2.25	1.75	0.50	0.50		Elkhart	96										
92	3.50	3.00	2.75	2.25	1.00	0.75	0.50		Elkhart East	101									
96	3.75	3.25	2.75	2.25	1.25	1.00	0.75	0.50		Bristol - Goshen	107								
101	4.00	3.50	3.00	2.50	1.50	1.25	1.00	0.50	0.50		Middlebury	121							
107	4.25	3.75	3.50	3.00	1.75	1.50	1.25	0.75	0.50	0.50		Howe LaGrange	144						
121	5.00	4.50	4.25	3.75	2.50	2.25	2.00	1.50	1.25	1.00	0.75		Angola	153					
144	6.00	5.75	5.25	4.75	3.75	3.50	3.00	2.50	2.50	2.25	1.75	1.25		East Point					
153	6.75	6.25	6.00	5.50	4.25	4.00	3.75	3.25	3.00	2.75	2.50	1.75	0.75						

Indiana Toll Road
Initial Toll Increase Schedule by Barrier and Plaza
Period from April 1, 2009 Through March 31, 2010

Class 3 (Three Axle Vehicles or Combination)

Through Trip Toll Rate: \$11.75 (Differs from Section 3(a)(ii) due to rounding)

	24																		
	Portage Barrier	31																	
		Valparasio - Chesterton	38																
31	0.75		Michigan	49															
39	1.00	0.75	City	LaPorte	72														
49	1.75	1.50	0.75		South Bend West	77													
72	3.75	3.00	2.50	1.75		South Bend Notre Dame	83												
77	4.00	3.25	3.00	2.25	0.75		Mishawaka	92											
83	4.50	3.75	3.25	2.50	0.75	0.75		Elkhart	96										
92	5.25	4.50	4.00	3.25	1.50	1.00	0.75		Elkhart East	101									
96	5.50	4.75	4.00	3.25	1.75	1.50	1.00	0.75		Bristol - Goshen	107								
101	6.00	5.25	4.50	3.75	2.25	1.75	1.50	0.75	0.75		Middlebury	121							
107	6.25	5.50	5.25	4.50	2.50	2.25	1.75	1.00	0.75	0.75		Howe LaGrange	144						
121	7.25	6.50	6.25	5.50	3.75	3.25	3.00	2.25	1.00	1.50	1.00		Angola	153					
144	8.75	8.50	7.75	7.00	5.50	5.25	4.50	3.75	3.75	3.25	2.50	1.75		East Point					
153	10.00	9.25	8.75	8.00	6.25	6.00	5.50	4.75	4.50	4.00	3.75	2.50	1.00						

Class 4 (Four Axle Vehicles or Combination)

Through Trip Toll Rate: \$24.50 (Differs from Section 3(a)(iii) due to rounding)

	24																		
	Portage Barrier	31																	
		Valparasio - Chesterton	38																
31	1.50		Michigan	49															
39	2.25	1.50	City	LaPorte	72														
49	3.75	3.00	1.50		South Bend West	77													
72	7.75	6.25	5.50	3.75		South Bend Notre Dame	83												
77	8.50	7.00	6.25	4.75	1.50		Mishawaka	92											
83	9.25	7.75	7.00	5.50	1.50	1.50		Elkhart	96										
92	10.75	9.25	8.50	7.00	3.00	1.50	1.50		Elkhart East	101									
96	11.50	10.00	8.50	7.00	3.75	3.00	2.25	1.50		Bristol - Goshen	107								
101	12.25	10.75	9.25	7.75	4.75	3.75	3.00	1.50	1.50		Middlebury	121							
107	13.25	11.50	10.75	9.25	5.50	4.75	3.75	2.25	1.50	1.50		Howe LaGrange	144						
121	15.50	14.00	13.25	11.50	7.75	7.00	6.25	4.75	3.75	3.00	2.25		Angola	153					
144	18.50	17.75	16.25	14.75	11.50	10.75	9.25	7.75	7.75	7.00	5.50	3.75		East Point					
153	20.75	19.25	18.50	17.00	13.25	12.25	11.50	10.00	9.25	8.50	7.75	5.50	2.25						

Class 5 (Five Axle Vehicles or Combination)

Through Trip Toll Rate: \$32.00 (Differs from Section 3(a)(iv) due to rounding)

	24																		
	Portage Barrier	31																	
		Valparasio - Chesterton	38																
31	2.00		Michigan	49															
39	3.00	2.00	City	LaPorte	72														
49	5.00	4.00	2.00		South Bend West	77													
72	10.00	8.00	7.00	5.00		South Bend Notre Dame	83												
77	11.00	9.00	8.00	6.00	2.00		Mishawaka	92											
83	12.00	10.00	9.00	7.00	2.00	2.00		Elkhart	96										
92	14.00	12.00	11.00	9.00	4.00	3.00	2.00		Elkhart East	101									
96	15.00	13.00	11.00	9.00	5.00	4.00	3.00	2.00		Bristol - Goshen	107								
101	16.00	14.00	12.00	10.00	6.00	5.00	4.00	2.00	2.00		Middlebury	121							
107	17.00	15.00	14.00	12.00	7.00	6.00	5.00	3.00	2.00	2.00		Howe LaGrange	144						
121	20.00	18.00	17.00	15.00	10.00	9.00	8.00	6.00	5.00	4.00	3.00		Angola	153					
144	24.00	23.00	21.00	19.00	15.00	14.00	12.00	10.00	10.00	9.00	7.00	5.00		East Point					
153	27.00	25.00	24.00	22.00	17.00	16.00	15.00	13.00	12.00	11.00	10.00	7.00	3.00						

Indiana Toll Road
Initial Toll Increase Schedule by Barrier and Plaza
Period from April 1, 2009 Through March 31, 2010

Class 6 (Six Axle Vehicles or Combination)

Through Trip Toll Rate: \$37.50 (Differs from Section 3(a)(v) due to rounding)

	24																		
	Portage Barrier	31	38	49	72	77	83	92	96	101	107	121	144	153					
31	2.25	Valparasio - Chesterton	Michigan City	LaPorte	South Bend West	South Bend Notre Dame	Mishawaka	Elkhart	Elkhart East	Bristol - Goshen	Middlebury	Howe LaGrange	Angola	East Point					
39	3.50	2.25	8.25	5.75	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25					
49	5.75	4.75	2.25																
72	11.75	9.50	8.25	5.75															
77	13.00	10.50	9.50	7.00	2.25														
83	14.00	11.75	10.50	8.25	2.25	2.25													
92	16.50	14.00	13.00	10.50	4.75	3.50	2.25												
96	17.50	15.25	13.00	10.50	5.75	4.75	3.50	2.25											
101	18.75	16.50	14.00	11.75	7.00	5.75	4.75	2.25	2.25										
107	20.00	17.50	16.50	14.00	8.25	7.00	5.75	3.50	2.25	2.25									
121	23.50	21.00	20.00	17.50	11.75	10.50	9.50	7.00	5.75	4.75	3.50								
144	28.25	27.00	24.50	22.25	17.50	16.50	14.00	11.75	11.75	10.50	8.25	5.75							
153	31.75	29.25	28.25	25.75	20.00	18.75	17.50	15.25	14.00	13.00	11.75	5.25	3.50						

Class 7 (Seven Axle Vehicles or Combination)

Through Trip Toll Rate: \$69.75 (Differs from Section 3(a)(vi) due to rounding)

	24																		
	Portage Barrier	31	38	49	72	77	83	92	96	101	107	121	144	153					
31	4.25	Valparasio - Chesterton	Michigan City	LaPorte	South Bend West	South Bend Notre Dame	Mishawaka	Elkhart	Elkhart East	Bristol - Goshen	Middlebury	Howe LaGrange	Angola	East Point					
39	6.50	4.25	4.25																
49	11.00	8.75	4.25																
72	21.75	17.50	15.25	11.00															
77	24.00	19.50	17.50	13.00	4.25														
83	28.25	21.75	19.50	15.25	4.25	4.25													
92	30.50	28.25	24.00	19.50	8.75	6.50	4.25												
96	32.75	28.25	24.00	19.50	11.00	8.75	6.50	4.25											
101	35.00	30.50	28.25	21.75	13.00	11.00	8.75	4.25	4.25										
107	37.00	32.75	30.50	28.25	15.25	13.00	11.00	6.50	4.25	4.25									
121	43.50	39.25	37.00	32.75	21.75	19.50	17.50	13.00	11.00	8.75	6.50								
144	52.25	50.25	45.75	41.50	32.75	30.50	26.25	21.75	21.75	19.50	15.25	11.00							
153	58.75	54.50	52.25	48.00	37.00	35.00	32.75	28.25	26.25	24.00	21.75	15.25	6.50						

Indiana Toll Road
Initial Toll Increase Schedule by Barrier and Plaza
Period from October 1, 2018 (or the date of the implementation of the one-time 35% toll increase, whichever is later) Through June 30, 2019

A) Barrier System

(Tolls will be charged as indicated below only upon entry and exit.)

	Direction Of Travel	Entry Or Exit	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
			Two Axle Vehicle and motorcycles	Three Axle Vehicle and combinations	Four Axle Vehicle and combinations	Five Axle Vehicle and combinations	Six Axle Vehicle and combinations	Seven Axle Vehicle and combinations
Plaza 1 West Point	WB	EXIT	2.39	2.49	5.35	7.13	8.20	15.68
	EB	ENTRY	2.39	2.49	5.35	7.13	8.20	15.68
Plaza 5 Calumet Ave	WB	EXIT	1.91	2.55	5.11	6.80	8.08	14.87
	EB	ENTRY	1.91	2.55	5.11	6.80	8.08	14.87
Plaza 10 Cline Ave	WB	EXIT	1.44	1.70	3.83	5.10	5.96	11.04
	EB	ENTRY	1.44	1.70	3.83	5.10	5.96	11.04
Plaza 17 I-65/Gary East	WB	ENTRY	0.96	1.27	2.56	3.40	3.83	7.22
	EB	EXIT	0.96	1.27	2.56	3.40	3.83	7.22
Plaza 21 Lake Station/I-94	WB	ENTRY	0.96	1.27	2.56	3.40	3.83	7.22
	EB	EXIT	0.96	1.27	2.56	3.40	3.83	7.22
Plaza 23 Willow Creek Rd.	WB	ENTRY	0.96	1.27	2.56	3.40	3.83	7.22
	EB	EXIT	0.96	1.27	2.56	3.40	3.83	7.22

B) Ticket System

Class 2 (Two Axle Vehicles and Motorcycles)

Through Trip Toll Rate: \$11.12

	24																										
	Portage Barrier	31																									
31	0.71	Valparasio - Chesterton	38																								
39	1.05	0.69	Michigan City	49																							
49	1.74	1.38	0.69	LaPorte	72																						
72	3.37	2.67	2.32	1.63	South Bend West	77																					
77	3.72	3.02	2.66	1.97	0.69	South Bend Notre Dame	83																				
83	4.04	3.34	2.99	2.30	0.67	0.65	Mishawaka	92																			
92	4.67	3.97	3.62	2.93	1.30	0.95	0.63	Elkhart	96																		
96	4.98	4.29	3.60	2.92	1.61	1.27	0.94	0.63	Elkhart East	101																	
101	5.30	4.60	3.92	3.23	1.92	1.58	1.25	0.63	0.63	Bristol - Goshen	107																
107	5.60	4.91	4.55	3.86	2.24	1.89	1.56	0.94	0.63	0.63	Middlebury	121															
121	6.54	5.85	5.49	4.80	3.17	2.83	2.50	1.88	1.56	1.25	0.94	Howe LaGrange	144														
144	7.78	7.42	6.74	6.05	4.74	4.39	3.75	3.13	3.13	2.81	2.19	1.56	Angola	153													
153	8.73	8.04	7.68	6.99	5.36	5.02	4.69	4.06	3.75	3.44	3.13	2.19	0.94	East Point													

Indiana Toll Road

Initial Toll Increase Schedule by Barrier and Plaza

Period from October 1, 2018 (or the date of the implementation of the one-time 35% toll increase, whichever is later) Through June 30, 2019

Class 3 (Three Axle Vehicles or Combination)

Through Trip Toll Rate: \$22.04 (Differs from Section 3(a)(ii) due to rounding)

	24																	
	Portage Barrier	31																
		Valparasio - Chesterton	38															
31	1.52		Michigan City	49														
39	2.03	1.52		LaPorte	72													
49	3.56	3.05	1.52		South Bend West	77												
72	7.64	6.11	5.10	3.57		South Bend Notre Dame	83											
77	8.15	6.62	6.12	4.59	1.53		Mishawaka	92										
83	9.17	7.64	6.63	5.10	1.53	1.53		Elkhart	96									
92	10.70	9.17	8.16	6.63	3.06	2.04	1.53		Elkhart East	101								
96	11.16	9.63	8.11	6.59	3.52	3.01	1.99	1.41		Bristol - Goshen	107							
101	12.11	10.59	9.07	7.54	4.47	3.46	2.94	1.41	1.41		Middlebury	121						
107	12.55	11.03	10.51	8.99	4.92	4.40	3.39	1.88	1.41	1.41		Howe LaGrange	144					
121	14.41	12.90	12.38	10.85	7.28	6.28	5.74	4.22	3.28	2.81	1.88		Angola	153				
144	17.21	16.68	15.17	13.64	10.56	10.04	8.55	7.03	7.03	6.10	4.69	3.28		East Point				
153	19.55	18.04	17.02	15.50	11.94	11.41	10.40	8.89	8.42	7.48	7.01	4.67	1.85					

Class 4 (Four Axle Vehicles or Combination)

Through Trip Toll Rate: \$45.96 (Differs from Section 3(a)(iii) due to rounding)

	24																	
	Portage Barrier	31																
		Valparasio - Chesterton	38															
31	3.05		Michigan City	49														
39	4.58	3.05		LaPorte	72													
49	7.63	6.10	3.05		South Bend West	77												
72	15.80	12.75	11.22	7.66		South Bend Notre Dame	83											
77	17.33	14.28	12.76	9.71	3.07		Mishawaka	92										
83	18.87	15.81	14.29	11.24	3.07	3.07		Elkhart	96									
92	21.93	18.88	17.36	14.31	6.13	4.60	3.07		Elkhart East	101								
96	23.36	20.31	17.26	14.21	7.56	6.02	4.48	2.82		Bristol - Goshen	107							
101	24.76	21.71	18.66	15.61	9.46	7.43	5.88	2.82	2.82		Middlebury	121						
107	26.64	23.09	21.55	18.50	10.84	9.31	7.27	4.23	2.82	2.82		Howe LaGrange	144					
121	30.86	27.83	26.28	22.72	15.07	13.54	11.98	8.92	7.04	5.63	4.23		Angola	153				
144	36.43	34.88	31.85	28.79	22.12	20.58	17.59	14.56	14.56	13.15	10.33	7.04		East Point				
153	40.61	37.60	36.03	32.98	25.34	23.33	21.77	18.73	17.32	15.91	14.50	10.28	4.17					

Class 5 (Five Axle Vehicles or Combination)

Through Trip Toll Rate: \$60.02 (Differs from Section 3(a)(iv) due to rounding)

	24																	
	Portage Barrier	31																
		Valparasio - Chesterton	38															
31	4.07		Michigan City	49														
39	6.11	4.07		LaPorte	72													
49	10.18	8.14	4.07		South Bend West	77												
72	20.40	16.33	14.30	10.23		South Bend Notre Dame	83											
77	22.45	18.38	16.34	12.27	4.09		Mishawaka	92										
83	24.50	20.42	18.39	14.32	4.09	4.09		Elkhart	96									
92	28.59	24.51	22.48	18.41	8.18	6.14	4.09		Elkhart East	101								
96	30.49	26.42	22.35	18.28	10.09	8.04	5.98	3.76		Bristol - Goshen	107							
101	32.36	28.30	24.23	20.16	11.96	9.91	7.85	3.76	3.76		Middlebury	121						
107	34.20	30.15	28.09	24.02	13.81	11.77	9.70	5.64	3.76	3.76		Howe LaGrange	144					
121	39.85	35.80	33.74	29.66	19.46	17.42	15.34	11.28	9.40	7.52	5.64		Angola	153				
144	47.29	45.23	41.19	37.12	28.87	26.82	22.84	18.79	18.79	16.92	13.16	9.40		East Point				
153	52.89	48.87	46.78	42.71	32.53	30.49	28.42	24.37	22.49	20.61	18.73	13.09	5.56					

Indiana Toll Road

Initial Toll Increase Schedule by Barrier and Plaza

Period from October 1, 2018 (or the date of the implementation of the one-time 35% toll increase, whichever is later) Through June 30, 2019

Class 6 (Six Axle Vehicles or Combination)

Through Trip Toll Rate: \$70.35 (Differs from Section 3(a)(v) due to rounding)

	24																		
	Portage Barrier	31	38	49	72	77	83	92	96	101	107	121	144	153					
		Valparasio - Chesterton	Michigan City	LaPorte	South Bend West	South Bend Notre Dame	Mishawaka	Elkhart	Elkhart East	Bristol - Goshen	Middlebury	Howe LaGrange	Angola	East Point					
31	4.58																		
39	7.12	4.58																	
49	11.70	9.66	4.58																
72	23.96	19.38	16.84	11.75															
77	26.51	21.42	19.39	14.31	4.60														
83	28.56	23.98	21.44	16.86	4.60														
92	33.67	28.58	26.55	21.46	9.71	7.15	4.60												
96	35.55	30.97	26.40	21.31	11.59	9.54	6.97	4.23											
101	37.89	33.32	28.25	23.67	13.94	11.39	9.31	4.23											
107	40.21	35.15	33.09	28.00	16.27	13.72	11.15	6.57	4.23										
121	46.79	41.74	39.66	34.58	22.85	20.30	18.21	13.15	10.80	8.92	6.57								
144	55.63	53.06	48.02	43.44	33.66	31.59	26.63	22.07	22.07	19.72	15.50	10.80							
153	62.15	57.13	55.03	49.95	38.25	35.71	33.13	28.56	26.22	24.34	21.99	15.42	6.48						

Class 7 (Seven Axle Vehicles or Combination)

Through Trip Toll Rate: \$130.81 (Differs from Section 3(a)(vi) due to rounding)

	24																		
	Portage Barrier	31	38	49	72	77	83	92	96	101	107	121	144	153					
		Valparasio - Chesterton	Michigan City	LaPorte	South Bend West	South Bend Notre Dame	Mishawaka	Elkhart	Elkhart East	Bristol - Goshen	Middlebury	Howe LaGrange	Angola	East Point					
31	8.65																		
39	13.24	8.65																	
49	22.40	17.82	8.65																
72	44.40	35.74	31.16	22.51															
77	49.00	39.83	35.77	26.60	8.70														
83	53.61	44.43	39.86	31.21	8.70	8.70													
92	62.30	53.64	49.07	39.90	17.91	13.30	8.70												
96	66.60	57.44	48.78	39.62	22.20	17.59	12.96	7.99											
101	70.81	61.67	53.03	43.87	25.92	21.81	17.17	7.99											
107	74.47	65.84	61.23	52.57	30.10	25.51	21.36	12.22	7.99										
121	86.70	78.10	73.46	64.79	42.34	37.75	33.58	24.44	20.68	16.45	12.22								
144	103.00	98.85	89.76	81.10	63.06	58.45	49.98	40.89	40.89	36.66	28.67	20.68							
153	115.12	106.57	101.88	93.22	70.83	66.72	62.07	52.97	49.21	44.98	40.75	28.53	12.05						