

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Settlement Agreement") is dated as of July 3, 2017, (the "Execution Date") by and among I-69 Development Partners LLC, a Delaware limited liability company ("Developer"), Roadis Transportation Holding, S.L.U., a sociedad limitada incorporated and organized according to Spanish laws ("Roadis"), Isolux Corsan, LLC, a Texas limited liability company ("Design-Build Contractor"), Liberty Mutual Insurance Company, Fidelity and Deposit Company of Maryland, XL Specialty Insurance Company, The Insurance Company of the State of Pennsylvania and American Home Assurance Company (collectively the "Sureties" and together with Developer, Design-Build Contractor and Roadis, the "Developer Group"), U.S. Bank National Association, as trustee (the "Trustee") under the Indenture defined herein, at the direction of the "Consenting Bondholders" (as defined below), and in its capacity as Creditor Representative, Securities Intermediary and Collateral Agent, collectively, the "Secured Parties") and Indiana Finance Authority, a body corporate and politic, not a state agency but an instrumentality exercising essential public functions, of the State of Indiana ("IFA") (each, a "Party" and, together, the "Parties").

RECITALS

A. Developer and IFA entered into the Public-Private Agreement dated as of April 8, 2014, as amended by the First Amendment to Public-Private Agreement dated as of July 23, 2014 (including all exhibits thereto, the "Existing PPA") regarding the design, construction, operation, management and financing of the I-69 Section 5 project (the "Project").

B. Developer and Corsán-Corviam Construcción, S.A. ("Corsán-Corviam") entered into the Design-Build Contract I-69 Section 5 Project dated as of April 8, 2014 (including all exhibits and amendments thereto and certificates entered into therewith) (the "Design-Build Contract").

C. On July 1, 2014 Corsán-Corviam: (i) assigned the Design-Build Contract to a subsidiary, the Design-Build Contractor, pursuant to the terms and conditions of that certain Assignment and Assumption Agreement and Amendment Number One to Design-Build Contract dated of even date therewith (the "Assignment Agreement"); and (ii) agreed to guaranty Design-Build Contractor's obligations under the Design-Build Contract pursuant to a Guaranty dated as of July 1, 2014. Pursuant to Section 4 of the Assignment Agreement, Corsan-Corviam agreed that, notwithstanding anything therein to the contrary, it is not, and in no event shall it be, released from the obligations and liabilities of the Design-Build Contractor under the Design-Build Contract and it shall continue to remain liable to Developer and, to the extent of their rights pursuant to the terms of the Design-Build Contract, the IFA for the full payment and performance of any and all obligations and liabilities of Design-Build Contractor under the Design-Build Contract.

D. On July 23, 2014, the IFA issued its Tax-Exempt Private Activity Bonds (I-69 Project), Series 2014 (the "Bonds") pursuant to an Indenture of Trust dated as of July 1, 2014 (the "Indenture") between the IFA and the Trustee. Proceeds of the Bonds were loaned to Developer pursuant to a Senior Loan Agreement dated as of July 1, 2014 (the "Loan Agreement") between the IFA and Developer.

E. Payment of the Bonds is secured in part by a security interest granted in favor of the Collateral Agent on behalf of the Secured Parties pursuant to the Security Documents described in Exhibit 1 hereto (the "Security Documents"), which includes the Collateral Agency Agreement dated as of July 23, 2014 (the "Collateral Agency Agreement") among Developer, the Trustee, the Creditor Representative, the Collateral Agent and the Securities Intermediary defined therein.

F. Developer and IFA are presently involved in a non-binding arbitration relating to certain disputes under the Existing PPA related to Relief Requests 2a, 16a and 48 (the "Formal PPA Disputes"). Design-Build Contractor is prosecuting claims in Developer's name in the Formal PPA Disputes proceeding pursuant to pass-through terms in the Design-Build Contract.

G. Design-Build Contractor sued Developer in Marion Superior Court Cause No. 49D07-16-09-PL-033503 captioned *Isolux Corsan, LLC v. I-69 Development Partners LLC, et.al.* (the "Lawsuit"). Developer asserted certain counterclaims in the Lawsuit. In addition, Design-Build Contractor initiated the binding arbitration process via a September 28, 2016 notice of dispute under the Design-Build Contract for certain claims and issues raised in and related to the claims in the Lawsuit (the "DBC Arbitration").

H. Each of Developer, Design-Build Contractor, and certain other contractors have asserted certain Relief Events, claims, personal liability notices, and/or other claims or requests for relief against one or more of its counterparties, the IFA, Developer, Design-Build Contractor, as applicable, and/or the Project (the "Informal Claims and Disputes").

I. IFA believes that Developer has failed to perform certain required covenants and actions which could, if acted upon by IFA, be the basis for a Developer Default (as defined in the Existing PPA), upon which IFA, subject to the terms of the Existing PPA, may be authorized to terminate the Existing PPA. Developer believes that Design-Build Contractor has failed to perform certain required covenants and actions which could, if acted upon by Developer, be the basis for a Design-Build Contractor Default (as defined in the Design-Build Contract), upon which Developer would be authorized to terminate the Design-Build Contract.

J. The Sureties have issued certain payment, performance and other bonds described in Exhibit 2 hereto (the "Surety Bonds"), including certain permit bonds pertaining to permitted roadway work on the Project, as further identified in Exhibit 2 (the "Permit Surety Bonds").

K. The Secured Parties are holding the funds set forth in Exhibit 17 attached hereto, which, except for the Unspent Proceeds of the Bonds (as defined in Section 4(b) hereof) (collectively, all funds on Exhibit 17, other than the Unspent Proceeds of the Bonds, plus interest earnings on such funds to the date of Closing, the "Other Held Funds") will be paid either to the Defeasance Escrow Account (defined in Section 4 hereof) or to IFA at Closing, as IFA directs in the manner provided in Section 4 or Section 8(m)(iii) hereof.

L. Certain Owners or beneficial owners of the Bonds (the "Consenting Bondholders") holding at least 96% of the principal amount of the Bonds on the date hereof have directed the Trustee to execute and deliver the Settlement Agreement subject to the terms hereof.

M. Any actual or potential disputes, claims, breaches and defaults that could be asserted by the Consenting Bondholders or the Secured Parties related to the Bonds are referred to herein as "Bond Disputes."

N. The Parties desire to resolve, compromise and settle the Formal PPA Disputes, the Lawsuit, the DBC Arbitration, the Informal Claims and Disputes, the Bond Disputes and any other disputes that have arisen or may arise with respect to the Project or which may implicate the Bonds (collectively, the "Disputes") pursuant to the provisions hereof, including certain releases of liability more particularly set forth in Sections 10 through 15 herein and Exhibits 14 and 15 hereto.

O. The Parties have investigated the facts relevant to the Disputes and all other matters pertaining to the Disputes, and have jointly drafted this Settlement Agreement.

P. The Parties enter into this Settlement Agreement and the other Settlement Documents to avoid the expense and uncertainty of further proceedings in the Disputes and therefore admit no liability regarding any of the Disputes.

Q. The Parties desire to compromise and settle the Disputes and provide for, pursuant to the terms hereof, (1) the defeasance of the Bonds, the amendment of the Existing PPA in the manner provided in Exhibit 5 hereto, the amendment of the Indenture in the manner provided in Exhibit 3 hereto, the amicable termination of the Existing PPA, as amended, pursuant to the notice set forth in Exhibit 6 hereto, (2) the amicable termination of the contractual relationship between Developer and Design-Build Contractor under the Design-Build Contract set forth in Exhibit 8 hereto, and of other contractual relationships among these Parties related to the Project, (3) the assignment and transfer to IFA and/or INDOT of rights and interests in contracts, property and other interests related to the Project that are necessary or desirable in IFA's discretion to complete the Project, and (4) the issuance of BANs (as hereinafter defined).

R. The Parties (other than the Secured Parties) have agreed that it is in their mutual interest to enter into this Settlement Agreement and the other Settlement Documents in accordance with the terms and conditions set forth herein and the Parties acknowledge that this Settlement Agreement and the other Settlement Documents will put each of the Parties in a better economic position than if this Settlement Agreement and the other Settlement Documents was not entered into.

S. Initially capitalized words not otherwise defined in this Settlement Agreement have the meaning ascribed to them in the PPA, Collateral Agency Agreement, Indenture and Design-Build Contract, as applicable.

T. Sections 3, 6, 7, 9, and 18(b) of this Settlement Agreement (collectively, the "Effective Provisions") are effective as of 3:00 p.m. Eastern time on August 4, 2017, when this Agreement has been executed and delivered by all of the Parties (the "Commencement Date"). In all other respects, this Settlement Agreement and all agreements, contracts and other documents set forth in the Exhibits to this Settlement Agreement listed on Schedule I hereto (such agreements, contracts and documents, with this Settlement Agreement, the "Settlement Documents") have been fully executed in escrow with Ice Miller LLP (the "Document Escrow"), except for Exhibits 3, 4, 5, 6, 14, 15 and 16, and shall be released from the Document Escrow and become fully effective (except for Exhibit 4) upon satisfaction, or waiver by the Parties, of the conditions set forth in Section 8(a)-(l) of this Settlement Agreement and the completion of the requirements of Section 8(m) of this Settlement Agreement (the "Closing"). Except for the Effective Provisions, the Developer Group Escrow Agreement and the Letter of Credit (each as defined below), the Settlement Documents shall become effective only at and after Closing (except Exhibit 4, which shall become effective if and when executed by the relevant Releasing Project Entity as defined below).

AGREEMENT

Now therefore, intending to be legally bound, and in consideration of the covenants, assumptions, premises, promises, payments, releases, agreements and other good and valuable consideration herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective on Closing. The Parties have executed this Settlement Agreement, including certain Settlement Documents, as of the Execution Date. The Parties agree that all of the executed Settlement Documents and this Settlement Agreement shall not be changed, amended, revoked, withdrawn, or modified through the earlier of the Closing or the Termination Date (as herein defined), except as provided in Section 27 hereof. Consistent with the intent expressed in Recital T above, the transactions contemplated by this Settlement Agreement shall close and this Settlement Agreement and the other Settlement Documents shall become fully effective at and after Closing upon satisfaction of the conditions to closing provided in Section 8, the date of which is the "Closing Date"; provided however, that the Effective Provisions shall become effective as of the Commencement Date, Exhibit 4 for each Releasing Project Entity shall become effective if and when executed by the relevant Releasing Project Entity, and the Developer Group Escrow Agreement shall become effective as set forth therein. If the Closing is not achieved on or before September 1, 2017, as such date may be extended with the approval of IFA, Roadis, the Trustee (acting at the direction of the Consenting Bondholders) and the Sureties (the "Termination Date"), the funds in the Developer Group Escrow Account (the "Developer Group Escrow Account") created under the Developer Group Escrow Agreement and any interest thereon, if any, will be disbursed and returned in full to Roadis (\$37,500,000) and the Sureties (\$24,500,000) and this Settlement Agreement, including Settlement Documents, shall terminate and all existing rights of the Parties, including without limitation, under the PPA, Design-Build Contract, Indenture and Loan Agreement shall continue in effect.

2. Deliverables on the Commencement Date. Simultaneously with, and as a condition to, the execution of this Settlement Agreement by all Parties, the following

Settlement Documents have been executed and delivered to the Document Escrow Agent, and/or as applicable, the following covenants have been made by the referenced Party, all of which will be effective only at and after Closing:

a. IFA and Developer have executed and delivered the Second Amendment to the PPA attached as Exhibit 5 hereto (the "PPA Amendment") and together with the Existing PPA, the "PPA"), which PPA Amendment is to be effective only at and after Closing after the Trustee shall have consented.

b. IFA has executed and delivered the Supplemental Indenture attached as Exhibit 3 hereto (the "Supplemental Indenture"), which amendment, upon inclusion of the redemption prices of the Bonds in a manner approved by IFA, Secured Parties, Consenting Bondholders and Developer, is hereby consented to by Developer and is to be effective only at and after Closing after execution by the Trustee.

c. Developer and Design-Build Contractor have executed and delivered the amendment and termination of the Design-Build Contract attached as Exhibit 8 hereto (the "DBC Termination"), to be effective only at and after Closing, which amendment and termination is hereby consented to by IFA. The DBC Termination shall be at no cost to the Developer, IFA, the State of Indiana (the "State") or the Indiana Department of Transportation ("INDOT," together with the IFA and State, are collectively the "State Parties").

d. Effective at and after Closing, Developer and Design-Build Contractor hereby assign the contracts identified on Exhibit 9 to IFA and/or INDOT (as indicated on such exhibit).

e. Effective at and after Closing, Developer and/or Design-Build Contractor each hereby assign and/or transfer, to the extent assignable or transferable, to IFA (or at IFA's election, to INDOT) any and all rights, title and interest in, to and under, any and all governmental approvals, third party warranties, plans, specifications, intellectual property (including Intellectual Property Escrow), permits, real property, personal property, fixtures (including but not limited to Right of Entry, right of ways, easements, leases, fee interests) and utility contracts relating to or which are necessary or desirable to complete the Project ("Rights and Interests"), including but not limited to those listed them on Exhibit 10 hereto. Developer and/or Design-Build Contractor will execute such additional documents necessary or desirable to effectuate the intent herein, which are in a form and substance reasonably acceptable to IFA.

f. Developer approves the defeasance escrow agreement in the form set forth in Exhibit 16 hereof, which form may be amended before Closing with the approval of IFA, Secured Parties, Consenting Bondholders and Developer (the "Defeasance Escrow Agreement").

g. Roadis has caused to be deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent ("Developer Escrow Agent") pursuant to the developer group escrow agreement executed and delivered by IFA, Sureties, Roadis and

the Developer Escrow Agent attached as Exhibit 12 hereto (the "Developer Group Escrow Agreement") in the manner provided in the Developer Group Escrow Agreement a letter of credit (the "Letter of Credit") attached as Exhibit 12 in partial satisfaction of the requirement to fund a settlement amount of \$62,000,000 (the "Developer Group Settlement Payment"). Roadis also has provided the opinion of the Garrigues law firm attached as Exhibit 12. The Developer Escrow Agent will draw on the Letter of Credit in full as provided in the Developer Group Escrow Agreement and the entire amount drawn will be deposited in the Developer Group Escrow Account as provided in the Developer Group Escrow Agreement

h. [intentionally omitted].

i. [intentionally omitted].

j. Developer, Design-Build Contractor, and the Sureties have settled any and all claims asserted by AZTEC-TYPSA, J.V., including its current or former subcontractors, subconsultants or suppliers, at any tier, on the Project (collectively "AZTEC") and have delivered a full and final settlement and release agreement executed by AZTEC, IFA, the Sureties, Design-Build Contractor, and Developer, to be effective at and after Closing.

k. Developer represents and warrants that it hereby discloses Third Party Claims (as defined herein) related to the Project known by Developer, or known by Developer to be threatened, as of the Commencement Date, on Schedule II-A attached hereto. "Third Party Claims" are claims and/or demands for damages or other compensation or relief, of any entity that is not a party to this Settlement Agreement.

l. Design-Build Contractor represents and warrants that it hereby discloses all Third Party Claims related to the Project known by Design-Build Contractor, or known by Design-build Contractor to be threatened, as of the Commencement Date on Schedule II-B attached hereto.

m. Each of the Sureties represents and warrants that it hereby discloses all Third Party Claims related to the Project known to such Surety as of the Commencement Date, on Schedule II-C attached hereto.

3. Sureties Deposit to the Developer Group Settlement Payment. Within five business days after the execution and delivery of the Developer Group Escrow Agreement by all parties thereto, as provided in the Developer Group Escrow Agreement, the Sureties shall deposit \$24,500,000 with the Developer Escrow Agent for deposit into the Developer Group Escrow Account. The Developer, Roadis, IFA and the Sureties agree that the moneys held in the Developer Group Escrow Account shall be used solely as provided in the Developer Group Escrow Agreement.

4. IFA's Termination Compensation. At Closing, IFA intends to issue a series of bond anticipation notes or bonds (the "BANs") for the purpose of defeasing the Bonds. Upon IFA's receipt of the proceeds of the BANs, IFA shall deposit into an account (the "Defeasance")

Escrow Account") to be created under the Defeasance Escrow Agreement and Section 11.2 of the Indenture, sufficient proceeds of the BANs to pay, together with \$12,212,250 of the Developer Group Settlement Payment, the following "Termination Compensation":

- a. The Defeasance Amount (defined in Exhibit 7); less
- b. \$36,002,321.36 (plus interest on the unexpended Unspent Proceeds of the Bonds in the custody of the Collateral Agent earned thereon through, and available on, the Closing Date), subject to adjustment as provided on Exhibit 7 (the "Unspent Proceeds of the Bonds").

The Developer agrees that no other compensation is due from IFA as a consequence of termination of the PPA. IFA and the Developer hereby direct the Collateral Agent, upon notification by IFA or Ice Miller to the Parties as to the anticipated date of Closing (the "Anticipated Closing Date") to deposit the Unspent Proceeds of the Bonds and so much of the Other Held Funds as IFA shall specify in writing to the Collateral Agent into the Defeasance Escrow Account one business day before the Anticipated Closing Date.

The Developer agrees not to withdraw, and the Collateral Agent agrees not to expend, the Unspent Proceeds of the Bonds or the Other Held Funds, except for the transfer set forth above or to pay interest on the Bonds that becomes due. Provided that Roadis has deposited \$500,000 into the Fee Escrow Account as provided in the Fee Escrow Agreement, the Trustee's fees and expenses, including counsel fees, shall be payable solely from the Fee Escrow Account, and prior to the Termination Date the Collateral Agent will not seek to apply the Unspent Proceeds of the Bonds, the Other Held Funds or the Defeasance Amount to payment of any fees and expenses of the Trustee or Collateral Agent required to be paid under the Indenture as a condition to the defeasance of the Bonds.

5. Defeasance of Bonds; Release of all Related Documents. Upon satisfaction of the conditions precedent set forth in the Indenture (other than payment of the Defeasance Amount), and conditioned on satisfaction of the conditions to Closing set forth in Section 8(a)-(l) hereof, upon the deposit of the Defeasance Amount into the Defeasance Escrow Account, (a) the right, title and interest of the Trustee in and to the "Trust Estate" (as defined in the Indenture) shall terminate and be discharged; (b) the Trustee shall transfer and convey to or to the order of IFA all property that was part of the Trust Estate, including, but not limited to, any moneys held in any Fund or Account under the Bond Related Documents (as defined in Section 10 hereof), including the Other Held Funds, except as provided in this Agreement and the Defeasance Escrow Agreement; and (c) the Trustee shall execute and deliver to the IFA the instruments to evidence such discharge, transfer and conveyance described in this Agreement. IFA will direct the Secured Parties to deliver, and the Trustee shall deliver, at Closing, the Certificate No. 1 representing 100 Class A membership interest of the Developer to I-69 Investment Partners LLC ("I- 69 Investments") and the original version of the PSP Guaranty to Roadis.

6. Notification to Bondholders Who Are Not Consenting Bondholders. The Trustee shall undertake reasonable efforts to notify the Owners (as defined in the Indenture) and beneficial owners of the Bonds (the "Bondholders") other than the Consenting Bondholders of

this Settlement Agreement, which notice shall be sent to the Depository Trust Company, and shall notify such holders that IFA and Developer desire that such Bondholders become parties to the Consenting Bondholder Release. Nothing in this Settlement Agreement shall require that such Bondholders become parties to the Consenting Bondholder Release. Any Bondholder who agrees to join in the release set forth in Exhibit 14 shall be considered to be a “Consenting Bondholder”.

7. Actions Required from Commencement Date until Closing. The Parties agree the following requirements, authorization and restrictions as applicable shall be effective as of the Commencement Date:

a. The Sureties shall make the deposit required by Section 3.

b. Until the earlier of the Closing Date or the Termination Date, IFA shall pay the costs of the D&C Work (as defined in the Existing PPA) that is or becomes due and owing in IFA's discretion, including specifically D&C Work completed by the earlier of the Closing Date or the Termination Date but only invoiced and due thereafter. For avoidance of doubt, such payments by IFA will not include payment for: (1) the attorneys' fees of the Developer Group or any of their affiliates; (2) the profit of Developer or Design-Build Contractor or any of their affiliates; and/or (3) any payments to Sureties. IFA shall have no right of offset under the PPA with respect to payments made by IFA during the period beginning at Commencement Date and ending at the earlier of Closing Date or Termination Date.

c. Until the earlier of the Closing Date or the Termination Date, Developer and Design-Build Contractor shall assist IFA in the transition and related requirements set forth in Section 9.

d. Provided the requirements of this Settlement Agreement have been honored by the Developer, Roadis and Design-Build Contractor, in all material respects, IFA agrees not to declare a Developer Default (as defined in the PPA) prior to the Termination Date, if any, except to the extent permitted by this Settlement Agreement.

e. Roadis will, not later than one (1) business day prior to the Anticipated Closing Date, deposit \$500,000 with U.S. Bank into a separate account (the “Fee Escrow Account”) pursuant to an escrow agreement acceptable to Roadis and U.S. Bank (the “Fee Escrow Agreement”) for purposes of paying the Trustee and Collateral Agent's fees as set forth in the Fee Escrow Agreement, which Fee Escrow Account shall be available for payment of the Trustee's and Collateral Agent's fees and expenses, including counsel expenses, at Closing and, to the extent any such fees and expenses are incurred after Closing as provided in the Fee Escrow Agreement. Upon the Termination Date, if the Closing has not occurred, the funds in the Fee Escrow Account shall be returned to Roadis.

8. Conditions to Closing; Closing Events. If and when the following conditions to Closing (subsections (a) – (l) below) are satisfied to the satisfaction of IFA, Developer and the Trustee, at the direction of the Consenting Bondholders, in their sole and absolute discretion,

which conditions, to the extent involving performance by others, each of IFA, Developer and the Trustee, at the direction of the Consenting Bondholders, in their respective sole discretion, may waive for itself as a condition to Closing, the Parties agree that the Closing shall occur in the manner provided in subsection (m) hereof:

a. (i) The Sureties shall have deposited \$24,500,000 and \$37,500,000 in funds from the draw on the Letter of Credit described in Section 2(g) hereof shall have been deposited into the Developer Group Escrow Account and (ii) Roadis shall have funded the Fee Escrow Account.

b. The Consenting Bondholders shall have directed the Trustee, or shall have directed the Trustee to direct the other Secured Parties: (i) to take, all of the actions required at or before Closing under this Agreement; (ii) to execute the Supplemental Indenture, the Fee Escrow Agreement, the Defeasance Escrow Agreement and the Trustee's consent to the PPA Amendment and the DBC Termination in form and substance satisfactory to the Trustee; and (iii) to deposit those agreements in the Document Escrow for delivery at Closing.

c. The Secured Parties shall not have spent or disbursed the Unspent Proceeds of the Bonds or the Other Held Funds, except to pay interest on the Bonds that may become due.

d. The Bondholders, Trustee, Collateral Agent, or any other Secured Party shall not have exercised any remedies under the Indenture, Senior Loan Agreement, any Financing Document or any other documents set forth in Exhibit 1 hereto or filed suit to block the issuance of the BANs.

e. IFA shall not have exercised any of its remedies under Articles 19 or 20 the PPA except to the extent permitted by this Settlement Agreement.

f. The Parties shall have materially complied with all other obligations set forth in this Settlement Agreement.

g. IFA shall be prepared to issue the BANs.

h. The Consenting Bondholders shall have executed and delivered their executed releases to the Document Escrow in the form set forth in Exhibit 14.

i. (A) Faegre Baker Daniels LLP shall have delivered to the Document Escrow its opinion addressed to the Trustee and Developer that the Supplemental Indenture complies with the provisions of Article IX of the Indenture, and that the amendment set forth in the Supplemental Indenture will not adversely affect the excludability of the interest on the Bonds for federal income tax purposes and the exemption of the interest on the Bonds from income taxation in the State of Indiana, (B) the Trustee shall have executed and delivered to the Document Escrow the Supplemental Indenture, (C) Ice Miller shall have delivered to the Document Escrow its opinion to the effect that all requirements of the Indenture for such discharge or

defeasance have been complied with and that such discharge or defeasance will not adversely affect the tax-exempt status of interest on the Bonds where the interest on the Bonds was excludable from gross income for federal income tax purposes or exempt from income taxation in the State on the original date of issuance of the Bonds and shall have delivered to the Developer a reliance letter with respect to its opinion, and (D) the Verification Report described in Section 1 of the Defeasance Escrow Agreement shall have been delivered to the Document Escrow.

j. The Trustee shall have consented to the PPA Amendment and the DBC Termination and delivered the same to the Document Escrow.

k. The Secured Parties shall have executed and delivered to the Document Escrow their release in the form set forth in Exhibit 15.

l. Developer, Roadis, PSP, I-69 Investments, IFA, and INDOT (on behalf of itself and the State of Indiana) have executed and delivered to the Document Escrow the release in the form set forth in Exhibit 19, which shall be effective in accordance with its own terms at and after Closing.

m. The occurrence of all of the following events (which representatives of all Parties shall have the opportunity to confirm or receive confirmation of in person or by telephone and/or through the receipt of a released opinion) shall constitute the Closing;

(i) IFA shall execute and deliver its "Notice of Termination for Convenience" under Section 20.1 of the PPA, pursuant to which the Termination Compensation shall be due from IFA in the amount specified in the PPA Amendment, by delivery of such notice to the Developer, with copies to the other Parties, all to be delivered and effective at Closing in the form set forth in Exhibit 6 hereto.

(ii) The Defeasance Amount shall be deposited into the Defeasance Escrow Account (A) by the deposit by the Collateral Agent of the Unspent Proceeds of the Bonds; (B) by the deposit by Developer Escrow Agent of \$12,212,250 of the Developer Group Settlement Payment and (C) by the issuance of the BANs and the deposit of certain proceeds of the BANs in the amount, which together with the deposits described in (A) and (B), shall equal the Defeasance Amount.

(iii) The Secured Parties shall deliver to IFA all of the Other Held Funds, other than those funds IFA shall have directed the Collateral Agent to transfer to the Defeasance Escrow Account in the manner provided in Section 4 hereof.

n. Upon the occurrence of all the conditions to Closing, other than any that may be waived by all required Parties in accordance herewith, (a) all such conditions shall unless otherwise agreed by the Parties, be deemed to have occurred

simultaneously, (b) any documents delivered into the Document Escrow shall be released from such escrow and all Settlement Documents and all documents and releases set forth in this Section 8, shall become fully effective at and after Closing and (c) the Settlement and Release Agreement described in Section 2(j) shall be effective in accordance with its terms.

9. Transition and other Activities Prior to Closing Date.

a. From the Commencement Date to the Closing Date, IFA, Developer and Design-Build Contractor shall develop, and cooperate in the execution of, transition procedures in substantial compliance with those transition procedures that under Section 20.7 of the PPA and Design-Build Contract, respectively, may occur prior to the Termination Date; provided that nothing herein shall constitute a waiver by the Trustee, the Collateral Agent or any Consenting Bondholder, prior to the Closing, of any requirement of the PPA or any other documents.

b. The Developer, Design-Build Contractor and the Sureties agree that IFA's commencement of the transition procedures in substantial compliance with Section 20.7 of the PPA, and IFA's payment of Contractors, subcontractors and other vendors for performance of the existing scope of work on the Project, using any unpaid portion of the Contract Sum as defined in the Design-Build Contract or other funds, is not a breach of the PPA or a violation of the Surety Bonds, nor does such action by IFA constitute a waiver of rights by IFA against Developer, Design-Build Contractor or Sureties.

c. IFA will not make a claim under any Surety Bond prior to the earlier of the Closing Date or the Termination Date, provided that the Sureties agree that IFA's failure to make such a claim during such period shall not prejudice IFA's rights or any other obligee's rights under any Surety Bond.

d. Developer and Design-Build Contractor will maintain the current insurance program until the Closing, including the maintenance by Design-Build Contractor of any collateral already in place; provided, that until July 31, 2017, there shall be no cost to IFA and on or after August 1, 2017 the premiums shall be paid by IFA if IFA elects to continue coverage after July 31, 2017. The Parties will work cooperatively to develop and agree on an insurance program for continuation of the Project as of the Closing that provides coverage to the Project similar to the current program. Developer (or Design-Build Contractor, as applicable) is to bear the deductible, the self-insured retention and all other costs as to claims, occurrences, or other events or incidents triggering coverage under the current insurance program ("Covered Events") and arising before the Closing even if claims related to such Covered Events are not made until after the Closing Date; and IFA is to bear the deductible, the self-insured retention and all other costs as to Covered Events arising after the Closing. The Parties acknowledge that the collateral referenced above may need to be maintained in part or in full after Closing, and therefore, that Developer and Design-Build Contractor shall, if reasonably necessary after completing the cooperative process referenced above, maintain a reasonable portion of the collateral necessary to

cover its obligation provided in this paragraph. Design-Build Contractor's obligations under this Section 9(d) are limited by the collateral it has posted with Zurich as of the Commencement Date and Design Build Contractor is not required to replenish or otherwise replace said collateral. For avoidance of doubt, IFA shall have no responsibility under this Settlement Agreement or the new insurance program for payment of Developer's or Design-Build Contractor's obligations under this section.

e. By no later than five (5) business days prior to the Anticipated Closing Date, Developer and Design-Build Contractor shall use commercially reasonable efforts to deliver to IFA, at their own cost and expense, the property, data and documents described in PPA Section 20.7.6.1 and Section 20.7.6.2, as well as copies of all insurance policies in their possession that have been procured by anyone regarding the Project to IFA's reasonable satisfaction.

f. The Developer, the Design-Build Contractor and IFA will cooperate, as part of the transition activities, to expeditiously conduct due diligence to identify all rights and interests regarding the Project so that they may be transferred and/or assigned to IFA and/or INDOT as set forth herein, to the extent possible, at IFA's election. To the extent any rights or interests are not assignable or transferable, Developer and Design-Build Contractor will use commercially reasonable best efforts to transfer, and/or use commercially reasonable best efforts as required to effectuate the intent of accomplishing the assignment or transfer of all of Developer's and Design-Build Contractor's rights regarding or relating to the Project to IFA, as requested by IFA. The assignments/transfers referred to herein shall be effective as of, but not prior to, Closing.

g. At Closing, Developer and Design-Build Contractor will transfer to IFA all of the credentials and/or the administrative authority for the Project's website.

h. The Parties acknowledge that the Sureties, having received a discharge of all Surety Bonds at Closing, will cancel the Permit Surety Bonds contemporaneously with or shortly after Closing. IFA will be responsible for having replaced all Permit Surety Bonds, to the extent necessary, at Closing and may begin to make efforts to procure replacement Permit Surety Bonds prior to Closing. IFA will also be responsible for completing or having completed all work as required to fulfill any obligations under the Permit Surety Bonds, which responsibility will survive Closing.

10. Developer's and Roadis' Release. Effective only at and after Closing, each of Developer and Roadis, for itself, and its representatives, officers, directors, partners, employees, agents, predecessors, parents, successors, subsidiaries, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them, hereby releases and discharges IFA, the Sureties, the Design-Build Contractor, the Releasing Project Entities, the Secured Parties, the Consenting Bondholders, and their respective representatives, officers, officials, directors, partners, employees, agents, predecessors, members, parent entities, successors, subsidiary entities, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them (each a "Developer Released Party") of and from (a) any and all Relief Events, claims, causes of action, or liabilities whatsoever, known or unknown, asserted or unasserted, whether arising out of contract, tort, or otherwise, in

law or in equity or otherwise, arising out of, or relating to, the Project, the PPA, the Design-Build Contract, the Surety Bonds, the Bonds, the Security Documents listed on Exhibit 1, the Bond Related Documents, or any action or inaction of any such parties, including, without limitation, any default or breach of the PPA or Design-Build Contract, any claim that was or could have been asserted in the Disputes, including for additional compensation, any claims that have been asserted or could be asserted for defective and/or negligent design and related professional services furnished by AZTEC in connection with the Project, or other relief, and any and all previously issued Notices of Failure to Perform, Notices of Default, Warning Notices or other notices of failure to comply with the PPA, the Design-Build Contract, or other legal duty or obligation (collectively, the "Developer's Claims"), as of the Closing, (b) any and all future Developer's Claims against a Developer Released Party and (c) any and all claims for additional compensation, damages or claims accrued to the Closing Date; provided however that the releases provided herein do not release any of the Parties' obligations, representations or warranties under the Settlement Documents. The Developer and Roadis agree that, at and after Closing, the Surety Bonds shall be fully released, discharged in full, cancelled and voided as to Developer and Roadis, and that the Sureties shall have no further obligations to the Developer and Roadis thereunder. The release in this paragraph is referred to as "Developer's Release." The "Releasing Project Entities" shall mean those entities, other than the Design-Build Contractor, that have performed work or provided services, materials or supplies on the Project and that execute a Final Unconditional and Waiver of Lien and Release of Claims in substantially the form attached hereto as Exhibit 4. The "Bond-Related Documents" shall mean any of the documents relating to or securing the Bonds, the Project or the Loan Agreement, including but not limited to the Collateral Agency Agreement, the Deposit Account Control Agreement (as defined in Exhibit 1), the Equity Contribution Agreement, the PSP Guaranty, the Pledge Agreement, the Security Agreement, the Indenture, the Loan Agreement, the Direct Agreements, the Consent Agreement (as defined in Exhibit 1), the Continuing Disclosure Agreements, the Borrower Continuing Disclosure Agreement and any other agreement executed in connection with the Project or the Bonds to which the Trustee or Collateral Agent is a party or under which any of the Secured Parties or any Bondholder has rights or obligations, including, without limitation, those listed in Exhibit 13. To the extent Design-Build Contractor's Release of the Design-Build Contractor Released Parties is not effective, now or in the future, then Developer's Release of Design-Build Contractor shall be null and void, and shall not be effective, and Developer and Roadis' rights and remedies shall be restored and shall be fully effective as to Design-Build Contractor.

11. Design-Build Contractor's Release. Effective only at and after Closing, the Design-Build Contractor, for itself, and its representatives, officers, directors, partners, employees, agents, predecessors, parents, successors, subsidiaries, affiliated or related companies, assigns, shareholders and attorneys and all others claiming by or through them, hereby releases and discharges Developer, I-69 Investments, Roadis, Infra-PSP Canada Inc., Public Sector Pension Investment Board, PSPEUR, S.à.r.l. (the three prior entities, collectively "PSP"), the State Parties, the Releasing Project Entities, the Sureties, the Secured Parties, the Consenting Bondholders, and their respective representatives, officers, officials, directors, partners, employees, agents, predecessors, members, parent entities, successors, subsidiary entities, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming

by or through them (each a "Design-Build Contractor Released Party") of and from (a) any and all Relief Events, claims, causes of action, or liabilities whatsoever, known or unknown, asserted or unasserted, whether arising out of contract, tort, or otherwise, in law or in equity or otherwise, arising out of, or relating to, the Project, the PPA, the Design-Build Contract, the Surety Bonds, the Bonds, the Security Documents listed on Exhibit 1, the Bond Related Documents or any action or inaction of any such parties, including, without limitation, any default or breach of the PPA or Design-Build Contract, any claim that was or could have been asserted in the Disputes, including for additional compensation or other relief, and any and all previously issued Notices of Failure to Perform, Notices of Default, Warning Notices or other notices of failure to comply with the PPA, the Design-Build Contract, or other legal duty or obligation (collectively the "Design-Build Contractor's Claims"), as of the Closing (b) any and all future Design-Build Contractor's claims against a Design-Build Contractor Released Party and (c) any and all claims for additional compensation, damages or claims accrued to date; provided however that the releases provided herein do not release any of the Parties' obligations, representations or warranties under the Settlement Documents. The Design-Build Contractor agrees that at and after Closing, the Surety Bonds shall be fully released, discharged in full, cancelled and voided as to Design-Build Contractor and that the Sureties shall have no further obligations to the Design-Build Contractor thereunder. The release in this paragraph is referred to as "Design-Build Contractor's Release."

12. IFA's Release. Effective only at and after Closing, except as otherwise provided in this Section 12, IFA, for itself, and its respective representatives, officers, officials, directors, partners, employees, agents, predecessors, parents, successors, subsidiaries, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them (collectively, the "IFA Releasing Parties"), hereby releases: Developer, Roadis, the Sureties, the Design-Build Contractor, the Secured Parties, the Consenting Bondholders, and each of their respective representatives, officers, directors, partners, employees, agents, predecessors, members, parent entities, successors, subsidiary entities, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them (each, an "IFA Released Party") of and from (a) all known defaults or known breaches under the PPA as of the Closing, (b) any claims, counts, or allegations that were or could have been raised in the Disputes, including claims for additional compensation or other relief, and (c) any and all claims, causes of action, or liabilities whatsoever, known and unknown, asserted or unasserted, existing as of the Closing, whether arising out of contract, tort, or otherwise, in law or in equity or otherwise, arising out of, or relating to, the Project, the PPA, the Design-Build Contract, the Surety Bonds, the Bonds, the Security Documents listed on Exhibit 1, the Bond Related Documents or any action or inaction of any such parties, including, without limitation, any default or breach of the PPA or Design-Build Contract, any claims that have been asserted or could be asserted for defective and/or negligent design and related professional services furnished by AZTEC in connection with the Project (except to the extent covered by insurance), and any and all previously issued Notices of Failure to Perform, Notices of Default, Warning Notices or other notices of failure to comply with the PPA, the Design-Build Contract, or other legal duty or obligation (d) any and all future claims against an IFA Released Party related to the PPA, Design-Build Contract, the Project, the Surety Bonds, the Bonds, the Security Documents listed on Exhibit 1, the Bond Related Documents and (e) any and all claims for additional compensation, damages or claims accrued to Closing; provided however that the

releases set forth herein do not release any of the following: (i) any claims to the extent covered by insurance procured by or on behalf of Developer, Design-Build Contractor or any of their contractors, subcontractors, consultants and/or subconsultants (including any deductibles or self-insured retentions, which will be borne by the Developer Group), except that Developer Group will not be liable beyond the limits of insurance; (ii) any of IFA's rights or claims with respect to any claims asserted by AZTEC, or its current or former subcontractors, sub-consultants or suppliers at any tier on the Project; (iii) with respect to Developer and Roadis, Third Party Claims related to the Project known by Developer, or known by Developer to be threatened, as of the Commencement Date and not disclosed on Schedule II-A attached hereto ("Undisclosed Developer Third Party Claims"); (iv) with respect to Design-Build Contractor any Third Party Claims related to the Project known by Design Build Contractor, or known by Design-Build Contractor to be threatened, as of the Commencement Date and not disclosed on Schedule II-B attached hereto ("Undisclosed Design-Build Contractor Third Party Claims"); (v) with respect to the Sureties, any Third-Party Claims known to any of the Sureties as of the Commencement Date and not disclosed on Schedule II-C attached hereto ("Undisclosed Surety Third Party Claims"); and (vi) any of the Party's obligations, representations or warranties under the Settlement Documents. IFA agrees that at and after Closing, the Surety Bonds shall be fully released, discharged in full, cancelled and voided as to IFA and that the Sureties shall have no further obligations to IFA thereunder. The release in this paragraph is referred to as "IFA's Release." To the extent Design-Build Contractor's Release of the State Parties is not effective, now or in the future, then IFA's Release of Design-Build Contractor shall be null and void, and shall not be effective, and the State Parties' rights and remedies shall be restored and shall be fully effective as to Design-Build Contractor.

13. Sureties Release. Effective only at and after Closing, each of the Sureties and their respective representatives, officers, directors, partners, employees, agents, predecessors, parents, successors, subsidiaries, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them, hereby release the State Parties, the Developer, Roadis, PSP, I-69 Investments, the Releasing Project Entities, the Secured Parties, the Consenting Bondholders and each of their respective representatives, officers, officials, directors, partners, employees, agents, predecessors, members, parent entities, successors, subsidiary entities, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them from (a) any and all claims, causes of action, or liabilities whatsoever, known or unknown, asserted or unasserted, existing as of the Closing, whether arising out of contract, tort, or otherwise, in law or in equity, arising out of, or relating to, the Project, the PPA, the Design-Build Contract, the Surety Bonds, the Bonds, the Security Documents listed on Exhibit 1, the Bond Related Documents or any action or inaction of any such Parties, (b) any claim for additional compensation or other relief or other legal duty or obligation, (c) any and all future claims against any of the State Parties, Developer, Roadis, PSP, I-69 Investments, the Secured Parties, the Consenting Bondholders and each of their respective representatives, officers, officials, directors, partners, employees, agents, predecessors, members, parent entities, successors, subsidiary entities, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them, related to the Project, the PPA, the Design-Build Contract, the Surety Bonds, the Bonds, the Security Documents listed on Exhibit 1, the Bond Related Documents or any action or inaction of any such Parties and (d) any and all agreements of indemnity, deeds of indemnity, notarial policies

of indemnity, including but not limited to the agreements and items listed on Exhibit 18, and any other similar agreements or items, that Developer, Roadis, or any of their affiliates, predecessors, parents, successors, subsidiaries, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them, are or were a party to with one or more of the Sureties or their affiliates; provided however, for the avoidance of doubt, with respect to any agreement or item not listed on Exhibit 18, this clause (d) does not apply to any company, that on the Execution Date, is owned directly or indirectly by Grupo Isolux Corsán, S.A (“Grupo Isolux”). Provided, further however, that the Sureties’ Release in this Section 13 does not extend to any obligations or liabilities of IFA, Developer, Roadis, and Design-Build Contractor as set forth in Section 18(c) of this Settlement Agreement. The release in this Section 13 is referred to as the “Sureties’ Release”. The Sureties’ Release does not extend or apply to any claims the Sureties possess or may possess against the Design-Build Contractor, Grupo Isolux, Isolux Ingeniería, S.A., Corsán-Corviam, and Grupo Isolux Corsán Concesiones, S.A. The Sureties’ Release of Design-Build Contractor will be controlled by a separate agreement between the Sureties and Design-Build Contractor.

14. Consenting Bondholders’ Releases. As a condition of Closing each Consenting Bondholder for itself, and for its heirs, assigns, and successors in interest, shall prior to Closing execute and deliver the release in the form provided as Exhibit 14 hereto, which release shall be effective immediately upon deposit of the Defeasance Amount as described in Section 8(m)(ii) hereof.

15. Secured Parties’ Release. As a condition of Closing the Consenting Bondholders shall direct the Trustee to execute, and to direct the other Secured Parties to execute and deliver, the release in the form provided as Exhibit 15 hereto (the “Secured Parties’ Release”), to be delivered immediately upon deposit of the Defeasance Amount as described in Section 8(m)(ii) hereof. Upon execution and delivery of the Secured Parties’ Release, the Secured Parties agree that the Surety Bonds shall be fully released, discharged in full, cancelled and voided and that the Sureties shall have no further obligations to the Secured Parties thereunder.

16. Withdrawal of IAPRA Requests. Effective at and after Closing, Design-Build Contractor withdraws any and all previously issued requests for access to public records sent on its behalf to IFA or other public entities or agencies related to the Project, including but not limited to the requests tendered to IFA, INDOT and the Governor's Office on or about September 28, 2016.

17. Withdrawal of Notices of Inspection/Audit of Books and Records.

a. Effective at and after Closing, IFA withdraws any and all previously issued Notices of Inspection/Audit of Books and Records, including all supplemental requests, made pursuant to Articles 3 and/or 23 of the PPA including, but not limited to, the request made by IFA on August 26, 2016 and the request made by IFA's counsel on or about on September 22, 2016, and any and all requests for information or discovery made in the Formal PPA Disputes. Nothing herein shall be construed to limit Design-Build Contractor's and Developer's obligations under Section 9(e) herein.

b. Effective at and after Closing, Developer withdraws any and all pass-through requests made to Design-Build Contractor regarding the Notice(s) of Inspection/Audit of Books and Records made by IFA or IFA's counsel or any other information or document request as set forth in, or contemplated by, 17(a) above.

18. Additional Agreements.

a. A breach of or failure to perform an obligation or duty set forth in this Settlement Agreement or any other Settlement Documents, by any Party shall not be deemed to have been released by any Party pursuant to this Settlement Agreement.

b. The Parties shall (subject, in the case of the Secured Parties, to appropriate direction from the Bondholders) cooperate in good faith in the creation, execution and delivery of any additional documents required to effectuate the intent of this Settlement Agreement and the other Settlement Documents. For avoidance of doubt, this obligation survives Closing.

c. (i) Subject to the limitations of IFA's Release as set forth in Section 12 hereof and except as noted below, the Developer Group will have no further responsibility or liability to IFA for claims by subcontractors regarding their work on the Project pursuant to their contracts with the Design-Build Contractor after Closing, which shall be the responsibility of IFA. Additionally, IFA shall be responsible for any claims of termination compensation asserted by subcontractors that are listed on Exhibit 9 hereof. For clarity, (1) Developer and Roadis will be responsible for, and IFA and the Sureties (subject to clauses (ii) and (iii) below) will have no responsibility for, any Undisclosed Developer Third Party Claims, (2) Design-Build Contractor will be responsible for, and IFA, Developer and Roadis (except as provided in (iii)(1) below) and the Sureties (subject to clauses (ii) and (iii) below) will have no responsibility for any Undisclosed Design-Build Contractor Third Party Claims, and (3) subject to the terms and conditions of the Payment Bond and applicable law, each Surety will be responsible for, and IFA, Developer and Roadis will have no responsibility for, any Undisclosed Surety Third Party Claims against such Surety that is known by such Surety as of the Commencement Date and not disclosed on Schedule II-C attached hereto.

(ii) Nothing in this Section 18(c) shall affect the right of any third parties to submit claims under the Payment Bond (listed as item II under Exhibit 2) after the Commencement Date; provided, however, that the Parties acknowledge that such claims are subject to (1) the obligations of IFA, the Developer, Roadis and Design-Build Contractor under this Section 18(c), (2) the terms and conditions of the Payment Bond, and (3) the remaining penal sum of \$11,210,000, which is acknowledged by the Parties. The Sureties agree that the Sureties' Deposit referenced in Section 3 hereof will in no way affect the remaining penal sum of the Payment Bond. The Parties acknowledge that the Sureties are permitted to raise any valid defenses that could have been or could hereafter be asserted under the Payment Bond and/or applicable law.

(iii) For the first year after Closing, to the extent the Design-Build Contractor has failed to pay any Undisclosed Design-Build Contractor Third Party Claims for which Design-Build Contractor is responsible, (1) IFA on the one hand and Roadis or Developer on the other hand shall each pay, or shall reimburse the Sureties for any prior payment thereof, one-half (½) of the first \$2,000,000 of payments for the unpaid Undisclosed Design-Build Contractor Third Party Claims determined by IFA, Developer and Sureties to be valid and payable claims with respect to work, services or supplies provided to the Project; and (2) Developer and Roadis shall pay, or shall reimburse the Sureties for any prior payment thereof, not to exceed the next \$9,210,000 of payments for the unpaid Undisclosed Design-Build Contractor Third Party Claims determined by IFA, Developer and Sureties to be valid and payable claims with respect to work, services or supplies provided to the Project.

(iv) Sureties, Developer, Roadis and Design-Build Contractor agree to cooperate with IFA in determining how such claims are processed and which entity is liable therefor. The process to be followed is described in Exhibit 20 attached hereto.

d. The IFA shall exercise commercially reasonable efforts to issue the BANs on or before August 31, 2017, subject to the terms of this Settlement Agreement.

e. The Developer's Release, IFA's Release and the Sureties' Release are not intended to release any obligations of the Developer, Roadis, the Sureties or IFA under Section 9 of the Developer Group Escrow Agreement.

19. Termination of Disputes. Effective on the Closing Date, Developer, Design-Build Contractor, and IFA shall take all steps necessary to terminate and/or dismiss the Formal PPA Disputes, the Lawsuit, and the DBC Arbitration.

20. Successors and Assigns. This Settlement Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

21. Representations and Warranties. Each Party, with respect to itself only, declares, warrants and represents, as of the Commencement Date (and updated as of the Closing):

a. In executing this Settlement Agreement it is understood and agreed that each Party has independently investigated the facts relevant to the Disputes, has either consulted with or had the opportunity to consult with its own counsel, has relied solely upon its own judgment, belief and knowledge of the nature, extent, effect and duration of any damages suffered by it as a result of the matters alleged in the Disputes or that could have been alleged in the Disputes regarding the Project or the Bonds, and has not relied upon any statement or representation of any other Party, except as contained or referenced in this Settlement Agreement and the other Settlement Documents, and has jointly prepared this Settlement Agreement;

b. That no promise, enticement or agreement not herein expressed or referenced has been made, and that the terms of this Settlement Agreement and the other Settlement Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and that the terms of this Settlement Agreement, including but not limited to the Recitals, are contractual and not merely a recital;

c. That unless specifically referenced herein, each Party has not assigned or transferred to any person, entity or party any claims that it is releasing in this Settlement Agreement;

d. That each Party's representative signing this Settlement Agreement or any other Settlement Documents to which it is a party has the full authority and consent to bind the respective Party and that all necessary action on the part of each Party hereto required to be taken in connection with the execution, delivery and performance of this Settlement Agreement, such other Settlement Documents and of any documents delivered or to be delivered pursuant to this Settlement Agreement has been duly and effectively taken; and that the execution, delivery and performance by each Party of this Settlement Agreement, such other Settlement Documents and of any documents delivered or to be delivered pursuant to this Settlement Agreement does not constitute a violation or breach of such Party's articles of incorporation, by-laws, or any other agreement or law by which such Party is bound and is enforceable against such Party in accordance with its terms.

e. That no action, suit, proceeding, investigation or litigation is pending and served on any Party which challenges the Party's authority to execute, deliver or perform, or the validity or enforceability of, this Settlement Agreement or any of the other Settlement Documents, or which challenges the authority of the Party's official executing this Settlement Agreement or the other Settlement Documents.

f. The individual signing this Settlement Agreement on behalf of each Party is the properly authorized representative, agent, member or officer of the respective Party.

g. Developer represents and warrants that no case has been commenced by Developer, nor has Developer received notice of an involuntary case against Developer (unless Developer shall have notified IFA and the other Parties in writing), seeking liquidation, reorganization, dissolution, or other similar relief with respect to Developer's or debts under any U.S. or foreign bankruptcy, insolvency or other similar law(s).

h. Design-Build Contractor represents and warrants that no case has been commenced by Design-Build Contractor, nor has Design-Build Contractor received notice of an involuntary case against Design-Build Contractor (unless Design-Build Contractor shall have notified IFA and the other Parties in writing), seeking liquidation, reorganization, dissolution, or other similar relief with respect to Design-Build Contractor's debts under any U.S. or foreign bankruptcy, insolvency or other similar law(s).

i. The Design-Build Contractor represents and warrants that the settlement terms and associated releases were reached and agreed upon after meaningful and arms-length negotiations between the Parties, that the consideration to be exchanged between the parties is economically fair in every respect.

j. The Design-Build Contractor represents and warrants that the Assignment Agreement was executed and delivered before any work was performed on the Project and that, pursuant to the Assignment Agreement, Corsan-Corviam assigned all rights, title and interests of Corsan-Corviam in and to the PPA or the Design-Build Contract to the Design-Build Contractor.

k. With respect to the documents and items listed on Exhibit 18 attached hereto, each Surety signing this Settlement Agreement is signing this Settlement Agreement for and on behalf of itself and each of its affiliates that are party to any of the documents and items set forth on Exhibit 18 (the "Surety Affiliates") and the releases provided in this Settlement Agreement are enforceable against each Surety and Surety Affiliate.

22. Expenses. Each Party shall bear its own expenses, including, without limitation, all attorneys' fees and costs incurred by it in the preparation and negotiation of this Settlement Agreement and the other Settlement Documents, and in the resolution, dismissal and/or withdrawal of the Disputes; provided, that the expenses of the Secured Parties shall be paid by the Developer as provided in the Fee Escrow Agreement.

23. Counterparts. This Settlement Agreement, including all Settlement Documents and Exhibits hereto, may be executed in counterparts, each shall be deemed to be an original, but all of which together shall constitute one in the same agreement and may be executed by facsimile.

24. No Third Party Beneficiaries. Except for the release provisions set forth in the Settlement Documents, it is not intended by any of the provisions of this Settlement Agreement or the other Settlement Documents to create any third-party beneficiary hereunder or to authorize anyone not a Party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof. This Settlement Agreement and the other Settlement Documents shall not be construed to create a contractual relationship of any kind between Developer or IFA and a Contractor or between Developer and a Contractor or any Person other than Design-Build Contractor or any other Parties to the Settlement Documents, as the case may be.

25. Governing Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to principles of choice or conflicts of laws.

26. Jurisdiction and Venue. The Parties agree to submit to the jurisdiction of the state court(s) of Indiana located in Marion County, Indiana, and that any controversy or claim brought against IFA may only be brought in such courts, and that venue therein is proper.

27. Amendment. Neither this Settlement Agreement nor any of the provisions hereof can be changed, waived, discharged, or terminated, except by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge, or termination is sought.

28. Disclosure. The Parties agree that this Settlement Agreement shall be posted on the Municipal Securities Rulemaking Bond's EMMA website, and may be subject to disclosure to third parties and the public upon request.

29. Survival and Continuation of Obligations. The Parties agree that the rights, obligations, representations and warranties hereunder shall survive the Closing Date. The retention obligations in the following provisions of the Existing PPA shall also survive the termination of the PPA: Sections 20.7.6.8; 23.1.4; and 23.5.6; provided, however, such retention obligations may be performed for Developer by an affiliate of Developer that agrees, other than with respect to Section 23.5.6, it will deliver to the offices of IFA or INDOT any such documents or other materials requested by IFA within seven (7) business days of such request to the extent such documents have not already been delivered to IFA. The following provisions of the Bond Related Documents shall survive the Closing: Sections 6.08(b) and (c) of the Senior Loan Agreement, Sections 5.3 and 6.4 of the Indenture; all other provisions of the Indenture relating to the Series 2014 Tax Rebate Fund; Section 2.08 of the Collateral Agency Agreement; Section 24.4 of the IFA Direct Agreement; Section 15 of the IFA Continuing Disclosure Agreement; and Section 12 of the Borrower Continuing Disclosure Agreement.

30. Execution of Settlement Agreement and the Other Settlement Documents. Any Party may provide its execution by actual signature, facsimile or pdf of an actual signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the Parties has executed this Settlement Agreement on the Commencement Date.

"DEVELOPER"

I-69 DEVELOPMENT PARTNERS LLC

A handwritten signature in blue ink, appearing to be 'J. Ojeda', is written over a horizontal line.

By: Jose Maria Ojeda

Its: Chief Executive Officer

**ROADIS TRANSPORTATION
HOLDING, S.L.U.**

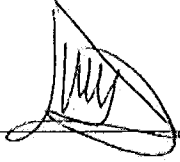
By: _____
Its: CEO, JOSÉ ANTONIO LABARRA BLANCO

Settlement and Release Agreement – I-69 Project

"DESIGN-BUILD CONTRACTOR"

ISOLUX CORSAN, LLC

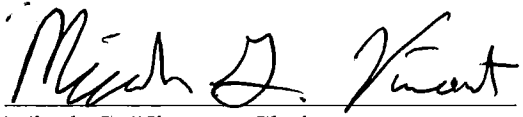
By: _____

A handwritten signature in black ink, consisting of several vertical strokes and a large, sweeping flourish that loops back to the left.

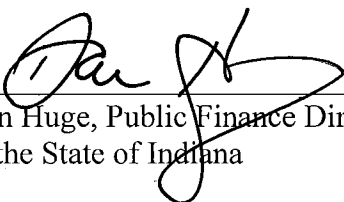
Its: _____

"IFA"

INDIANA FINANCE AUTHORITY

By 
Micah G. Vincent, Chairman

Attest:


Dan Hoge, Public Finance Director
of the State of Indiana

Settlement and Release Agreement – I-69 Project

**"TRUSTEE," "COLLATERAL AGENT",
"SECURITIES INTERMEDIARY", AND "CREDITOR REPRESENTATIVE"**

U.S. BANK NATIONAL ASSOCIATION

By: 

Barry Ihrke

Its: _____

Vice President

"SURETIES"

LIBERTY MUTUAL INSURANCE COMPANY

By: _____

Its: SR CLAIM SPECIALIST

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

By: _____

Its: _____

XL SPECIALTY INSURANCE COMPANY

By: _____

Its: _____

AMERICAN HOME ASSURANCE COMPANY

By: _____

Its: _____

THE INSURANCE COMPANY OF THE STATE
OF PENNSYLVANIA

By: _____

Its: _____

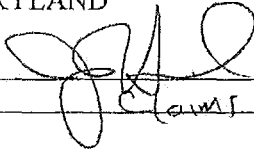
Settlement and Release Agreement – I-69 Project

"SURETIES"

LIBERTY MUTUAL INSURANCE COMPANY

By: _____
Its: _____

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

By:  _____
Its: Claims Counsel

XL SPECIALTY INSURANCE COMPANY

By: _____
Its: _____

AMERICAN HOME ASSURANCE COMPANY

By: _____
Its: _____

THE INSURANCE COMPANY OF THE STATE
OF PENNSYLVANIA

By: _____
Its: _____

"SURETIES"

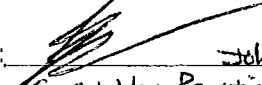
LIBERTY MUTUAL INSURANCE COMPANY

By: _____
Its: _____

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

By: _____
Its: _____

XL SPECIALTY INSURANCE COMPANY

By:  _____
Its: *Casualty Practice Lead + Head of
Surety Claims for North America*

AMERICAN HOME ASSURANCE COMPANY

By: _____
Its: _____

THE INSURANCE COMPANY OF THE STATE
OF PENNSYLVANIA

By: _____
Its: _____

Settlement and Release Agreement – I-69 Project

"SURETIES"

LIBERTY MUTUAL INSURANCE COMPANY

By: _____

Its: _____

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

By: _____

Its: _____

XL SPECIALTY INSURANCE COMPANY

By: _____

Its: _____

AMERICAN HOME ASSURANCE COMPANY

By: Douglas Land

Its: Complex Claims Director

THE INSURANCE COMPANY OF THE STATE
OF PENNSYLVANIA

By: Douglas Land

Its: Complex Claims Director

SCHEDULE I

List of Settlement Agreement Exhibits

Exhibit #	Description
1.	Security Documents
2.	Surety Bonds
3.	Supplemental Indenture
4.	Form of Release from Releasing Project Entities
5.	PPA Amendment
6.	Notice of Termination of PPA
7.	Calculation of Defeasance Amount
8.	Termination of DB Contract
9.	Contracts assigned to IFA at closing
10.	Rights, Titles, Interests Assigned/Transferred To IFA
11.	Insurance Policies Assigned at closing
12.	Developer Group Escrow Agreement; Letter of Credit and Accompanying Opinion
13.	Bond and Related Documents to be Released Upon Closing
14.	Bondholder Release of Claims
15.	Secured Parties' Release of Claims
16.	Defeasance Escrow Agreement
17.	Funds held by the Secured Parties
18.	List of Surety Indemnity Agreements
19.	INDOT/State Release
20.	Process Outline

SCHEDULE II-A

Third Party Claims and Third-Party Threatened Claims Disclosed by Developer

IFA is not responsible for any of the Third-Party Claims disclosed on this Schedule II-A unless they are for work, services or supplies provided to the Project and they are IFA's responsibility pursuant to the terms of Section 18(c) of the Settlement Agreement, or they are for work, services or supplies provided to the Project after May 31, 2017 to and including the earlier of the Closing Date or the Termination Date.

Claims

Isolux Corsan, LLC, Plaintiff, V. I-69 DP and Commerzbank AG, Defendants

Tort claims passed through to Isolux Corsan and Zurich Insurance

15-05587	Streich	Closed
15-01292	Mobley	Closed
15-00114	Chen	Closed
14-12221	Williams	Closed
15-03119	Magill	(Possibly Abandoned)
15-02858	Roberts Jr.	(Possibly Abandoned)
15-00734	Bailey	Closed
15-05408	Casner	Closed
15-05380	Loftman	Closed
15-06726	Dugger	Closed
15-04179	Treece	(Open)
15-07073	Shields	Closed
15-07690	Fish	Closed
15-02624	Williams	(Possibly Abandoned)
B15-51308	Mitchner	(Possibly Abandoned)
15-10826	Retherford	Closed
15-11114	Galloway	Closed
15-09767	Huff	(Possibly Abandoned)
15-00588	Oswalt, Alice	(Possibly Abandoned)
16-03333	Meek, Elizabeth	Closed
16-03454	Funkhouser, Timothy, S.	Closed
16-04832	RevSport! Inc	Closed
16-05991	Drainman	(Possibly Abandoned)
16-10389	Hansen	Closed
16-06722	Su	Closed
16-08455	Sanders	Closed
16-12044	Sparks	Closed
16-11600	Sellers	Closed
16-12294	Shinn	(Open) (3 claims open)

17-03498	Carnes	(Open)
17-03489	Griesemer	(Open)
17-00882	Wielosinski	(Open)

Third-Party Claims and Third-Party Threatened Claims: Developer discloses and IFA acknowledges receipt of the following Third-Party Claims and Third-Party Threatened Claims, including receipt of supporting documentation with respect to such claims, except as noted below:

- The following Claims by **Crider & Crider, Inc.:**
 - Title 32 lien and/or PLN claims, as amended, transmitted on February 6, 2017 by Thomas Pastore.
 - Payment Bond claim No.: 015044788.2 transmitted on September 6, 2016 by Steven Crider, which upon information and belief has been denied & closed
 - Claims expressed in the May 5, 2017 response to the RFP issued by IFA, Developer and Design-Build Contractor
 - Oral threatened claims by Crider’s counsel, Tom Pastore, that any termination of its contract with Isolux would be “wrongful” and would result in damages in excess of the amounts stated above – no supporting documentation provided.
- The following Claims by **Midwest Mole:**
 - Title 32 lien and/or PLN claim transmitted on August 31, 2016 by Thomas Pastore, which upon information and belief has been withdrawn
 - Claim on Payment Bond No.: 015044788.4 transmitted on July 11, 2016 by Thomas Pastore which upon information and belief has been closed
- The following Claims by **Surveying and Mapping:**
 - Claim on Payment Bond transmitted on April 25, 2016 by Joshua W. Casselman, which upon information and belief has been closed or withdrawn
- The following Claims by **Eagle Valley:**
 - Claim on Payment Bond, as amended, transmitted on August 16, 2016 by David Vornehm, which upon information and belief has been closed or withdrawn
- The following Claims by **E&B Paving:**
 - Title 32 lien and/or PLN claims, as amended, transmitted on June 6, 2017 and delivered by Terrence Brookie;
 - Claim on Payment Bond No. 015044788.3, as amended, and transmitted on June 2, 2017 by Larry Canterbury. Claims expressed in May, 2017, response to the RFP issued by IFA, Developer and Design-Build Contractor

- Oral statements or claims by E&B’s counsel, Terry Brookie, related to extended overhead, idle equipment or otherwise – no supporting documentation provided.
- The following Claims by **Force Construction**:
 - Title 32 lien and/or PLN claims, as amended, transmitted on June 28, 2017 and delivered by Terrence L. Brookie.
 - Claim on Payment Bond, as amended, transmitted on May 17, 2017 by David Force
 - Claims expressed in May, 2017, response to the RFP issued by IFA, Developer and Design-Build Contractor
 - Oral statements or claims by E&B’s counsel, Terry Brookie, related to extended overhead, idle equipment or otherwise – no supporting documentation provided
- The following Claims by **DLZ**:
 - DLZ’s May 4, 2017 response to the RFP issued by IFA, Developer and Design-Build Contractor
- Claims by **BF&S** in its July 27, 2017 e-mail to Developer (previously disclosed to IFA) for \$180,000 in alleged “deferred” Additional Compensation, \$280,000 in alleged Early Termination Payment compensation and/or other amounts alleged owed to BF&S under BF&S’s Supplemental Agreement with Developer entered into on August 1, 2016, amending the Oversight Engineering Services Providing Agreement dated May 28, 2014.
- Responses to the RFP issued in May, 2017, by IFA, Developer and Design-Build Contractor not specifically listed above.
- Any claims listed on Schedule II-B and Schedule II-C.
- Claims against Isolux for nonpayment by Earth Images, Inc. as included in a Verified Statement of Claim against funds held by I-69 Development Partners LLC transmitted on March 24, 2016 by Laura Yurs for labor and materials for temporary and permanent erosion control provided through March 19, 2016, which may have been settled.
- Any payments due to any subcontractor for Work performed prior to the Closing that have not yet been invoiced for work, services or supplies provided after May 31, 2017.
- For the avoidance of doubt, any termination compensation owed to a subcontractor listed on Exhibit 9.
- Claims described in the verification emails received from the following subcontractors in response to an email to subcontractors from Design-Build Contractor requesting that each subcontractor either verify it has no claims against Design-Build Contractor or the Project or list such claims. All letters received from subcontractors are indexed as follows:
 1. Hoosier Verification of Claims Letter 7-11-2017

2. Infrastructure Eng Verification of Claims Letter 7-12-2017
3. IU Verification of Claims on Project No 12978857-12-2017
4. Keramida Claim Verification Status Letter 0712177-12-2017
5. McCormick Verification of claims email 7-12-2017
6. PSI - Verification of Claims Letter-Isolux-I69 Sec. 5 DB 7-11-17
7. RB Jergens Verification of Claims Letter RBJ 7-12-2017
8. Reynolds Verification of Claims Letter 7-12-2017
9. Roadsafe Verification of Claim form – signed 7-12-2017
10. RQAW Verification of Claims Letter 7-12-2017
11. SAM Verification of Claims Letter - SAM LLC (SAM signed) 7-11-2017
12. SCI REMC Verification of Claims 7-11-17
13. Snedegar Verification of Claims 7-11-2017
14. Sullivan Verification of Claims 7-12-2017
15. Vibronics Verification of Claims Invoices Due 7-11-17
16. VS Engineering Verification Claims Letter 7-12-17
17. AT&T Verification of Claims 7-12-17
18. Badger Verification of Claims Letter 7-11-17
19. Bloodhound Verification of Claims 7-13-17
20. C&H Stone Verification of Claims Letter 7-11-2017
21. CBU Verification of Claims Letter - CBU 7-13-2017
22. CES Verification of Claims Letter_ 7-12-2017
23. Denney Verification of Claims Letter 7-23-2017
24. Eagle Valley Letter on Claims - 7-11-2017
25. Earth Images Verification of Claims 7-13-2017
26. GPRS Verification of Claims Letter 7-11-2017
27. GRW Engineers Verification of Claims 7-11-2017
28. Associates Four Services, LLC Verification of Claims 7-17-2017

SCHEDULE II-B

Third Party Claims Disclosed by Design-Build Contractor

IFA is not responsible for any of the Third-Party Claims disclosed on this Schedule II-B unless they are for work, services or supplies provided to the Project and they are IFA's responsibility pursuant to the terms of Section 18(c) of the Settlement Agreement, or they are for work, services or supplies provided to the Project after May 31, 2017 to and including the earlier of the Closing Date or the Termination Date.

Design-Build Contractor hereby discloses the following known or known threatened Third Party Claims:

Counterclaims asserted against Isolux Corsan, LLC in *Isolux Corsan, LLC v. I-69 Development Partners LLC, et. al.* currently pending in Marion County Superior Court.

Tort claims passed through to Isolux by I-69 Development Partners and from Isolux to Zurich Insurance

- Streich (15-05587)
- Mobley (15-01292)
- Chen (15-00114)
- Bailey (15-00734)
- Casner (15-05408)
- Loftman (15-05380)
- Dugger (15-06726)
- Treece (15-04179)
- Fish (15-07690)
- Williams (15-02624)
- Galloway (15-1114)
- Huff (15-09767)
- Shields (15-07073)
- Retherford (15-10826)
- McIntosh (15-09732)
- Nielson (16-02579)
- Meek (16-03333)
- Funkhouser (16-03454)
- RevSport (16-04832)
- Hansen (16-10389)
- Su (16-06722)
- Sanders (16-08455)

- Sparks (16-12044)
- Sellers (16-11600)
- Shinn (16-12294)
- Wielosinski (17-00882)
- Carnes (17-03498)
- Griesemer (17-03489)

Insurance Claims. See Appendix A for list of general liability insurance claims as of June 30, 2017.

Claims for property damage or vehicle damage. Claims for property damage or vehicle damage which were threatened but not filed with insurance and appear on the Public Outreach Communication Log(s) transmitted monthly to IFA via eBuilder:

- Riddick, S. – Vehicle Damage
- Xi, E. – Vehicle Damage
- Horne, K. – Vehicle Damage
- Deutch, J. – Property Damage
- Shride, A. – Vehicle Damage
- Kinney, T. – Vehicle Damage
- Cogen, K. – Vehicle Damage
- Jackson, J. & C. – Property Damage
- Whitehead, T. – Vehicle Damage
- Johnson, S. – Vehicle Damage
- Osborne, L. – Vehicle Damage
- Chambers, C. – Vehicle Damage
- Windsor Private HOA – Property Damage
- Eads, L. – Property Damage
- Bunnell, P. – Vehicle Damage
- Bishey, A. – Vehicle Damage
- Mull, P. – Vehicle Damage
- Blake, S. – Vehicle Damage
- Lee, B. – Property Damage
- Linne, Z. – Vehicle Damage
- Lowe, F. – Vehicle Damage
- McConnaughy, L. – Property Damage
- Leininger, B. – Property Damage
- Crowe, B. – Vehicle Damage
- Kinder, T. – Property Damage
- Paquette, T. – Property Damage
- Hanson, J. – Property Damage

- Cook, M. – Vehicle Damage
- Carlson, B. – Vehicle Damage
- Brinegar-Reed. – Vehicle Damage
- Brinegar, M. – Vehicle Damage
- Stevenson, D. – Property Damage
- May, B. – Property Damage
- Berns, M. – Property Damage
- Shields, C. – Property Damage
- Scank, B. – Property Damage
- Williamson, K. – Property Damage
- Lingval, J. – Vehicle Damage
- Castle, B. – Vehicle Damage
- Burris, A. – Vehicle Damage
- Moynihan, B. – Vehicle Damage
- Green, B. – Vehicle Damage

Design-Builder discloses, and IFA acknowledges, the following Third-Party Claims and threatened Third-Party Claims, including the documentation related to each claim specifically set forth below, where applicable:

Notice of Dispute dated December 12, 2015 from E&B Paving, Inc. to Isolux Corsan, LLC regarding Idle Equipment and all subsequent claims for same;

Claims by *Aztec-Typsa, JV in Aztec Engineering Group, Inc., Tecnica y Proyectos, S.A., vs. Liberty Mutual Insurance Company, et. al.* and the summary judgment granted on or about April 18, 2017;

Counterclaims by Aztec-Typsa, JV in the pending International Chamber of Commerce arbitration (ICC Case 22470/RD) between Isolux Corsan, LLC and Aztec-Typsa, JV;

Claims by Aztec-Typsa related to alleged additional services and work, redesigns, delay, interest, relief events, unpaid invoices, increase in the design fees, extension of post design services, disputed invoices, and withholdings from Aztec’s Notice of Invocation of Dispute Resolution dated May 31, 2016 (supplemented June 14, 2016).

Claims by Crider, E&B, and Force

- **Claims by Crider & Crider, Inc.:**
 - Personal Liability Notice(s) or lien claim in letter dated February 6, 2017, as may be amended. Upon information and belief, Crider may have amended its claim but an amendment was not provided to Design-Builder;
 - Claims for disputed/withheld invoice payments related to Pay Applications 25 (disputed in letter dated December 16, 2016), T&M 25 (disputed in letter dated December 16, 2016), T&M 26 (disputed in letter dated January 13, 2017), Pay

- Application 28 (disputed in letter dated March 15, 2017) , and Pay Application 31 (disputed in letters dated June 15 and July 10, 2017);
 - Relief Events 20, 30, and 31 submitted by Crider;
 - Claims for damages for delay, idle equipment, borrow pits, labor inefficiencies and loss of use set forth in letter dated August 30, 2016, as said amounts may increase until claims are resolved;
 - Interest related to Crider’s claims and withheld/disputed invoices, as said amount may increase until claims are resolved;
 - Claims against the Payment Bond which have not been withdrawn, including claim dated October 15, 2015, as amended, and proof of claim for Claim No. 015044788.2 dated March 22, 2016;
 - Claims by Crider counsel Tom Pastore, regarding alleged disclosure of proprietary information, breach of contract, wrongful termination, and tortious interference set forth in his January 17, 2017 letter;
 - Claims by Crider set forth in its January 10, 2017 and March 21, 2017 correspondence.
- **Claims by E&B Paving, Inc.:**
 - Personal Liability Notice(s) or lien claims dated December 22, 2016, as may be amended. Upon information and belief, E&B’s PLN was updated but those amounts were not provided to Design-Builder;
 - Claims for disputed/withheld invoice payments related to interest, and new BOQ amounts for General Conditions disputed by Design-Builder in letters dated March 15, 2017, April 13, 2017, May 12, 2017, June 14, 2017, and July 10, 2017, as said amount may increase until resolved;
 - Claims against the Payment Bond for the I-69 Section 5 Project which have not been withdrawn including the claims made on or about June 2, 2017, July 6, 2017, and July 10, 2017;
 - Verbal threatened claims, in amounts not specified, by E&B or its counsel relating to delay and changes in general conditions;
 - Claims from E&B’s letter dated December 16, 2016.
- **Claims by Force Construction Company, Inc. :**
 - Personal Liability Notice(s) and or liens set forth in letter dated September 22, 2016, as may be amended. Upon information and belief, Force’s PLN was updated but any such update was not provided to Design-Builder;
 - Claims for disputed/withheld invoice payments related to withholdings/disputes for interest, new BOQ amounts, changed general conditions, winterization, pileasters, scheduler, and flaggers disputed by Design-Builder in letters dated June 7, 2016, July 7, 2016, August 3, 2016, September 21, 2016, March 3, 2017, March 30, 2017, April 12, 2017, April 13, 2017, May 23, 2017, June 14, 2017, July 10, 2017, and an

undated change order rejection as said amount may increase until resolved and as new claims are made;

- Claims against the Payment Bond for the I-69 Section 5 Project which have not been withdrawn including a claim made on or about May 17, 2017 and a claim made July 14, 2017;
- Verbal threatened claims, in amounts not specified, by Force or its counsel, relating to delay and idle equipment;
- Claims set forth by Force in correspondence dated February 27, 2017.

Claims by other subcontractors related to their work on the Project:

- Claims by *Midwest Mole* against the Payment Bond, and issuance of a PLN dated August 31, 2016, as amended, that have not been withdrawn or released. However, the PLNs issued by Midwest Mole were released in letter dated November 16, 2016;
- Claims by *Sullivan Construction* for discrepancies in quantities withheld by Design-Builder in letter dated June 20, 2017;
- Threatened claims by *Whitehead Construction* due to change in prices from its original subcontract and/or change order amount;
- Claim by *D2 Land & Water Resources, LLC* for the remaining amount on its Purchase Order for material not ordered and rejected by Isolux in an email dated September 1, 2016;
- Claim dated June 20, 2016 by *Christopher B. Burke Engineering, LLC* on the Payment Bond for services rendered as a sub-consultant to Aztec Engineering;
- Claims by *Earth Images* against the Payment Bond that have not been withdrawn or released;
- Claim dated April 6, 2016 by *Eagle Valley, Inc.* against the Payment Bond, as may have been amended. However, in letter dated May 17, 2016 claims against the Payment Bond were withdrawn;
- Claim dated April 25, 2016 by *Survey and Mapping, Inc* (“SAM”) against the Payment Bond, as may have been amended. However, claims against the Payment Bond were withdrawn in letter dated November 15, 2016;
- Claim by the *City of Martinsville* for a Change Order as reflected in May 22, 2017 meeting minutes;
- Claim by *C-Tech* for stockpiled material not authorized by Design-Builder;

- Verbal claims for interest for late payment from Infrastructure Engineering, Inc.;
- Claims by *DLZ Indiana, LLC* for work performed for Aztec-Typsa, JV and claims made in a letter dated July 25, 2017 for services rendered by a specific DLZ employee who was asked to leave the Project;
- Claims by subcontractors submitted as part of a July 11, 2017 request by Design-Builder for claim verification: *AT&T Indiana; Badger Daylight Corp; Keramida; PSI; R.B. Jergens; Reynolds Construction; Hoosier Co.; VS Engineering; McCormick Group; Roadsafe; RQAW; Vibronics; Associates Four; Bloodhound; Earth Images; C&H Stone; City of Bloomington Utilities; CES; Denney Construction; Eagle Valley; GPRS; GRW; Infrastructure Engineering; Indiana University; Survey & Mapping; Snedegar; Sullivan Construction; and SCIREMC.*
- Claims by *RQAW* for termination damages as stated in its July 25, 2017 letter;
- Retainage due to *Roadsafe, PSI Inspection, Reynolds Construction, Eagle Valley, Inc,* and *Earth Images* as said amounts may increase until contract is complete or terminated.
- Claims for (late) payment, including interest, of invoices due on or after August 1, 2017 if not timely paid.
- Claims for damages associated with the termination of contracts or purchase orders not assigned to or assumed by IFA, INDOT, or the State, as listed in Exhibit 9.
- Claims related to holdover rent by Prime Properties and claims related to past unpaid rent by MDV Spartan Nash.
- Any and all claims, invoices, disputed invoices, or applications for payment due to subcontractors, vendors, suppliers, and/or consultants that have accrued or will accrue prior to Closing for work, services or supplies submitted or provided to the Project after May 31, 2017. However, Isolux is not aware of any known or threatened claim related to invoices or applications for payment for unpaid and/or disputed work, services, and/or supplies in the ordinary course except as otherwise set forth herein.
- Claims provided by the Sureties as a schedule to this Settlement Agreement that are not otherwise listed on this Schedule II-B. However, Isolux is unaware of the

Sureties' knowledge of claims other than those listed by the Sureties in this Settlement Agreement.

- Claims provided by I-69 Development Partners included as a schedule to this Settlement Agreement, whether or not the same have been passed-through to Isolux. However, Isolux is unaware of the Developer's knowledge of claims other than those listed by Developer in this Settlement Agreement.

Exhibit II-B
Appendix A - As of June 30

Claimant Name	Claim Category*
Adams, J.	Vehicle Damage
AT and T,	Property Damage
AT&T Indiana	Cause No : 53C01-1702-CT-000423, Property Damage
AT&T	Property Damage
Aubin,L	Vehicle Damage
Bailey, A	Vehicle Damage
Baker, P	Property Damage
Beach, R	Vehicle Damage
Boruff, D	Vehicle Damage
Brady, S	Vehicle Damage & PI
Brown, C	Vehicle Damage
Buck, K	Vehicle Damage
Bunnell, JR	Vehicle Damage
Burris, K	Property Damage
Carnes, J	Vehicle Damage
Casner, J	Vehicle Damage
Chen, Y	Vehicle Damage
Cogar, K	Vehicle Damage
Devitt, D	Property Damage
Douglas, N	Property Damage
Drake, C	Vehicle Damage
Dugger, R	Property Damage
Duke Energy	Property Damage
Enterprise Rent-A-Car	Vehicle Damage
Everett Logistics,	Vehicle Damage
Fiber, Smithville	Property Damage
Fryar, L	Vehicle Damage
Funkhouser, T	Vehicle Damage
Galloway, J	Vehicle Damage
Garwood, B	Vehicle Damage
Graves, S	Vehicle Damage
Griesemer, D	Vehicle Damage
Hall, K	Vehicle Damage
Hansen, R	Vehicle Damage
Hardin, G&R	Vehicle Damage
Hunckler, J	Vehicle Damage & PI
Indiana Bell Telephone	Property Damage
Indiana University Fiber	Property Damage
IU,	Property Damage
Jackson, H	Vehicle Damage
Johnson, S	Vehicle Damage
Kinser, H	Vehicle Damage
Kwon, D	Vehicle Damage
Lambert, R	Vehicle Damage
Linue, ZS	Vehicle Damage
Loftman, G	Property Damage

Exhibit II-B
Appendix A - As of June 30

Love, J	Vehicle Damage
Mathes, C	Vehicle Damage
Mcclany, V	Vehicle Damage
McIntosh, R	Vehicle Damage
McIntosh, R	Vehicle Damage
Meek, E	Vehicle Damage
Meiners, S	Vehicle Damage
Mitchell, MJ	Vehicle Damage
Mobley, M	Vehicle Damage
Monroe Hospital	Property Damage
Nature's Way Landscaping, Inc.	Property Damage
Nielsen, M	Vehicle Damage
Nightingale, I	Vehicle Damage & PI
Raper, M	Vehicle Damage
Retherford, C P	Vehicle Damage
Rev Sport Inc,	Property Damage / Loss of Use
Riggen, G	Vehicle Damage
Romano, M	Vehicle Damage
Russell, C&B	Vehicle Damage
Sanders, C	Vehicle Damage
Sellers, B	Vehicle Damage
Shields, R	Property Damage
Shinn, C	Vehicle Damage
Shinn, G	Vehicle Damage
Shinn, JR	Vehicle Damage
Sparks, C	Vehicle Damage and PI
Starnes, G	Vehicle Damage
Stines, D	Vehicle Damage
Streich, G	Vehicle Damage
Su, X	Vehicle Damage
Thompson, M&B	Property Damage
Tomlinson, KL	Vehicle Damage
Treece, J	Vehicle Damage
Treece, J	Vehicle Damage
Unknown,	Property Damage
Warfield, R	Vehicle Damage
Wielosinski, V	Vehicle Damage, PI
Wilson, A	Vehicle Damage

** Basic description provided. For a more detailed discussion of the claim contact Zurich.*

SCHEDULE II-C

**Payment Bond Claims Received by the Sureties
I-69 Section 5 Project**

Claimant	Status	Claim Details
Crider & Crider, Inc.	Closed – Claim Denied March 2017	<ul style="list-style-type: none"> - Proof of Claim dated 9/16/16 - Claim in letter dated 8/30/16 for idle equipment, direct overhead and borrow pit costs - Claim in letter dated 2/29/16 - Claim in letter dated 12/7/15 - Claim in letter dated 12/2/15 - Claim in letter dated 10/15/15 <p>*Claim documentation has been provided and circulated</p>
E & B Paving, Inc.	Open – Multiple Notices Received	<ul style="list-style-type: none"> - Claim in letter dated 7/10/17 - Claim in letter dated 7/6/17 - Claim in letter dated 6/2/17 - Claim in letter dated 5/15/17 - Claim in letter dated 4/17/17 - Claim in letter dated 4/12/17 - Claim in letter dated 2/24/17 - Claim in letter dated 1/13/17 - Claim in letter dated 10/20/16 - Claim in letter dated 10/17/16 - Claim in letter dated 10/3/16 - Claim in letter dated 9/21/16 - Claim in letter dated 9/16/16 - Claim in letter dated 9/6/16 - Claim in letter dated 8/30/16 - Claim in letter dated 8/29/16 - Claim in letter dated 8/17/16 - Claim in letter dated 8/15/16 - Claim in letter dated 8/10/16 - Claim in letter dated 8/1/16 - Claim in letter dated 7/29/16 - Claim in letter dated 7/25/16 - Claim in letter dated 7/1/16 - Claim in letter dated 6/24/16 - Claim in letter dated 5/26/16 - Claim in letter dated 4/26/16 - Claim in letter dated 3/31/16 - Claim in letter dated 3/24/16 - Claim in letter dated 3/4/16 - Claim in letter dated 2/29/16 - Claim in letter dated 1/6/16 - Claim in letter dated 12/4/15 - Claim in letter dated 11/12/15 - Claim in letter dated 11/4/15 - Claim in letter dated 11/2/15 - Claim in letter dated 10/22/15 <p>*Claim documentation has been provided and circulated</p>

Claimant	Status	Claim Details
Eagle Valley, Inc.	Closed – Claim not prosecuted/pursued, but no notice of withdrawal or evidence of payment received	- Claim in letter dated 8/16/16 - Claim in letter dated 4/6/16 *Claim documentation has been provided and circulated
Force Construction Company, Inc.	Open – Multiple Notices Received	- Claim in letter dated 7/18/17 - Claim in letter dated 5/17/17 - Claim in letter dated 4/14/17 - Claim in letter dated 3/24/17 - Claim in letter dated 3/2/17 - Claim in letter dated 1/20/17 - Claim in letter dated 11/3/16 - Claim in letter dated 9/6/16 - Claim in letter dated 8/5/16 - Claim in letter dated 7/25/16 - Claim in letter dated 7/19/16 - Claim in letter dated 7/12/16 - Claim in letter dated 6/24/16 - Claim in letter dated 6/7/16 - Claim in letter dated 5/9/16 - Claim in letter dated 4/11/16 - Claim in letter dated 4/11/16 - Claim in letter dated 3/8/16 - Claim in letter dated 2/17/16 - Claim in letter dated 1/8/16 - Claim in letter dated 8/21/15 *Claim documentation has been provided and circulated
Midwest Mole, Inc.	Closed -- Claim not prosecuted/pursued, but no notice of withdrawal or evidence of payment received	- Claim in letter dated 2/26/16 - Notice of delinquency in letter dated 7/11/16 *Claim documentation has been provided and circulated
Lowe Construction Co.	Closed – Claimant confirmed payment from Design-Build Contractor	- Notice of Reliance on Bond dated 3/15/16 *Claim documentation has been provided and circulated
AZTEC/TYPSA, J.V.	Open	- Claim resolved as part of global settlement
Roadsafe Traffic Systems, Inc.	Closed – No claim opened/pursued	- Notice of intent to open claim in email dated 4/1/16 (no amount) *Claim documentation has been provided and circulated
Earth Images, Inc.	Closed – Claim Released 7/7/16	- Claim in letters dated 3/25/16 *Claim documentation has been provided and circulated
Surveying and Mapping, LLC	Closed – Claim Released 11/15/16	- Claim in letter dated 4/25/16 *Claim documentation has been provided and circulated
Indiana Gas Company d/b/a Vectren Energy Delivery of Indiana, Inc.	Closed – Claim Withdrawn 10/12/16	- Claim dated 9/21/16 - Claim dated 4/27/16 *Claim documentation has been provided and circulated
Christopher B. Burke Engineering, LLC	Closed – Settled	- Claim dated 6/20/16 *Claim documentation has been provided and circulated

EXHIBIT 1

SECURITY DOCUMENTS

- (1) Security Agreement dated as of July 23, 2014, by and between the Developer and the Collateral Agent.
- (2) Pledge Agreement dated as of the July 23, 2014, by and between the Collateral Agent and I-69 Investment Partners LLC.
- (3) Equity Contribution Agreement dated as of July 23, 2014 by and among the Roadis Transportation Holding, S.L.U. (successor to Isolux Infrastructure Netherlands B.V.), Infra PSP Canada, Inc., I-69 Investment Partners LLC , the Developer and the Collateral Agent.
- (4) Guaranty dated as of July 23, 2014 made by Public Sector Pension Investment Board in favor of I-69 Investment Partners LLC and the Collateral Agent.
- (5) Collateral Agency Agreement dated as of July 23, 2014, among the Developer, the Trustee, the Creditor Representative, the Securities Intermediary and the Collateral Agent.
- (6) Direct Agreement dated as of July 23, 2014, by and among the IFA, the Developer and the Collateral Agent (the "Direct Agreement").
- (7) Consent Agreement entered into as of July 23, 2014, by and among the Design-Build Contractor, the Developer and the Collateral Agent (the "Consent Agreement").
- (8) Deposit Account Control Agreement dated as of July 23, 2014, among the Developer, the Collateral Agent and Citibank, N.A. (the "Deposit Account Control Agreement").
- (9) UCC-1 Financing Statement filed on July 29, 2014 with the Delaware Department of State, bearing initial filing number 2014-3013174, against I-69 Development LLC in favor of Collateral Agent.
- (10) UCC-1 Financing Statement filed on July 29, 2014 with the Delaware Department of State, bearing initial filing number 2014-3013687, against I-69 Investment Partners LLC in favor of Collateral Agent.

EXHIBIT 2

I-69 SECTION 5 PROJECT
LIST OF BONDS

I. Contractor Performance Bond

- a. Bond Number: 015044788 / 9163558 / SUR7401127 / 913448
- b. Principal: Isolux Corsan, LLC
- c. Obligee: I-69 Development Partners, LLC
- d. Co-Obligee: Indiana Finance Authority
- e. Sureties: Liberty Mutual Insurance Company, XL Specialty Insurance Company, American Home Assurance Company, Fidelity & Deposit Company of Maryland
- f. Penal Sum: \$76,750,000

II. Contractor Payment Bond

- a. Bond Number: 015044788 / 9163558 / SUR7401127 / 913448
- b. Principal: Isolux Corsan, LLC
- c. Obligee: I-69 Development Partners, LLC
- d. Co-Obligee: Indiana Finance Authority
- e. Sureties: Liberty Mutual Insurance Company, XL Specialty Insurance Company, American Home Assurance Company, Fidelity & Deposit Company of Maryland
- f. Penal Sum: \$15,350,000

III. Contractor Advance Payment Bond

- a. Bond Number: 015044795 / 9163574 / SUR7401128 / 913449
- b. Principal: Isolux Corsan, LLC
- c. Obligee: I-69 Development Partners, LLC
- d. Co-Obligee: U.S. Bank National Association (and its successors and assigns)
- e. Sureties: Liberty Mutual Insurance Company, XL Specialty Insurance Company, American Home Assurance Company, Fidelity & Deposit Company of Maryland
- f. Penal Sum: \$30,700,000

IV. Form of Financial Close Bond

- a. Bond Number: 935338 / SUR7401123 / 9151248 / 015043252
- b. Principal: Isolux Infrastructure Netherlands, B.V. (n/k/a ROADIS Transportation B.V.)
- c. Obligee: Indiana Finance Authority
- d. Sureties: Liberty Mutual Insurance Company, XL Specialty Insurance Company, American Home Assurance Company, Fidelity & Deposit Company of Maryland
- e. Penal Sum: \$15,000,000

V. Developer O&M Performance Bond

- a. Bond Number: 015045248 / SUR7401134 / 913447
- b. Principal: I-69 Development Partners, LLC
- c. Obligee: Indiana Finance Authority
- d. Sureties: Liberty Mutual Insurance Company, XL Specialty Insurance Company, American Home Assurance Company
- e. Penal Sum: \$4,685,007.00

VI. Developer O&M Payment Bond

- a. Bond Number: 015045248 / SUR7401134 / 913447
- b. Principal: I-69 Development Partners, LLC
- c. Obligee: Indiana Finance Authority
- d. Sureties: Liberty Mutual Insurance Company, XL Specialty Insurance Company, American Home Assurance Company
- e. Penal Sum: \$937,001

VII. I-69 Section 5 Project – Permit and Utilities Bonds

- 1. License & Permit Bond No. 014072581
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: Monroe County Board of Commissioners
 - c. Sureties: Liberty Mutual Insurance Company
 - d. Penal Sum: \$20,000
- 2. License & Permit Bond No. 014072582 / 920090 / LPM 09205968
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: Monroe County Board of Commissioners
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$140,000
- 3. License & Permit Bond No. 014072583 / 920091 / LPM09205969
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: Monroe County Board of Commissioners
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$218,680
- 4. License & Permit Bond No. 014072588 / 920097 / LPM09205976
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: Monroe County Board of Commissioners
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$25,000

5. License & Permit Bond No. 014072589 / 920098 / LPM09205977
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: Monroe County Board of Commissioners
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$495,000

6. License & Permit Bond No. 014072590 / 920099 / LPM09205978
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: Monroe County Board of Commissioners
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$165,000

7. License & Permit Bond No. 014072591 / 920100 / LPM09205979
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: Monroe County Board of Commissioners
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$85,000

8. License & Permit Bond No. 014072593 / 920102 / LPM09205983
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: Monroe County Board of Commissioners
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$150,000

9. License & Permit Bond No. 014072594 / 926287 / LPM09205993
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: Monroe County Board of Commissioners
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$155,000

10. License & Permit Bond No. 015045279
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: Monroe County Board of Commissioners
 - c. Sureties: Liberty Mutual Insurance Company
 - d. Penal Sum: \$360,000

11. License & Permit Bond No. 014072586 / 920094 / LPM09205973
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: Monroe County Board of Commissioners
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$10,000

12. License & Permit Bond No. 014072584 / 920092 / LPM09205970
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: City of Bloomington
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$115,000

13. License & Permit Bond No. 014072585 / 920093 / LPM09205971
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: City of Bloomington
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$50,000

14. License & Permit Bond No. 014072587 / 920095 / LPM09205974
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: City of Bloomington
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
 - d. Penal Sum: \$5,534

15. Hauling Permit Bond No. 918819-015048173-9184785-US00069402SU15A
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: City of Bloomington
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania, Fidelity & Deposit Company of Maryland, and XL Specialty Insurance Company
 - d. Penal Sum: \$312,500

16. Hauling Permit Bond No. 918820-015048174-9184786-US00069403SU15A
 - a. Principal: Isolux Corsan, LLC
 - b. Obligee: City of Bloomington
 - c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania, Fidelity & Deposit Company of Maryland, and XL Specialty Insurance Company
 - d. Penal Sum: \$963,500

17. License & Permit Bond No. 014072592 / 920101 / LPM09205980

- a. Principal: Isolux Corsan, LLC
- b. Obligee: Town of Ellettsville
- c. Sureties: Liberty Mutual Insurance Company, The Insurance Company of the State of Pennsylvania and Fidelity & Deposit Company of Maryland
- d. Penal Sum: \$135,000

EXHIBIT 3
SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of July 1, 2017

between

INDIANA FINANCE AUTHORITY

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

Supplementing and amending the Indenture of Trust dated as of July 1, 2014

Indiana Finance Authority Tax-Exempt Private Activity Bonds
(I-69 Section 5 Project), Series 2014

This FIRST SUPPLEMENTAL INDENTURE OF TRUST is dated as of July 1, 2017 (the "First Supplement"), and is entered into between the INDIANA FINANCE AUTHORITY, a body politic and corporate, not an agency of the State of Indiana (the "State") but an independent instrumentality exercising essential public functions of the State (the "Issuer") solely with respect to its role as conduit issuer of the Bonds, and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under and by virtue of the laws of the United States of America, as trustee (the "Trustee"),

WITNESSETH:

WHEREAS, the Issuer and the Trustee have entered into an Indenture of Trust dated as of July 1, 2014 (the "Original Bond Indenture" and together with the First Supplement, the "Indenture"), pursuant to which the Issuer issued its Tax-Exempt Private Activity Bonds (I-69 Section 5 Project), Series 2014 (the "Series 2014 Bonds") in the original aggregate principal amount of \$243,845,000 for the benefit of I-69 Development Partners LLC, a Delaware limited liability company (the "Borrower") of which \$240,315,000 in aggregate principal amount is outstanding; and

WHEREAS, the Issuer has requested that certain provisions of the Original Bond Indenture be amended effective only upon and after the Closing (as defined in the Settlement and Release Agreement to which this First Supplement is attached); and

WHEREAS, pursuant to Section 9.1(k) of the Original Bond Indenture, the Issuer and the Trustee may enter into amendments to the Original Bond Indenture that do not materially adversely affect the rights of the Owners of the Bonds with the written consent of the Borrower;

WHEREAS, pursuant to Section 9.2 of the Original Bond Indenture, the Issuer and the Trustee may enter into amendments to the Original Bond Indenture with the written consent of the Borrower and the Owners of a majority of the aggregate principal amount of the Outstanding Bonds;

WHEREAS, to the extent, if any, applicable to this amendment increasing the extraordinary mandatory redemption price of the Bonds in certain circumstances, the Owners of at least a majority of the aggregate principal amount of the Outstanding Bonds have consented to the terms of this First Supplement, which consents are effective upon and after Closing;

WHEREAS, the Borrower has consented to the terms of this First Supplement by the Borrower's execution hereon effective upon and after Closing;

NOW, THEREFORE, AT THE DIRECTION OF THE ISSUER, THE TRUSTEE AND THE ISSUER WITNESSETH:

That in order to modify the provisions of the Original Bond Indenture as described herein, effective upon and after Closing, the Issuer covenants and agrees with the Trustee as follows:

Section 1.01. Definitions. The terms used in this First Supplement and not otherwise defined herein shall, except as otherwise stated, have the meanings assigned to them in the Original Bond Indenture.

Section 1.02. Amendment to Section 1.1 of the Original Bond Indenture. The following defined terms are hereby amended and restated in their entirety and shall be replaced with the following:

"Redemption Price" means the principal, interest and any premium, if any, due on a Bond on the date on which it is redeemed prior to maturity pursuant to the redemption provisions applicable to such Bond. Such term does not include the principal and interest due on the Series 2014 Term Bonds on the dates such Bonds are to be redeemed in accordance with a mandatory sinking fund redemption schedule set forth herein. For purposes of the redemption of the Bonds as a result of the termination of the Public-Private Agreement, the premium due on each Bond will be the amount set forth on Schedule I to the First Supplement."

Section 1.03. Amendment to Section 2.7 Bonds Constitute a Contract. Section 2.7 is hereby amended and restated and shall read as follows:

"The Bonds shall constitute a contract between the Issuer and the Owners of the Bonds for the benefit of the Issuer and the Owners of the Bonds. This Indenture shall supersede and supplement the Bonds to the extent this Indenture is in conflict with the Bonds."

Section 1.04. Amendment to Bonds, Exhibit A and Section 4.5(b) of the Original Bond Indenture. The Bonds and Exhibit A "Form of Series 2014 Bond" attached to the Original Bond Indenture are hereby modified and amended as set forth in the amendment attached hereto as Exhibit A "Form of Bond First Amendment," which amendment shall be effective upon and after Closing and shall be deemed to also constitute an amendment of Section 4.5(b) of the Original Bond Indenture.

Section 1.05. Ratification of Original Bond Indenture. As supplemented and amended hereby, the Original Bond Indenture is in all respects ratified and confirmed and the Original Bond Indenture as so supplemented and amended hereby shall be read, taken and construed as one and the same instrument.

Section 1.06. Severability. If any provision of this First Supplement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 1.07. Counterparts. This First Supplement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1.08. Conflicts. Nothing contained in the Collateral Agency Agreement, the Public-Private Agreement, as amended, the Intercreditor Agreement, the Senior Loan Agreement or any of the related documents shall in any way override or supersede the terms of this First Supplement; and such other agreements are hereby amended to conform to the terms herein.

Section 1.09. Applicable Provisions of Law. This First Supplement shall be governed by and construed in accordance with the laws of the State of Indiana.

Section 1.10. Effective Date. Although this First Supplement is dated as of July 1, 2017, this First Supplement shall be effective upon and after the Closing as defined in the Settlement and Release Agreement dated as of July 3, 2017, by and among the Borrower, the Trustee, the Issuer and the other parties thereto to which this First Supplement is Exhibit 3.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Issuer has caused this First Supplement to be executed and delivered for it and in its name and on its behalf by the Chairman and attested by the Public Finance Director of the State of Indiana and the Trustee has caused this First Supplement to be executed and delivered for it and in its name and on its behalf by its duly authorized officer.

INDIANA FINANCE AUTHORITY

By Micah G. Vincent
Micah G. Vincent, Chairman

Attest:

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

First Supplemental Indenture of Trust – Series 2014 Bonds

Accepted as of July 1, 2017.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee and Collateral Agent

Authorized Officer

First Supplemental Indenture of Trust – Series 2014 Bonds

CONSENT OF BORROWER

The Borrower hereby acknowledges receipt of the First Supplement and consents to the execution and delivery of the First Supplement to be effective upon and after the Closing.

I-69 DEVELOPMENT PARTNERS LLC

By: Jose Maria Ojeda

Its: Chief Executive Officer

Date: _____



SCHEDULE I

Maturity Date

Principal
Amount

Redemption
Premium

\$

EXHIBIT A
[FORM OF BOND FIRST AMENDMENT]

FIRST AMENDMENT OF
INDIANA FINANCE AUTHORITY
TAX-EXEMPT PRIVATE ACTIVITY BONDS
(I-69 SECTION 5 PROJECT), SERIES 2014

Registered
 No. R- _____ \$ _____

Interest Rate Maturity Date Dated Date Amendment Date Cusip

Registered Owner: CEDE & CO.

Original Principal Amount: _____ DOLLARS (\$ _____)

Principal Amount Outstanding: _____ DOLLARS (\$ _____)

This First Amendment of the Indiana Finance Authority Tax-Exempt Private Activity Bonds (I-69 Section 5 Project), Series 2014 (the "Amendment") modifies, effective on and after the Closing, the Indiana Finance Authority Tax-Exempt Private Activity Bonds (I-69 Section 5 Project), Series 2014 originally issued on July 23, 2014 (the "Original Bonds"), which are being amended as of the date hereof pursuant to a First Supplemental Indenture of Trust dated as of July 1, 2017, (the "First Supplement") between the Indiana Finance Authority (the "Issuer") and U.S. Bank National Association (the "Trustee") supplementing the Indenture of Trust dated as of July 1, 2014, between the Issuer and the Trustee (the "Original Bond Indenture" and as supplemented by the First Supplement, the "Indenture"; the "Original Bonds" and, as so amended, the "Bonds"). The Issuer has requested an amendment to the Extraordinary Mandatory Redemption provision from Public-Private Agreement Termination Compensation (the "Redemption Provision") to clarify that the redemption price for purposes of the Redemption Provision shall have the meaning of Redemption Price as set forth in the First Supplement, effective upon and after the Closing, as follows: "Redemption Price" means the principal, interest and any premium, if any, due on a Bond on the date on which it is redeemed prior to maturity pursuant to the redemption provisions applicable to such Bond. Such term does not include the principal and interest due on the Series 2014 Term Bonds on the dates such Bonds are to be redeemed in accordance with a mandatory sinking fund redemption schedule set forth herein. For purposes of the redemption of the Bonds as a result of the termination of the Public-Private Agreement, the premium due on each Bond will be the amount set forth on Schedule I attached hereto.

This Amendment shall be effective on and after the Closing and, except as herein specifically amended, the Series 2014 Bond shall remain in full force and effect on its present form. This Amendment shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Amendment to be executed in its name and on its behalf by the signature of the Chairman of the Issuer, and the seal of the Issuer to be imprinted hereon and attested by the signature of the Public Finance Director of the State of Indiana, all as of the Amendment Date set forth above.

INDIANA FINANCE AUTHORITY

By: Micah G. Vincent
Micah G. Vincent, Chairman

ATTEST:

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

[SEAL]

First Amendment to Series 2014 Bond

CERTIFICATE OF AUTHENTICATION

This Amendment is the Amendment described in the within mentioned Indenture.

U.S. BANK NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Representative

Date of Authentication: _____

SCHEDULE I

Maturity Date

Principal
Amount

Redemption Premium

\$

EXHIBIT 4

FORM OF RELEASE FROM RELEASING PROJECT ENTITIES

I-69 SECTION 5 PROJECT

WHEREAS, _____, a contractor, subcontractor, supplier or lessor ("Contractor"), has, pursuant to an agreement with Isolux Corsan, LLC ("Design-Build Contractor") or pursuant to an agreement with a subcontractor or supplier to Design-Build Contractor, (the "Agreement"), furnished certain materials, equipment, services, and/or labor ("Work") for the project known as I-69 Section 5 Project ("Project");

WHEREAS, the undersigned is duly authorized to execute this Final Unconditional Waiver of Lien and Release of Claims on behalf of the Contractor ("Waiver and Release");

NOW, THEREFORE, for good and sufficient consideration, including the corresponding releases given to a "Releasing Contractor" (i.e., a Contractor that executes this Waiver and Release) by Design-Build Contractor and I-69 Development Partners ("Developer"), the sufficiency of which is hereby acknowledged, the Contractor hereby waives and releases any and all claims and liens of any kind whatsoever for Work performed through and including the termination of the Agreement as of **[insert Closing Date]**, 2017 ("Close-out Date"). Contractor having been fully paid for all Work performed under the Agreement, such waiver and release includes, but is not limited to, payment claims, mechanic's liens, rights of lien, relief event claims, termination compensation, causes of action or liabilities, claims for additional compensation or time, personal liability notices and any other claims or rights to compensation of any kind arising out of or related to the Project, against the Design-Build Contractor, Developer, Indiana Finance Authority, the State of Indiana, Indiana Department of Transportation, and each of their respective representatives, officers, officials, directors, partners, employees, agents, predecessors, members, parent entities, successors, subsidiary entities, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them, the holders of any of the Indiana Finance Authority Tax-Exempt Private Activity Bonds (I-69 Projects), Series 2014 and U.S. Bank National Association, as Trustee, Collateral Agent, Creditor Representative and Securities Intermediary with respect to such Bonds (collectively, the "Released Parties"), arising out of or related to the Agreement, the Project, any and all contract balances on the Project, the Project real property, fixtures and the improvements located thereon or any right against any payment or performance bond furnished for or in connection with the Project; and further represents and warrants to the Released Parties that Contractor and no other person or party has any right to a lien or claim on account of any materials, equipment, services, and/or labor furnished by, to or through the Contractor in connection with the Project, and agrees to indemnify, defend, and hold the Released Parties harmless from and against any and all liabilities, losses, costs, expenses, including reasonable attorney fees, by reason of claims or liens for any materials, equipment, services, and/or labor furnished for or in connection with the Project by, through or under the Contractor including but not limited to claims or liens by the Contractor's subcontractors, at whatever tier, suppliers, or equipment lessors. This Waiver and Release does not apply to Work performed on the Project after Close-Out Date pursuant to a contract between Contractor and the Indiana Department of Transportation.

Name of Contractor

Date: _____

By: _____
Authorized Representative

Title: _____

EXHIBIT 5

PPA AMENDMENT

SECOND AMENDMENT to PUBLIC-PRIVATE AGREEMENT

I-69 Section 5 Project

This Second Amendment to Public-Private Agreement (the "Amendment") is entered into as of _____, 2017, by and between the **Indiana Finance Authority**, a body corporate and politic, not a state agency but an instrumentality exercising essential public functions, of the State of Indiana ("IFA") and **I-69 Development Partners LLC**, a Delaware limited liability company ("Developer") and consented to by **U.S. Bank National Association**, as Trustee and Collateral Agent, as directed by the Owners (the "Bondholders") of a majority of the aggregate principal amount of the outstanding IFA Tax-Exempt Private Activity Bonds (I-69 Section 5 Project) Series 2014 (the "Bonds " respectively). Capitalized terms used, but not defined, in this Amendment shall have the meanings ascribed in the PPA (defined below). IFA and Developer shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, The IFA and the Developer entered into the Public-Private Agreement I-69 Section 5 Project, dated as of April 8, 2014, as amended, the "PPA", and

WHEREAS, the IFA, Developer, Trustee and Collateral Agent have entered into a Settlement and Release Agreement, dated as of July 3, 2017 (the "Settlement Agreement") with others, the terms of which provide for certain amendments to the PPA, and


WHEREAS, the Bondholders, by the holders of more than a majority of the aggregate principal amount of the Bonds, have directed the Trustee to consent to this Amendment,

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein and in the Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to the following amendments to the PPA:

1. The PPA and Exhibit 21 to the PPA are hereby amended to provide that Termination Compensation and the definition of "Termination Compensation" in the PPA, Exhibit 1, Abbreviations and Definitions, shall be defined as an amount equal to:
 - a. The principal amount of the Bonds outstanding, which is equal to \$240,315,000; plus
 - b. Interest accrued on the Bonds from March 1, 2017 through the date thirty (30) days after the Closing as defined in the Settlement Agreement; plus
 - c. \$12,212,250; less

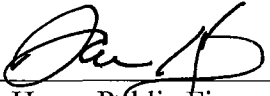
- d. \$36,002,321.36 (plus interest on the unexpended Unspent Proceeds of the Bonds in the custody of the Collateral Agent earned thereon through, and available on, the Closing Date as defined in the Settlement Agreement), subject to adjustment as provided on Exhibit 7 to the Settlement Agreement (the "Unspent Proceeds of the Bonds").
2. The PPA and Exhibit 21 to the PPA are hereby amended to provide that Termination Compensation as calculated and defined in Paragraph 1, above, shall be payable by IFA upon a termination of the PPA for any reason, including the following:
 - a. Termination for Convenience (PPA Section 20.1 and PPA Exhibit 21, Section 1)
 - b. Termination for Extended Relief Events, Extended Permitted Closure or Commercially-Unreasonable Insurance Availability (PPA Section 20.2, PPA Exhibit 21, Section 2)
 - c. Termination for Developer Default, including for avoidance of doubt developer insolvency (PPA Section 20.3, PPA Exhibit 21, Section 3)
 - d. Termination for IFA Default, Suspension of Work or Delayed Notice to Proceed (PPA Section 20.3, PPA Exhibit 21, Section 4)
 - e. Termination by Court Ruling (PPA Section 20.5, PPA Exhibit 21, Section 5)
 - f. Termination for Failure of Financial Close (PPA Section 20.6, PPA Exhibit 21, Section 6).
3. The PPA is hereby amended to provide that all Termination Compensation is irrevocably assigned to and shall be paid directly by IFA to Collateral Agent for transfer to the Trustee into a defeasance escrow for redemption of the Bonds, and that no portion of the Termination Compensation shall be paid to Developer, Design-Build Contractor, Surety or to any of their respective parents or affiliates.
4. The procedure for giving notice of termination and payment of Termination Compensation shall be as set forth in the Settlement Agreement.
5. Termination of the PPA shall be immediate upon payment of the Termination Compensation as set forth in the Settlement Agreement.
6. Nothing contained in the Direct Agreement, Collateral Agency Agreement or any of the related funding agreements shall in any way override or supersede the terms of this Amendment; and such other agreements are hereby amended to conform to the terms herein.
7. This Amendment shall be effective upon and after the Closing as defined in the Settlement Agreement.

INDIANA FINANCE AUTHORITY

By: 

Micah G. Vincent, Chairman

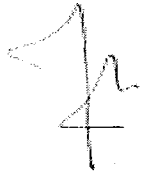
Attest:



Dan Huges, Public Finance Director
of the State of Indiana

Second Amendment to Public-Private Agreement – I-69 Project

I-69 DEVELOPMENT PARTNERS LLC

A handwritten signature in black ink, appearing to be 'J. Ojeda', is located in the upper right corner of the page.

By: Jose Maria Ojeda

Its: Chief Executive Officer

Date: _____

Second Amendment to Public-Private Agreement – I-69 Project

**Consent of Trustee and Collateral Agent to this
Amendment to Public-Private Agreement
And Agreement to Amendments to Direct
Agreement, Collateral Agency Agreement and
related funding agreements**

U.S. Bank National Association

By: _____

Its: _____

Date: _____

Second Amendment to Public-Private Agreement – I-69 Project

EXHIBIT 6

FORM OF NOTICE OF TERMINATION OF PPA

[Closing Date]

TO BE EXECUTED, DELIVERED AND EFFECTIVE AS OF AND AT CLOSING AS PROVIDED IN THE SETTLEMENT AND RELEASE AGREEMENT

Notice of Termination for Convenience

TO: I-69 Development Partners LLC:

Reference is made to that certain Public-Private Agreement dated as of April 8, 2014 (“PPA”), by and between the Indiana Finance Authority (“IFA”) and I-69 Development Partners, LLC (“Developer”) as amended by the First Amendment to Public-Private Agreement I-69 Section 5 Project, dated as of July 23, 2014, and the Second Amendment to Public-Private Agreement I-69 Section 5 Project, dated as of [Closing Date], 2017 (the “Second Amendment”). Initially capitalized terms not otherwise defined herein shall have the meaning set forth therein.

IFA hereby gives notice to Developer of Termination for Convenience of the PPA as a result of the Closing and as provided in the Settlement and Release Agreement dated as of July 3, 2017(the “Settlement Agreement”) and the Second Amendment.

The terms of the Second Amendment provide that such termination shall be effective immediately upon payment of Termination Compensation as provided in the Settlement Agreement and that no Termination Compensation shall be paid to Developer, Design-Build Contractor or to any of their respective parents or affiliates.

Dan Huges, Public Finance Director of the State of Indiana

EXHIBIT 7

CALCULATION OF DEFEASANCE AMOUNT

CALCULATION OF DEFEASANCE AMOUNT

The “Defeasance Amount” as used in this Agreement shall mean and be calculated as follows:

- a. The principal amount of the Bonds outstanding, which is equal to \$240,315,000; plus
- b. Interest accrued on the Bonds from March 1, 2017 through the date thirty (30) days after the Closing Date; plus
- c. \$12,212,250.

To the extent this Settlement Agreement is extended and any interest on the Bonds is paid prior to the Closing, the amount so paid shall be subtracted from the Defeasance Amount but also from the amount of Unspent Proceeds of the Bonds set forth in Section 4.

The Defeasance Amount will be funded by:

1. \$12,212,250 from the Developer Group Escrow Agent; plus
2. The Unspent Proceeds of the Bonds or such Other Held Funds as IFA shall direct in writing to the Trustee; plus
3. The proceeds of the BANs.

EXHIBIT 8

TERMINATION OF THE DESIGN-BUILD CONTRACT

FOURTH AMENDMENT to DESIGN-BUILD CONTRACT

I-69 Section 5 Project

This Fourth Amendment to Design-Build Contract (the “Fourth Amendment”) is entered into as of August __, 2017, by and between I-69 Development Partners LLC, a Delaware limited liability company (“Developer”) and Isolux Corsan, LLC, a Texas limited liability company (“Design-Build Contractor”), and consented to by the Indiana Finance Authority, a body corporate and politic, not a state agency but an instrumentality exercising essential public functions, of the State of Indiana (“IFA”) and U.S. Bank National Association, as Trustee (defined below) and, as directed by the registered holders and beneficial owners (the “Bondholders”) of a majority of the aggregate principal amount of the outstanding IFA Tax-Exempt Private Activity Bonds (I-69 Section 5 Project) Series 2014 (the “Bonds”). Capitalized terms used, but not defined, in this Fourth Amendment shall have the meanings ascribed in the DB Contract (defined below). Developer and Design-Build Contractor shall be collectively referred to as the “Parties.”

1. RECITALS

A. IFA entered into a Public-Private Agreement with Developer effective as of April 8, 2014 (“Public-Private Agreement” or “PPA”), as amended, to design, construct, finance, operate and maintain the Project;

B. Developer entered into the Design-Build Contract by and between Developer and Design-Build Contractor, dated April 8, 2014, as amended and assigned pursuant to the first amendment thereto, and amended by the second and third amendments thereto (together, the “DB Contract”) to engage Design-Build Contractor to design and construct the Project;

C. IFA, Developer, Roadis Transportation Holding, S.L.U., Design-Build Contractor, Corsán-Corviam Construcción, S.A., Grupo Isolux Corsan, S.A., Liberty Mutual Insurance Company, Fidelity and Deposit Company of Maryland, XL Specialty Insurance Company, The Insurance Company of the State of Pennsylvania and American Home Assurance Company, U.S. Bank National Association, as bond trustee (the “Trustee”) under the Indenture (as defined in the Settlement Agreement) have entered into a Settlement and Release Agreement, dated as of July 3, 2017 (the “Settlement Agreement”), the terms of which provide for certain amendments to and termination of the DB Contract upon Closing (as defined in the Settlement Agreement);

D. IFA and Developer have entered into a Second Amendment to the PPA dated as of even date herewith (the “PPA Amendment”) in order to effect the provisions of the Settlement Agreement; and

E. Written consent to the amendment and termination of the DB Contract from the Bondholders of a majority of the aggregate principal amount of the Bonds is required by Section 6.24(c)(ii) of the Senior Loan Agreement (as defined in the Settlement Agreement) in accordance with Section 10.2 of the Indenture; and the Bondholders, by the holders of more than a majority of

the aggregate principal amount of the Bonds, have directed the Trustee to consent to this Fourth Amendment.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein and in the Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby agree to the following amendments to the DB Contract:

1. The DB Contract is hereby amended to provide for the termination of the DB Contract immediately upon the satisfaction of the conditions to Closing set forth in Section 8 of the Settlement Agreement (the "Settlement Agreement Closing") and concurrently with the termination of the PPA pursuant to the Settlement Agreement and the PPA Amendment.
2. Pursuant to the Settlement Agreement and the PPA Amendment, upon and after consummation of the Settlement Agreement Closing, no Termination Compensation shall be paid to Developer, Design-Build Contractor, any Surety or to any of their respective parents or affiliates under the DB Contract.
3. The Parties agree that upon the Settlement Agreement Closing, Termination Compensation as used in the DB Contract, including the definition of "Termination Compensation" in Exhibit 1 of the DB Contract and "DBC Compensation Calculation" as used in Exhibit 21 of the DB Contract, each shall be deemed to be \$0.
4. The Parties agree that no amounts, including Termination Compensation, amounts determined pursuant to a DBC Compensation Calculation or any other amounts, shall be payable by the Developer upon a termination of the DB Contract for any reason, including a termination in accordance with the Settlement Agreement.
5. Termination of the DB Contract upon consummation of the Settlement Agreement Closing shall be immediate upon satisfaction of all of the Conditions to Closing set forth in Section 8 of the Settlement Agreement.
6. Upon execution of this Fourth Amendment, Design-Build Contractor waives the right to receive any notice of termination, including the 30-day notice set forth in Section 1.1 of Exhibit 21 of the DB Contract.
7. Nothing contained in any related agreements shall in any way override or supersede the terms of the Settlement Agreement or this Fourth Amendment; and such other agreements are hereby, to the extent of the rights of the parties hereto, amended to conform to the terms herein.
8. This Amendment shall be effective upon and after the closing as defined in the Settlement Agreement.

IN WITNESS WHEREOF, this Fourth Amendment is hereby executed by the authorized representatives of the Parties below effective as of the date first written above.

“DEVELOPER”

I-69 DEVELOPMENT PARTNERS LLC

By: Jose Maria Ojeda

Its: Chief Executive Officer

“DESIGN-BUILD CONTRACTOR”

ISOLUX CORSAN LLC

By: _____

Its: _____

Consented to by:

“IFA”

INDIANA FINANCE AUTHORITY

By: _____
Dan Huges, Public Finance Director

“TRUSTEE”

U.S. BANK, NATIONAL ASSOCIATION

By: _____

Its: _____

IN WITNESS WHEREOF, this Fourth Amendment is hereby executed by the authorized representatives of the Parties below.

“DEVELOPER”

I-69 DEVELOPMENT PARTNERS LLC

By: _____

Its: _____

“DESIGN-BUILD CONTRACTOR”

ISOLUX CORSAN LLC

By: _____ 

Its: _____

Consented to by:

“IFA”

INDIANA FINANCE AUTHORITY

By: _____

Dan Huge, Public Finance Director

“TRUSTEE”

U.S. BANK, NATIONAL ASSOCIATION

By: _____

Its: _____

IN WITNESS WHEREOF, this Fourth Amendment is hereby executed by the authorized representatives of the Parties below.

“DEVELOPER”

I-69 DEVELOPMENT PARTNERS LLC

By: _____

Its: _____

“DESIGN-BUILD CONTRACTOR”

ISOLUX CORSAN LLC

By: _____

Its: _____

Consented to by:

“IFA”

INDIANA FINANCE AUTHORITY

By:  _____
Dan Huge, Public Finance Director

“TRUSTEE”

U.S. BANK NATIONAL ASSOCIATION

By: _____

Its: _____

EXHIBIT 9

CONTRACTS ASSIGNED TO IFA AT CLOSING

Contract	Activity	IFA election of whether assigned (Y/N)	IFA election of to whom assigned
ABC Cutting Contractors, Inc.	Pavement Saw cutting	N	-
Arexco, Inc.	Water & Sewer Installation	Y	INDOT
Associates Four Services, LLC	Landscaping/Tree Clearing	N	-
AT&T - UTILITY	Utility - Communication	Y	INDOT
Badger Daylight Corp.	Potholing (Utility Locating)	N	-
Bloodhound	Underground Pipe Inspection (Camera)	N	
Burcham Surveying	Steel Bridge Inspection	N	-
Butler, Fairman and Seufert, Inc. (BF&S)	Technical Advisor & Inspection	N	-
C&H Stone	Stone material	Y	INDOT
C.A.S. Contracting, LLC	Tree Clearing	N	-
CES	GPS Cards	N	-
Chad's Towing	Towing & Minor Vehicle Services	N	-
City of Bloomington Utilities (CBU) - UTILITY	Utility - Water & Sewer	Y	INDOT
City of Martinsville - UTILITY	Utility - Water	Y	INDOT

Comcast - UTILITY	Utility - Communication	Y	INDOT
Crider & Crider, Inc.	Earthwork & Drainage Installation	N	-
CSU, Inc.	Utility Contractor for Type 2 Work	N	-
CSX Transport, Inc.	Railroad falsework, bracing	Y	INDOT
C-Tech Corporation, Inc.	Guardrail & Fencing Removal/Installation	N	-
Denney Excavating, Inc.	Rock Crushing	N	-
DLZ Indiana, LLC	Design	N	-
DLZ Indiana, LLC	Construction Inspection	N	-
Duke - UTILITY	Utility - Electric	Y	INDOT
D2 Land & Water Resources, Inc.	Erosion & Sediment Control	N	-
E&B Paving, Inc.	HMA Milling, HMA Paving, PCC Patching, Agg Base, Bridge Terminal Joints, Concrete Curb & Gutter	N	-
Eagle Valley, Inc.	Utility Sub - Watermain Installation	N	-
Earth Images, Inc.	Erosion Control	N	-
Environmental Laboratories, Inc.	Water Sample Testing	N	-
Force Construction Company, Inc.	Bridge Related Construction/Rehab including lighting, railing, painting. Retaining Wall installation	N	-
Ground Penetrating Radar Systems, Inc. (GPRS)	Locating Concrete Piping using Ground Penetrating Radar	N	-

GRL Engineers, Inc.	Drilled Shaft testing (CSL & PIT)	N	-
GRW Engineers, Inc.	Inspection for CBU Utilities	N	
Indiana Carbon Co. Inc (NTD: Not a contract a supplier on as needed basis)	Business Equipment	N	-
Infrastructure Engineering, Inc.	Construction Inspection	N	-
Indiana University - UTILITY	Utility - Fiber Optic	Y	INDOT
Journey Engineering	Meeting facilitation services	N	-
Keramida, Inc.	Key Personnel	N	
Lineal Contracting	Boring for AT&T	N	
Midwest Mole, Inc.	Steel Casing Boring	N	-
Mintek Resources, Inc.	Lime Supplier	N	-
Monroe County Auxiliary Police, Inc. (NTD: Not a contract, allows multiple police officers to be paid with one check)	Traffic Control	N	-
National Railroad Safety Services, Inc.	Railroad Flagging	N	-
Patriot Engineering & Environmental, Inc.	Consultants	N	
Positioning Solutions Company	Survey Equipment Rentals	N	-
Professional Service Industries, Inc. ("PSI") -	Geotechnical Investigation & Reporting	N	-
PSI Lab	Material Testing	N	-

Quality Mill Supply Co. (NTD: not a contract, a supplier on an as needed basis)	Clothing	N	-
R.B. Jergens	Chemical Modification of Soil (Lime)	N	-
ReliaPole Inspection Services	HMT Inspection (High Mast Lighting)	N	-
Resources International (Rii)	Radiograph Testing (Pavt Smoothness)	N	-
Reynolds Construction, LLC (assignment by Layne Christensen Company)	CBU Pipe Relocation	N	
Roadsafe Traffic Systems, Inc.	Traffic Control	N	-
RQAW	Key Personnel - Construction Quality Manager	N	-
South Central Indiana REMC - UTILITY	Utility - Electric	Y	INDOT
Smithville Communications - UTILITY	Utility - Communication	Y	INDOT
Snedegar Construction, Inc.	Utility - Fiber installation for Type 2.	N	-
Sullivan Construction, Inc.	Concrete & Asphalt Flatwork	N	
Survey & Mapping (SAM)	Survey Works	N	
TC Electric, Inc.	Signal, Sign, & Lighting Repair + Emergency Repairs	N	-
The Hoosier Company, Inc.	Signing, Lighting, Signals	N	-

US Signal Company, L.L.C. - UTILITY	Utility - Communication	Y	INDOT
Vectren Energy Delivery of Indiana- UTILITY	Utility - Gas	Y	INDOT
Vibronics, Inc.	Vibration Monitoring	Y	INDOT
VS Engineering, Inc.	Management & Oversight of Erosion Control & SWPPP Plans	N	-
Washington Township Water Corp.	Utility - Water	Y	INDOT
Whitehead Construction, Inc.(assignment from CRI Construction, LLC)	Concrete Flatwork	N	-
Zayo Group LLC - UTILITY	Utility - Fiber	Y	INDOT
Zeno Digital Solutions	Copiers/Printers	N	
Bam Chase	Service Contract	N	
ERS Radios	Service Contract	N	
SCI REMC	Maint. Facility Utilities Contract	N	
TCF	Equipment Lease Contract	N	
Smithville Communications	Maint. Facility Utilities	N	
City of Bloomington Water	Maint. Facility Utilities	N	
PreCise	MRM Service Contract	N	
TYPSA	Database Service Contract	N	
BF&S	Technical Advisor Service Contract	N	

Altus	Technical Advisor Service Agreement	N	
-------	-------------------------------------	---	--

EXHIBIT 10

RIGHTS, TITLES, INTERESTS ASSIGNED/TRANSFERRED TO IFA

Equipment

Equipment	Assign (Yes/No)
Robotic Total Station (Mfr. Topcon) with accessories	<p>IFA directs that all equipment in this section be assigned to INDOT, however, IFA does not want assignment of any ongoing service contracts with respect to such equipment.</p>
Ref: AF1645	
Model: PS-103-A/PS2	
<i>Kit, PS Robot Accessory</i>	
Ref: FU3174	
<i>Data Collector</i>	
Ref: 163200	
Model: TESLA MSA Series	
<i>Tesla Pole Mount</i>	
<i>Software MAGNET FIELD Basic, Roads, Robotics</i>	
Ref: 163200	
<i>3D Prism</i>	
<i>Prism Pole Bipod 163200</i>	
Robotic Total Station (Mfr. Topcon) with accessories	
Ref: AF1589	
Model: PS-103-A/PS2	
<i>Kit, PS Robot Accessory</i>	
Ref: FU3179	
<i>Data Collector</i>	
Ref: 163292	
Model: TESLA MSA Series	
<i>Tesla Pole Mount</i>	
<i>Software MAGNET FIELD Basic, Roads, Robotics</i>	
Ref: 163292	
<i>3D Prism</i>	
<i>Prism Pole Bipod 163292</i>	
GPS GR-5 Base and Rover System with accessories	
Ser. Num: 1117-22800	
Ser. Num: 1117-22810	
<i>OAF, GR-5, Glonass L1/L2 Tracking</i>	
Ref: 1117-22800	
<i>OAF, GR-5, Glonass L1/L2 Tracking</i>	
Ref: 1117-22801	

<i>Data Collector</i>
Ref: 163289
Model: Tesla Geo
<i>Tesla Pole Mount</i>
<i>Software Magnet Roads and GPS</i>
<i>External Radio Kit, SRL-35</i>
<i>Prism Pole Bipod</i>
GPS Champion with accessories
Ref: TKO 3006356
Radio Ser. Num: 42952
<i>Data Collector</i>
Model: Scepter-S
Ref: 16026480437
<i>Software</i>
<i>Data Collector Cradle with pole Clamp</i>
<i>SECO Cell Phone Case</i>
<i>Carbon Fiber Thumb Release Bipod</i>
GPS Champion with accessories
Ref: TKO 3006318
Radio Ser. Num: 42953
<i>Data Collector</i>
Model: Scepter-S
Ref: 16026480436
<i>Software</i>
<i>Data Collector Cradle with pole Clamp</i>
<i>SECO Cell Phone Case</i>
<i>Carbon Fiber Thumb Release Bipod</i>
Champion Optical Level with accessories
Serial Number: T216977
<i>Tripod Lever Lock (Fiberglass)</i>
<i>Leveling Rod 10ths</i>
<i>Leveling Rod 10ths</i>
Topcon Optical Level
Serial Number: RX3904
Model: AT-B4
Topcon Optical Level
Serial Number: RX3889
Model: AT-B4

Topcon Optical Level	
Serial Number: QQ2084	
Model: AT-B2	

Equipment Leases

Equipment	Lessor	Term	Assign (Yes/No)
Copier C5240A	Zeno Digital Solutions	Expires 12/18/2017	No
Printer (iPF785 MFP, wide format printer)	Zeno Digital Solutions	Expires 1/22/2018	
Copier C5235	Zeno Digital Solutions	Expires 9/1/2017	No
Copier C1020II	Zeno Digital Solutions	Expires 9/1/2017	No
Copier C5235	Zeno Digital Solutions	Expires 9/1/2017	No
Copier C5240	Zeno Digital Solutions	Expires 9/1/2017	No

Real Property Leases/Licenses

Location	Lessor/Licensor	Term	Assignable	Assign (Yes/No)
Project Office	Heintink Properties	Expires 7/31/2017	With Consent	No
Martinsville Office	Prime Site Holdings LLC	Expired March 2017. Currently Holdover Month to Month	N/A	No. Termination notice given June 30.
Shriners Club Zone 2 Office	Stone Belt Shriner's Club, Inc.	Month to Month	Silent	No
PSI Lab	MDV Spartan Nash	Expires July 31,2017	N/A	No. Termination notice given June 30.

Office Furniture and Computer Equipment

Prior to Closing, Design-Builder and IFA shall use their best efforts to determine an inventory of the office furniture and the computer equipment assigned for IFA use at the Project office and set forth in writing those items which IFA wishes to have assigned for its use following closing. Said document shall be appended hereto and made a part hereof.

Operations and Maintenance Equipment

Item	Description
Lease Contract 001-0662661-100; VIN Number 1FVHG3CY1FHGC7398	2015 Freightliner 114 SD, Stellar 108-14-40 Hooklift, Henderson 14' First Response Liquid Ice Control Body, Henderson 14' Mark E Dump Body and

	Henderson 12' Plow
Lease Contract 001-0662661-100; VIN Number 1FVHG3CY3FHGC7399	2015 Freightliner 114 SD, Stellar 108-14-40 Hooklift, Henderson 14' First Response Liquid Ice Control Body, Henderson 14' Mark E Dump Body and Henderson 12' Plow
Lease Contract 001-0662661-101; VIN Number 1FT7W2B65FEB62583	2015 Ford F250, Western Wide Out Plow, Stainless Steel Spreader with 72" Hopper, Salt Dogg #1400701SS
Lease Contract 001-0662661-101; VIN Number 1FT7W2B65FEB62584	2015 Ford F250, Western Wide Out Plow, Stainless Steel Spreader with 96" Hopper, Salt Dogg #1400601SS
Lease Contract 001-0662661-102; VIN Number 1FDUF5HT9FEA64802	2015 Ford F550, Stellar 84-10 Hooklift, Henderson 9' FSM Spreader, Henderson 9' Mark III Dump Body, Henderson 8'/10' Plow, Jjagwing Plow and Knapheide Platform Body
Lease Contract 001-0662661-102; VIN Number 1FDUF5HT0FEA64803	2015 Ford F550, Stellar 84-10 Hooklift, Henderson 9' FSM Spreader, Henderson 9' Mark III Dump Body, Henderson 8'/10' Plow, Jjagwing Plow and Knapheide Platform Body
Leasing Reference 253-7203762 (has been purchased)	2 – Ford F-250 Trucks
Leasing Reference 253-7203772 (has been purchased)	Case 580SN Backhoe
Leasing Reference 153-7203773 (has been purchased)	T60 Bobcat Loader
Leasing Reference 253-7203795 (has been purchased)	Felling Tag Trailer
Leasing Reference 153-7203776 (has been purchased)	John Deere Tractor

Intellectual Property

Item	Owner	Assign (Yes / No)
Engineering drawings, specifications, and other documents prepared by Aztec-Typsa, JV	Aztec-Typsa, JV	Yes

Item	Owner	Assign (Yes / No)
Engineering drawings, specifications, and other documents prepared by DLZ Indiana, LLC for the Project.	DLZ Indiana, LLC	Yes
Appia Construction Software	InfoTech, Inc. through Infrastructure Engineering, Inc.	Yes

Developer and Design-Build Contractor hereby assign/transfer, to the extent assignable or transferable, to IFA and INDOT all rights and licenses to use, reproduce, modify, adapt and disclose, and sublicense others to use, reproduce, modify, adapt and disclose, all drawings, specifications, designs, design documents, record drawings, plans, surveys, reports, studies, calculations, elevations, notes, profiles, cross-sections, typical sections, details, diagrams, and other documents and electronic data of Developer and Design-Build Contractor and their subcontractors and subconsultants pertaining to the Project, including with respect to source code and source code documentation.

Warranties

Developer and Design-Build Contractor hereby assign/transfer, the extent assignable and transferable, to IFA and INDOT all third party warranties, including those provided by subcontractors (at all tiers), suppliers, and vendors on the Project.

Temporary Easements/Rights of Entry

Grantor	Grantee	Parcel Number	Assign (Yes/No)
Beverly K. Glosser	Isolux Corsan, LLC	27	Yes
W. Brent Williams and Lisa F. Williams, husband and wife	Isolux Corsan, LLC	32	Yes
Raymond D. VanPelt	Isolux Corsan, LLC	37	Yes
Wayne L. Vaught and Jody A. Vaught, husband and wife	Isolux Corsan, LLC	38	Yes
The Bill C. Brown Revocable Trust, dated February 28, 1989	Isolux Corsan, LLC	28	Yes
The Bill C. Brown Revocable Trust, dated February 28, 1989	Isolux Corsan, LLC	51	Yes

Grantor	Grantee	Parcel Number	Assign (Yes/No)
MPT of Bloomington, LLC, a Delaware Limited Liability Company	Isolux Corsan, LLC	39	Yes
Monroe Liberty, LLC, an Indiana Limited Liability Company	Isolux Corsan, LLC	52	Yes
C & H Stone Company, Inc.	Isolux Corsan, LLC	54	Yes
Twin Flame Properties, LLC, an Indiana Limited Liability Company	Isolux Corsan, LLC	127	Yes
Hoosier Energy Rural Electric Cooperative, Inc., an Indiana Corporation	Isolux Corsan, LLC	130	Yes
Dustin Devitt	Isolux Corsan, LLC	222	Yes
First American Properties Limited Liability Company, an Indiana Limited Liability Company	Isolux Corsan, LLC	224	Yes
Ben Maldi, Rachid Maldi, Ali Maldi, Chabane Maldi and Dawood Maldi	Isolux Corsan, LLC	232	Yes
Charles R. Shields II and Janna L. Shields, husband and wife	Isolux Corsan, LLC	236	Yes
William M. Oliver and Kathleen M. Oliver, husband and wife	Isolux Corsan, LLC	289	Yes
Hillandale, Inc., an Indiana Corporation	Isolux Corsan, LLC	290	Yes
David A. Devitt (aka David E. Devitt) and Doreen Dotlich Devitt, husband and wife	Isolux Corsan, LLC	298	Yes
Nora Dial	Isolux Corsan, LLC	299	Yes

Grantor	Grantee	Parcel Number	Assign (Yes/No)
Professional Golfcar Corporation, an Indiana Corporation, formerly known as The Bloomington Limestone Corporation	Isolux Corsan, LLC	315	Yes
Dale Bell, Dan Bell (aka Danny Bell, Donnetta L. Bowen (aka)Donetta (Bell) Bowen, David B. Jones (aka David Jones), Shannon VanSant, Stephen Jones (aka Steve Jones) and Debbie Childress Vasquez (fka Debbie Childress)	Isolux Corsan, LLC	403	Yes
Florence S. Jacobs	Isolux Corsan, LLC	404	Yes
Toby M. Rinnert and Ellen M. Rinnert	Isolux Corsan, LLC	405	Yes
Larry R. Eads	Isolux Corsan, LLC	406	Yes
John W. Naylor, Julia R. Anderson, and Naylor Farms, LLC	Isolux Corsan, LLC	407	Yes
Mark Thompson and Elizabeth Thompson, husband and wife	Isolux Corsan, LLC	419 & 419A	Yes
Lois Maxine Williams	Isolux Corsan, LLC	437	Yes
F. Andrew Snooks and Lisa M. Snooks, husband and wife and Gilbert L. Snooks and Paula A. Snooks, husband and wife, as tenants in common	Isolux Corsan, LLC	439	Yes
Clayton J. McGow and Allison M. McGow, husband and wife	Isolux Corsan, LLC	441	Yes
Gilbert L. Snooks and Paula A. Snooks, husband and wife	Isolux Corsan, LLC	442	Yes

Grantor	Grantee	Parcel Number	Assign (Yes/No)
M. Lorraine Ridge, Sole Trustee, the Ralph D. Ridge and M. Lorraine Ridge Living Trust dated May 8, 1998	Isolux Corsan, LLC	443 & 444	Yes
M. Lorraine Ridge, Sole Trustee, the Ralph D. Ridge and M. Lorraine Ridge Living Trust dated May 8, 1998	Isolux Corsan, LLC	443A	Yes
Steven Ridge and Michele Ridge, husband and wife	Isolux Corsan, LLC	446	Yes
Jeremiah D. Young	Isolux Corsan, LLC	452	Yes
Andrew D. Spriggs and Karen A. Spriggs, husband and wife	Isolux Corsan, LLC	453 & 453A	Yes
Rich M. Keith and Cathy J. Keith, husband and wife	Isolux Corsan, LLC	454	Yes
Joseph D. Jackson	Isolux Corsan, LLC	462	Yes
James W. Clemmer	Isolux Corsan, LLC	466	Yes
Ronald L. Gilliland and Janice K. Gilliland, husband and wife	Isolux Corsan, LLC	468	Yes
Donald M. Richardson	Isolux Corsan, LLC	471	Yes
CGI Real Estate Holdings, LLC, an Indiana Limited Liability Company	Isolux Corsan, LLC	483	Yes
Robert E. Yocum, Jr. and Paula D. Yocum, husband and wife	Isolux Corsan, LLC	491	Yes
Paul D. Prather, II and Shawna L. Prather, husband and wife	Isolux Corsan, LLC	495	Yes
Donald E. Grubb and Waneta J. Grubb, husband and wife	Isolux Corsan, LLC	545	Yes
Linda Anderson	Isolux Corsan, LLC	564	Yes
Melvin Maxwell Family Limited Partnership	Isolux Corsan, LLC	651	Yes
L&C Maxwell Farms, Inc.	Isolux Corsan, LLC	653	Yes

Grantor	Grantee	Parcel Number	Assign (Yes/No)
Randy R. Wells, as Trustee, and any successor trustee, of the Randy R. Wells Trust Agreement dated December 27, 2001	Isolux Corsan, LLC	654	Yes

EXHIBIT 11

INSURANCE POLICIES TRANSFERRED AT CLOSING

(The following is the contemplated structure of the Insurance Program)

Zurich	GL04353436	General Liability CCIP	Replaced by Zurich General Liability OCIP
Zurich	WC4353437	Workers Compensation CCIP	Replaced by Zurich Workers Compensation OCIP
Axis	EAU780060012014	Excess	Replaced by new excess policy OCIP
Generali	EXS600008	Excess	Replaced by new excess policy OCIP
Liberty	1000096313	Excess	Replaced by new excess policy OCIP
Endurance	EXC10005267200	Excess	Replaced by new excess policy OCIP
Generali	CAR700017	Builders Risk	Existing Policy Transferred and Extended at Closing
HDI	PID12833	Professional Liability	Existing Policy Transferred and Extended at Closing Or Replaced by new policy or designer's practice policies
Arch	11RRP6263200	Railroad Protective	Replaced by new policy
AIG	CPO14205809	Contractors Pollution	Replaced by new policy

EXHIBIT 12

DEVELOPER GROUP ESCROW AGREEMENT; LETTER OF CREDIT AND ACCOMPANYING DOCUMENTATION

DEVELOPER GROUP ESCROW AGREEMENT

THIS DEVELOPER GROUP ESCROW AGREEMENT ("Agreement"), dated August 3, 2017 (the "Escrow Date"), is by and among **Indiana Finance Authority** (the "IFA"), a body corporate and politic, not a state agency but an instrumentality exercising essential public functions of the State of Indiana, **Liberty Mutual Insurance Company, Fidelity and Deposit Company of Maryland, XL Specialty Insurance Company, and American Home Assurance Company** (collectively, the "Sureties") and **Roadis Transportation Holdings, S.L.U.**, a Spanish company ("Roadis", and collectively with the Sureties, the "Escrow Providers") and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association, as escrow agent hereunder ("Developer Escrow Agent").

RECITALS

WHEREAS, IFA and I69 Development Partners LLC (the "Developer") have entered into a Public Private Agreement I-69 Section 5 Project (the "Project"), dated as of April 8, 2014, as amended (the "Original Agreement"). The Original Agreement provides for the construction and development of Section 5 of I-69 in Indiana.

WHEREAS, the Sureties provided payment, performance and other surety bonds (the "Surety Bonds") in connection with the Project.

WHEREAS, IFA, in its capacity as Issuer (the "Issuer"), issued its Tax-Exempt Private Activity Bonds on July 23, 2014 (the "PABS") to provide a loan to the Developer to finance a portion of the Project.

WHEREAS, Roadis is the indirect parent of Developer.

WHEREAS, the Developer, the Sureties and Isolux Corsan, LLC (the "Design-Build Contractor") (collectively the "Developer Group"), IFA, and U.S. Bank National Association, a national banking association, as Trustee (the "Trustee") and as Collateral Agent (the "Collateral Agent", and together with the Trustee, the "Secured Parties") with respect to the Indenture of Trust, dated as of July 1, 2014 (the "Indenture") between IFA and the Trustee, have entered into a Settlement and Release Agreement (the "Settlement Agreement"), dated as of July 3, 2017 (the "Execution Date"), which contains the terms and provisions for amending the Original Agreement, for defeasing and paying off the PABS, and terminating and extinguishing any rights and obligations contained in any documents executed in connection with the PABS and the Project and other provisions regarding releases of claims and obligations by various parties.

WHEREAS, in order to induce the parties to finalize and enter into the Settlement Agreement, the Escrow Providers have agreed to pay or provide for the deposit with the Developer Escrow Agent of moneys and the Letter of Credit (as defined herein) in the aggregate amount of

\$62,000,000 (the "Escrow Settlement Amount") to Developer Escrow Agent in the manner provided herein.

WHEREAS, the parties desire that the Escrow Settlement Amount be delivered to the Developer Escrow Agent on the dates set forth herein, to be held and disbursed by the Developer Escrow Agent pursuant to the terms hereof.

WHEREAS, the Developer Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and any earnings thereon in accordance with the terms hereof.

WHEREAS, IFA and the Escrow Providers have appointed the Representatives (as defined below) to represent them for all purposes in connection with this Agreement.

WHEREAS, in accordance with the Settlement Agreement, IFA intends to issue its bonds or notes in an amount sufficient, with \$12,212,250 of the Developer Group Escrow Account Funds (as defined herein) to be transferred as provided in Section 4(a), to defease the PABs, at which time the remaining Developer Group Escrow Account Funds shall be disbursed as provided in Section 4 hereof.

WHEREAS, IFA and the Escrow Providers acknowledge that (i) Developer Escrow Agent is not a party to and has no duties or obligations arising under the Original Agreement or the Settlement Agreement, (ii) all references in this Agreement to the Original Agreement and the Settlement Agreement are solely for the convenience of IFA and the Escrow Providers and (iii) Developer Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. In addition to the defined terms contained in the preamble and recitals hereof, the following terms shall have the following meanings when used herein:

"Aztec Claims" means the claims of Aztec-Typsa, JV., including its current or former subcontractors, subconsultants, or suppliers, at any tier on the Project, including the claims pending in U.S. District Court for the Southern District of Indiana, the arbitration proceedings before the International Chamber of Commerce and the notice(s) of retention claim provided to IFA and Developer.

"Business Day" means any day other than a Saturday, a Sunday or a day on which offices of the United States government or the State of Indiana are authorized to be closed or on which commercial banks in New York, New York, Washington, D.C., or the city and state in which the Developer Escrow Agent is located, are authorized or required by law, regulation or executive order to be closed.

"Closing Date" means the date specified by IFA in a notice delivered to the other parties to this Agreement, being the date upon which the PABs are being defeased.

"Covered Subcontractors" means subcontractors on the Project whose claims and/or Pending Invoices are received by or known to IFA prior to the Closing Date and/or disclosed to IFA by Developer, Design-Build Contractor and/or Sureties hereto prior to the Closing Date, as set forth in Schedule F.

"Developer Group Escrow Account" shall mean the account established by the Developer Escrow Agent on the Escrow Date to hold the Developer Group Escrow Account Funds until disbursed pursuant to this Agreement.

"Developer Group Escrow Account Funds" shall mean \$62,000,000, consisting of the Draw Deposit and Sureties Deposit, each as defined in Section 3.

"IFA Representative" shall mean the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by IFA and delivered to Developer Escrow Agent and the other Representatives in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

"Indemnified Party" shall have the meaning set forth in Section 9.

"IRS" shall mean the United States Internal Revenue Service.

"Letter of Credit" shall mean the letter of credit issued by Banco Santander S.A., a copy of which is attached hereto in Schedule D.

"Party" or "Parties" shall mean any or all of IFA, Escrow Providers and Developer Escrow Agent.

"Payment Bond" shall mean the payment bond issued by the Sureties for the Project, identifying Design-Build Contractor as principal and bearing Bond Number 015044788 / 9163558 / SUR7401127 / 913448.

"Pending Invoices" shall mean the invoices of Covered Subcontractors that are set forth in Schedule F, as it may be updated and supplemented following execution of this Agreement until the Closing Date.

"Representatives" shall mean the IFA Representative, the Roadis Representative and the Sureties Representative.

"Roadis Representative" shall mean the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by Roadis and delivered to Developer Escrow Agent and the other Representatives in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

"Sureties Representative" shall mean the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by the Sureties and delivered to Developer Escrow Agent and the other Representatives in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

"Termination Date" shall mean September 1, 2017, or such later date that IFA and Escrow Providers notify the Developer Escrow Agent in writing that such term is modified under the Settlement Agreement.

"Written Direction" shall mean a written direction executed by the appropriate Representatives, as specified in this Agreement, and delivered to Developer Escrow Agent directing Developer Escrow Agent to disburse all or a portion of Developer Group Escrow Account Funds in the manner described herein and Schedule E hereto.

2. Appointment of and Acceptance by Developer Escrow Agent. IFA and the Escrow Providers hereby appoint Developer Escrow Agent to serve as escrow agent hereunder. Developer Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Developer Group Escrow Account Funds in accordance with Section 3, agrees to hold, invest and disburse Developer Group Escrow Account Funds in accordance with this Agreement. The Developer Escrow Agent shall establish the Developer Group Escrow Account on the Escrow Date.

3. Deposit of Developer Group Escrow Account Funds. No later than five (5) Business Days after the Escrow Date, the Sureties shall transfer \$24,500,000 (the "Sureties Deposit") to the Developer Escrow Agent by wire transfer of immediately available funds, which funds shall be deposited into the Developer Group Escrow Account. On the Escrow Date, Roadis shall deposit the original Letter of Credit with the Developer Escrow Agent in the amount of \$37,500,000 and Roadis shall provide the executed opinion letter in the form attached hereto in Schedule D. Immediately upon the Developer Escrow Agent's receipt of the Letter of Credit, the Developer Escrow Agent shall draw the entire amount available under the Letter of Credit and deposit \$37,500,000 into the Developer Group Escrow Account (the "Draw Deposit"). The Sureties Deposit and the Draw Deposit shall equal \$62,000,000 in the aggregate. The Developer Escrow Agent shall maintain the Developer Group Escrow Account as a segregated account designated by Developer Escrow Agent. Immediately upon the making of the Draw Deposit, the IFA signature page to the Settlement Agreement shall be automatically, and without any further action, be released and effective.

4. Disbursements of Developer Group Escrow Account Funds.

a. Disbursement on the Closing Date. On the Closing Date, the Developer Escrow Agent shall disburse \$12,212,250 from the Developer Group Escrow Account Funds in the Developer Group Escrow Account to the Defeasance Escrow Account held by U.S. Bank National Association, as Trustee, according to the Written Direction signed by IFA as set forth on Schedule E hereto to be used towards the defeasance of the PABS.

b. i. Disbursement for Resolution of Pending Invoices claimed by Covered Subcontractors. On the Closing Date, after the disbursement provided for in subparagraph (a) above, the Developer Escrow Agent shall disburse Developer Group Escrow Account Funds in the Developer Group Escrow Account to IFA as provided in subsection (v) below, except as provided in subsections ii., iii. and iv. hereof.

ii. Pending Invoices at Closing. On the Closing Date, the Developer

Escrow Agent shall disburse from the Developer Group Escrow Account those Developer Group Escrow Account Funds, as specified in a Written Direction executed by IFA and the Sureties, to pay or reimburse IFA for the payment of Pending Invoices that IFA has agreed are due and owing.

iii. Pending Invoices Retention. On the Closing Date, the Developer Escrow Agent shall retain in the Developer Group Escrow Account sufficient Developer Group Escrow Account Funds (the “Pending Invoices Retention”), as specified in a Written Direction executed by IFA and the Sureties, to cover any Pending Invoices that remain unresolved as of the Closing Date. After the Closing Date, the Developer Escrow Agent shall, upon receipt of a Written Direction from IFA and the Sureties, disburse some portion or all of the Pending Invoices Retention, as set forth in the Written Direction, to satisfy any Pending Invoices resolved following the Closing Date. When all Pending Invoices have been paid or settled and discharged, the Developer Escrow Agent shall disburse to IFA any remaining Pending Invoices Retention as specified in one or more Written Directions executed by IFA and the Sureties.

iv. Disbursement to Sureties for Claims. On the Closing Date, the Developer Escrow Agent shall, upon a Written Direction from the Sureties, pay the Sureties from the Developer Group Escrow Account an amount of Developer Group Escrow Account Funds as set forth in the Written Direction executed by the Sureties (the “Surety Reimbursement”) for reimbursement to Sureties for any sums paid by Sureties for claims made on the Payment Bond after the execution of the Settlement Agreement and before the Closing Date, but not including the Aztec Claims, after Sureties have reasonably determined such claims to be valid and payable under the terms of the Payment Bond after customary claims adjusting practices and written notice to IFA; provided, however, that IFA shall have the right to object to any Written Direction submitted by the Sureties for reimbursement of any claims on the Payment Bond that the Sureties failed to disclose to IFA prior to the Closing Date. In the event the Developer Escrow Agent receives such written objection from IFA, the Developer Escrow Agent shall continue to withhold the Surety Reimbursement for the particular Payment Bond claim the Sureties failed to disclose until such time that IFA and the Sureties submit a Written Direction to the Developer Escrow Agent certifying that the objection has been resolved and directing the Developer Escrow Agent to release the withheld Surety Reimbursement as agreed upon by IFA and the Sureties and set forth in the Written Direction.

v. Release of Remaining Developer Group Escrow Account Funds. Except as provided in clauses (ii), (iii) or (iv) above, on the Closing Date, Developer Escrow Agent shall disburse the remaining balance of the Developer Group Escrow Account Funds to IFA as provided in a Written Direction executed by IFA and the Sureties according to the payment instructions set forth therein.

c. Disbursement Upon the Termination Date. In the event that the Closing Date has not been realized by 5:00 p.m. (Eastern Standard time) on the Termination Date, the Developer Escrow Agent shall, on the Business Day immediately following the Termination Date, disburse the Developer Group Escrow Account Funds to the Sureties in the amount of the Sureties Deposit and to Roadis in the amount of the Draw Deposit, in each case, to their respective accounts as set forth on Schedule A attached hereto.

d. Disbursement Prerequisites. As of the Escrow Date, Developer Escrow

Agent shall have received reasonable identifying information regarding the recipient of the Developer Group Escrow Account Funds such that Developer Escrow Agent may comply with its regulatory obligations and reasonable business practices, including without limitation a completed IRS Form W-9 or Form W-8, as applicable. No disbursements of funds from Developer Group Escrow Account Funds shall be subject to the fees and claims of Developer Escrow Agent or the Indemnified Parties pursuant to Section 9 and Section 10.

e. Other Limitations on Disbursement. Notwithstanding any provision in this Agreement to the contrary, Developer Escrow Agent is not authorized to disburse all or any portion of the Developer Group Escrow Account Funds until on and after the Closing Date, except as set forth in Section 4(c) hereof.

f. Court Order Disbursement. Notwithstanding any provision in this Agreement to the contrary, Developer Escrow Agent is authorized to disburse all or any portion of Developer Group Escrow Account Funds in accordance with a court order under Section 6.

5. Investment of Funds. From the Escrow Date until the Closing Date, Developer Escrow Agent is directed to hold the Developer Group Escrow Account Funds without investment. After Closing Date, the Developer Escrow Agent is directed to invest and reinvest the Developer Group Escrow Account Funds as directed in writing by IFA. IFA and Escrow Providers acknowledge and agree that Developer Escrow Agent will not provide supervision, recommendations or advice relating to the investment of Developer Group Escrow Account Funds or the purchase, sale, retention or other disposition of any investment. Developer Escrow Agent has no responsibility to determine the value of any investment and makes no representation or warranty, express or implied, as to the accuracy of any valuation or that any valuation necessarily reflects the proceeds that may be received upon the sale of an investment. All investments shall be made in the name of Developer Escrow Agent. Notwithstanding anything to the contrary contained herein, Developer Escrow Agent may, without notice to IFA or Escrow Providers sell or liquidate any investments at any time for any disbursement of Developer Group Escrow Account Funds permitted or required hereunder. All investment earnings shall become part of Developer Group Escrow Account Funds and investment losses shall be charged against Developer Group Escrow Account Funds. Developer Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of any investment. With respect to any Developer Group Escrow Account Funds or investment instruction received by Developer Escrow Agent after 11:00 a.m., Eastern Time, Developer Escrow Agent shall not be required to invest such funds or to effect such investment instruction until the next day upon which Developer Escrow Agent is open to conduct its regular banking business.

6. Suspension of Performance; Disbursement into Court; Compliance with Courts. If at any time, (a) there exists any dispute with respect to the holding or disposition of all or any portion of Developer Group Escrow Account Funds, or any other obligations of Developer Escrow Agent hereunder, (b) Developer Escrow Agent is unable to determine, to its sole satisfaction, the proper disposition of all or any portion of Developer Group Escrow Account Funds or its proper actions with respect to its obligations hereunder, or (c) the Representatives have not, within thirty (30) days of the delivery by Developer Escrow Agent of a notice of resignation, appointed a successor Developer Escrow Agent to act hereunder, then Developer Escrow Agent may, in its

sole discretion, take either or both of the following actions: (1) suspend the performance of any of its obligations under this Agreement (including without limitation any disbursement obligations) until such dispute or uncertainty shall be resolved to the sole satisfaction of Developer Escrow Agent or until a successor Developer Escrow Agent shall have been appointed, and/or (2) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Developer Escrow Agent for instructions with respect to such dispute or uncertainty and, to the extent required or permitted by law, pay all Developer Group Escrow Account Funds to such court, for holding and disposition in accordance with the instructions of such court, after deduction and payment to Developer Escrow Agent of all fees and expenses (including without limitation court costs and attorneys' fees) payable to, incurred by or expected to be incurred by Developer Escrow Agent in connection with the performance of its duties and exercise of its rights hereunder. Developer Escrow Agent shall have no liability to any Party or other person due to any such suspension of performance or disbursement into court, including without limitation liability or claimed liability that may arise due to delay in the disbursement of Developer Group Escrow Account Funds or any other action or inaction of Developer Escrow Agent. Developer Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to Developer Group Escrow Account Funds, without determination by Developer Escrow Agent of such court's jurisdiction in the matter; provided, however, that the Developer Escrow Agent shall provide ten (10) days prior written notice to IFA and the Escrow Providers of any such court order or process before taking any action. If any portion of Developer Group Escrow Account Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then Developer Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it, without the need for appeal or other action; and if Developer Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any Party or other person by reason of such compliance even if such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

7. Resignation or Removal of Developer Escrow Agent. Developer Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days' prior written notice to IFA and Escrow Providers specifying a date when such resignation shall take effect (which shall be no earlier than thirty (30) days following the date of such written notice) and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, Developer Escrow Agent's sole obligation will be to hold Developer Group Escrow Account Funds pending appointment of a successor Developer Escrow Agent. Similarly, Developer Escrow Agent may be removed at any time by IFA giving at least ten (10) days' prior written notice to Developer Escrow Agent and Escrow Providers specifying the date when such removal shall take effect. IFA and Escrow Providers jointly shall appoint a successor Developer Escrow Agent hereunder prior to the effective date of such resignation or removal. If IFA and Escrow Providers fail to appoint a successor Developer Escrow Agent within such time, Developer Escrow Agent shall have the right to petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses (including without limitation attorneys' fees) related to such petition shall be paid jointly and severally by Escrow Providers. The retiring Developer Escrow Agent shall transmit all records pertaining to Developer Group

Escrow Account Funds and shall pay all Developer Group Escrow Account Funds to the successor Developer Escrow Agent, after making copies of such records as the retiring Developer Escrow Agent deems advisable. After any retiring Developer Escrow Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Developer Escrow Agent under this Agreement.

8. Liability of Developer Escrow Agent. Developer Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Developer Escrow Agent's permissive rights shall not be construed as duties. Developer Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of Developer Group Escrow Account Funds in accordance with Developer Escrow Agent's customary practices in accordance with the terms of this Agreement. Developer Escrow Agent has no fiduciary or discretionary duties of any kind. Developer Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation the Original Agreement or any other agreement between any or all of the Parties or any other persons even though reference thereto may be made herein and whether or not a copy of such agreement has been provided to Developer Escrow Agent. Developer Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Developer Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, subject to no further appeal, that Developer Escrow Agent's gross negligence or willful misconduct in connection with its material breach of this Agreement was the sole cause of loss to IFA and Escrow Providers. Developer Escrow Agent may retain and act hereunder through agents, and shall not be responsible for or have any liability with respect to the acts of such agents retained by Developer Escrow Agent in good faith. Developer Escrow Agent shall not be responsible for or have any duty to make any calculation under this Agreement unless specifically memorialized as Developer Escrow Agent's duty hereunder, or to determine when or how any calculation should be made, or to verify any such calculation. Developer Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Developer Escrow Agent believes to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Developer Escrow Agent be liable for (a) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Developer Escrow Agent to have been created by or on behalf of IFA or Escrow Providers, (b) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including but not limited to lost profits), even if Developer Escrow Agent has been advised of the likelihood of such damages, or (c) any amount greater than the value of Developer Group Escrow Account Funds then held by Developer Escrow Agent. Developer Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or other disasters. Developer Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with Developer Group Escrow Account Funds or this Agreement, or to appear in, prosecute or defend any such legal action or proceeding, or to take any other action that in Developer Escrow Agent's sole judgment may expose it to potential expense or liability. Developer Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of

the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any Party, and shall incur no liability in acting in in good faith in accordance with the advice of such counsel. IFA and Escrow Providers, jointly and severally, shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. The Developer Escrow Agent may refuse to perform any duty or exercise any right or power which would require it to expend its own funds or risk any liability if it shall reasonably believe that repayment of such funds or adequate indemnity against such risk is not reasonably assured to it.

9. Indemnification of Developer Escrow Agent. a. Subject to the allocation set forth in subsection (b) hereof, IFA and Escrow Providers shall, to the fullest extent permitted by law, indemnify and hold harmless Developer Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Developer Escrow Agent (each, an "Indemnified Party") upon demand against any and all actions, claims (whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind (including without limitation attorneys' fees) incurred by or asserted against any Indemnified Party, whether direct or indirect, in any way relating to any claim, demand, suit, action, proceeding, inquiry or investigation, threatened, asserted or initiated by any person, including without limitation the IFA or Escrow Providers, arising from or in connection with this Agreement or any transaction contemplated herein, whether or not any such Indemnified Party is a party to any such suit, action or proceeding or a target of any such inquiry or investigation; *provided, however*, that no Indemnified Party shall be indemnified hereunder to the extent any liability is finally determined by a court of competent jurisdiction not subject to appeal to have been directly caused by the gross negligence or willful misconduct of such Indemnified Party in connection with Developer Escrow Agent's material breach of this Agreement. The IFA and Escrow Providers further agree, to the extent of their own liability, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorney's fees, incurred by such Indemnified Party in connection with the enforcement of the IFA or Escrow Providers' obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the IFA and Escrow Providers in the manner provided in subsection (b). The obligations of the IFA and Escrow Providers under this Section shall survive any termination of this Agreement and the resignation or removal of Developer Escrow Agent. The IFA and Escrow Providers agree that neither the payment by the IFA and Escrow Providers of any claim by an Indemnified Party for indemnification hereunder nor the disbursement of any amounts to an Indemnified Party from Developer Group Escrow Account Funds in respect of a claim for indemnification shall impair, limit, modify or affect, as between the IFA or Escrow Providers, the respective rights and obligations of the IFA and Escrow Providers.

b. IFA, Roadis and the Sureties agree that any amounts owed to Developer Escrow Agent under this Section 9 shall be shared equally by each of IFA, Roadis and the Sureties, 1/3rd each.

10. Compensation of Developer Escrow Agent.

a. Fees and Expenses. IFA and Escrow Providers agree to compensate Developer Escrow Agent upon demand for its services hereunder in accordance with Schedule B attached hereto. The obligations of IFA and Escrow Providers under this Section shall survive any termination of this Agreement and the resignation or removal of Developer Escrow Agent.

IFA, Roadis and the Sureties agree that the expenses incurred under this Section 10(a) shall be shared equally by each of IFA, Roadis and the Sureties, 1/3rd each.

b. Disbursements from Developer Group Escrow Account Funds to Pay Developer Escrow Agent. Developer Escrow Agent is **not** authorized to, and may **not** disburse to itself from Developer Group Escrow Account Funds, from time to time, for any compensation and reimbursement of expenses due and payable hereunder (including any amount to which Developer Escrow Agent or any Indemnified Party is entitled to seek indemnification hereunder).

11. Representations and Warranties. IFA and Escrow Providers each respectively represent and warrant to Developer Escrow Agent, as applicable, that (a) it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder, and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms; (b) each of the applicable persons designated on Schedule C hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any Written Direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as its authorized representative under this Agreement, all without further consent or direction from, or notice to, it or any other person; (c) no change in designation of such authorized representatives shall be effective until written notice of such change is delivered to each other Party pursuant to Section 13 hereof and Developer Escrow Agent has had reasonable time to act upon it; and (d) it will perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Developer Escrow Agent may reasonably request in connection with its duties hereunder.

12. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Developer Escrow Agent requires documentation to verify its formation and existence as a legal entity. Developer Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. IFA and Escrow Providers agree to provide all information requested by Developer Escrow Agent in connection with any legislation or regulation to which Developer Escrow Agent is subject, in a timely manner.

13. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing (provided that any communication sent to Developer Escrow Agent hereunder must be in the form of a manually signed document or electronic copy thereof), in English, and shall be delivered by (a) personal delivery, or (b) nationally recognized overnight courier service, or (c) certified or registered mail, return receipt requested, or (d) facsimile transmission, with confirmed receipt, or (e) email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatic "read receipt" or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Such notices shall be sent to the applicable Party or Parties at the address specified below:

If to IFA or IFA Representative at:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Public Finance Director
Telephone: 317-233-4332
Facsimile: 317-232-6786
E-mail: ifa@ifa.in.gov

If to Roadis or Roadis Representative at:

Roadis Transportation, S.L.U.
C/ Hernani, 59
28020 Madrid (Spain)
Attention: Eduard Soler, CFO
Telephone: +34 911714792
E-mail: esoler@roadis.com

If to Sureties or Sureties Representative:

Liberty Mutual Insurance Company
ATTN: Carolyn Banks
1001 4th Avenue, Suite 3800
Seattle, Washington 98154
Telephone: (425) 943-6221
Email: Carolyn.Banks@LibertyMutual.com

If to Developer Escrow Agent at:

The Bank of New York Mellon Trust Company, N.A., as Developer
Escrow Agent
ATTN: Corporate Trust
300 N. Meridian Street, Suite 910
Indianapolis, Indiana 46204
Telephone: (317) 637-7778
Facsimile: (317) 637-9820
E-mail: derick.rush@bnymellon.com

or to such other address as each Party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received. IFA and the Escrow Providers agree to assume risks arising out of their use of electronic methods to submit instructions and directions to Developer Escrow Agent.

14. Optional Security Procedures. In the event instructions, including funds transfer instructions, address changes or changes in contact information, are given to Developer Escrow Agent (other than in writing at the time of execution of this Agreement), Developer Escrow Agent

is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule C hereto, and Developer Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Developer Escrow Agent and shall be effective only after Developer Escrow Agent has a reasonable opportunity to act upon such changes. If Developer Escrow Agent is unable to contact any of the designated representatives identified in Schedule C, Developer Escrow Agent is hereby authorized but under no duty to seek confirmation of such instructions by telephone call-back to any one or more of IFA's or Escrow Providers' Representatives, as the case may be. IFA and Escrow Providers agree that Developer Escrow Agent may at its option record any telephone calls made pursuant to this Section. Developer Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by IFA and Escrow Providers to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. Developer Escrow Agent may disburse any Developer Group Escrow Account Funds in accordance with any payment instruction it executes using any such identifying numbers, even when their use may result in a person other than the intended beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or intermediary bank so designated. The Parties acknowledge that these optional security procedures are commercially reasonable.

15. Binding Effect; Successors. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If Developer Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow appointment contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Developer Escrow Agent.

16. Amendment, Waiver and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, terminated or varied in any manner whatsoever unless in writing duly signed by each Party. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of this Agreement, or of such terms and conditions on any other occasion. Except as otherwise expressly provided in the last sentence of Section 15 hereof, this Agreement may not be assigned by any Party without the written consent of the other Parties.

17. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

18. Governing Law; Consent to Jurisdiction and Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Indiana without giving effect to the conflict of laws principles thereof that would require the application of any other laws. Each Party irrevocably (a) consents to the exclusive jurisdiction and venue of the Marion County, Indiana Circuit/Superior Court located in Marion County, Indiana in connection

with any matter based upon or arising out of this Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any legal proceedings related hereto except in such courts and (d) consents to and agrees to accept service of process to vest personal jurisdiction over them in any such courts made in the manner provided by for the giving of notice in Section 13.

19. Entire Agreement, No Third Party Beneficiaries. This Agreement constitutes the entire agreement between the Parties relating to the depositing, holding, investment and disbursement of Developer Group Escrow Account Funds and sets forth in their entirety the obligations and duties of Developer Escrow Agent with respect to Developer Group Escrow Account Funds; provided, however, that notwithstanding anything in this Agreement, all Parties other than the Developer Escrow Agent are parties to the Settlement Agreement and other agreements that impact the rights and obligations of Parties other than the Developer Escrow Agent. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20. Execution in Counterparts, Facsimiles. This Agreement, any schedule hereto, and any joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. The delivery of copies of this Agreement, and schedules hereto, and any joint Written Direction and their respective signature pages as a PDF attachment to an email or by facsimile transmission in accordance with Section 13 shall constitute effective execution and delivery and may be used in lieu of originals for all purposes. The Developer Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means. If the IFA and/or Escrow Providers, as applicable, elects to give the Developer Escrow Agent Instructions using Electronic Means and the Developer Escrow Agent in its discretion elects to act upon such Instructions, the Developer Escrow Agent's understanding of such Instructions shall be deemed controlling. The IFA and the Escrow Providers understand and agree that the Developer Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Developer Escrow Agent shall conclusively presume that directions that purport to have been sent by an applicable person designated on Schedule C. The IFA and the Escrow Providers shall be responsible for ensuring that only such persons designated on Schedule C transmit such Instructions to the Developer Escrow Agent and that the IFA, the Escrow Providers and such persons are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the IFA and/or the Escrow Providers, as applicable. The Developer Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Developer Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The IFA and the Escrow Providers agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Developer Escrow Agent, including without limitation the risk of the Developer Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods

of transmitting Instructions to the Developer Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the IFA and/or the Escrow Providers, as applicable; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Developer Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Developer Escrow Agent, or another method or system specified by the Developer Escrow Agent as available for use in connection with its services hereunder.

21. Termination. This Agreement shall terminate upon the distribution of all Developer Group Escrow Account Funds pursuant to any applicable provision of this Agreement, and Developer Escrow Agent shall thereafter have no further obligation or liability with respect to this Agreement or the Developer Group Escrow Account Funds. At the time of termination, Developer Escrow Agent shall render a final report, with notice to IFA and the Escrow Providers.

22. Dealings. Developer Escrow Agent and any stockholder, director, officer or employee of Developer Escrow Agent may buy, sell and deal in the securities of any other Party and become pecuniarily interested in any transaction in which any Party may be interested, and contract and lend money to any Party and otherwise act as fully and freely as though it were not Developer Escrow Agent hereunder. Nothing herein shall preclude Developer Escrow Agent from acting in any other capacity for any Party or any other person.

23. Statements; Brokerage Confirmation Waiver. IFA and Escrow Providers acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the right to receive brokerage confirmations for certain security transactions as they occur, IFA and Escrow Providers waive receipt of such confirmations to the extent permitted by law. Developer Escrow Agent will furnish the IFA and Escrow Providers periodic cash transaction statements that include detail for all investment transactions made by Developer Escrow Agent. Receipt, investment and disbursement of Developer Group Escrow Account Funds shall be confirmed by Developer Escrow Agent by an account statement, and IFA and Escrow Providers will inform Developer Escrow Agent in writing of any error, omission or inaccuracy in any such account statement within ninety (90) days after receipt thereof else such account statement shall be deemed confirmed and approved by the IFA and Escrow Providers. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such period.

24. Tax Reporting. Developer Escrow Agent shall have no responsibility for the tax consequences of this Agreement and the IFA and Escrow Providers shall consult with independent counsel concerning any and all tax matters. IFA and Escrow Providers shall provide Developer Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Developer Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations. IFA and Escrow Providers have determined that any interest or income on Developer Group Escrow Account Funds shall be reported on an accrual basis and deemed to be for the account of

IFA. IFA and Escrow Providers shall prepare and file their applicable filings with the IRS and any other applicable taxing authority; *provided further*, that they agree that:

a. Developer Escrow Agent IRS Reporting. IFA and Escrow Providers shall accurately and timely provide Developer Escrow Agent with all information requested by Developer Escrow Agent in connection with the preparation and filing with the IRS of applicable Form 1099 and Form 1042-S documents with respect to all distributions and the performance of Developer Escrow Agent's reporting obligations under the Foreign Account Tax Compliance Act and Foreign Investment in Real Property Tax Act or other applicable U.S. federal law or regulation.

b. Withholding Requests and Indemnification. IFA and Escrow Providers jointly and severally agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement, (ii) request Developer Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise Developer Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations, and (iii) indemnify and hold the Indemnified Parties harmless from any liability or obligation related to taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Developer Escrow Agent, which indemnification is in addition to other indemnification provisions of this Agreement and shall survive the resignation or removal of Developer Escrow Agent and the termination of this Agreement.

c. Imputed Interest. To the extent that IRS imputed interest regulations apply, IFA shall so inform Developer Escrow Agent in writing, provide Developer Escrow Agent with all imputed interest calculations and direct Developer Escrow Agent to disburse imputed interest amounts as the IFA directs. Developer Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information.

25. WAIVER OF TRIAL BY JURY. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS HEREUNDER WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

26. Publicity. No Party will (a) use any other Party's proprietary indicia, trademarks, service marks, trade names, logos, symbols or brand names, or (b) refer to or identify any other Party in advertising, publicity releases, promotional or marketing publications or correspondence with third parties, without, in each case, securing the prior written consent of such other Party, except as may be required by law.

27. Construction. Words used in the singular number may include the plural and the plural may include the singular. The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement. All references to sections refer to sections of this Agreement unless expressly stated otherwise.

28. Waiver of Immunity. To the extent that in any jurisdiction any Party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each Party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

29. Escheat. IFA and Escrow Providers acknowledge that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the State of Indiana. Developer Escrow Agent shall have no liability to the IFA and Escrow Providers, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of Developer Group Escrow Account Funds escheat by operation of law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first above written.

"SURETIES"

Liberty Mutual Insurance Company

By: _____
Name: John A. McDevitt
Title: Regional Vice President

Fidelity and Deposit Company of Maryland

By: _____
Name: _____
Title: _____

XL Specialty Insurance Company

By: _____
Name: _____
Title: _____

American Home Assurance Company

By: _____
Name: _____
Title: _____

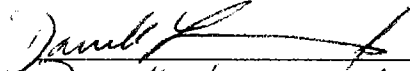
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first above written.

"SURETIES"

Liberty Mutual Insurance Company

By: _____
Name: _____
Title: _____

Fidelity and Deposit Company of Maryland

By:  _____
Name: Darrell Leonard
Title: Senior Claims Counsel

XL Specialty Insurance Company

By: _____
Name: _____
Title: _____

American Home Assurance Company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first above written.

"SURETIES"

Liberty Mutual Insurance Company

By: _____
Name: _____
Title: _____

Fidelity and Deposit Company of Maryland

By: _____
Name: _____
Title: _____

XL Specialty Insurance Company

By: _____
Name: John P. Rogers
Title: Casualty Practice Lead & Head of Surety Claims for North America

American Home Assurance Company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first above written.

"SURETIES"

Liberty Mutual Insurance Company

By: _____
Name: _____
Title: _____


Fidelity and Deposit Company of Maryland

By: _____
Name: _____
Title: _____

XL Specialty Insurance Company


By: _____
Name: _____
Title: _____

American Home Assurance Company

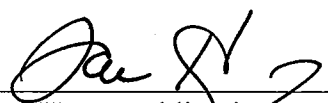
By:  _____
Name: David Koziel
Title: SVP Surety Claims

"IFA"

Indiana Finance Authority

By 
Micah G. Vincent, Chairman

Attest:


Dan Huge, Public Finance Director
of the State of Indiana

Developer Group Escrow Agreement – I-69 Project

"ROADIS"

Roadis Transportation Holding S.L.U.

By:

Name: JOSÉ ANTONIO LABARRA BLANCO

Title: CEO

Developer Group Escrow Agreement -- I-69 Project

"DEVELOPER ESCROW AGENT"

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
as Developer Escrow Agent**

By: Nancy Storms
Name: Nancy Storms
Title: AUTHORIZED OFFICER

Developer Group Escrow Agreement – I-69 Project

SCHEDULE A

Payment Instructions

Payment Instructions for Disbursements to Indiana Finance Authority:

Payment Instructions, including:	Reference/Comment
<ul style="list-style-type: none">• Receiving bank name• Receiving bank ABA number• Beneficiary account number• Beneficiary account name• Beneficiary street address (PO Box is not acceptable)	THE BANK OF NEW YORK MELLON ABA 021 000 018 FOR FINAL CREDIT: 1444338400 ACCOUNT NAME: IFA I-69 SECTION 5 ATTN: DERICK RUSH 317-637-7778 300 NORTH MERIDIAN STREET, SUITE 910 INDIANAPOLIS, IN 46204

**Payment Instructions for Disbursements to Indiana Finance Authority regarding
Subcontractor Pending Invoices:**

Payment Instructions, including:	Reference/Comment
<ul style="list-style-type: none">• Receiving bank name• Receiving bank ABA number• Beneficiary account number• Beneficiary account name• Beneficiary street address (PO Box is not acceptable)	THE BANK OF NEW YORK MELLON ABA 021 000 018 FOR FINAL CREDIT: 1444338400 ACCOUNT NAME: IFA I-69 SECTION 5 ATTN: DERICK RUSH 317-637-7778 300 NORTH MERIDIAN STREET, SUITE 910 INDIANAPOLIS, IN 46204

Payment Instructions for Disbursements to Sureties and Roadis upon Termination Date:

Payment Instructions for Roadis:	
---	--

<ul style="list-style-type: none"> • Receiving bank name • Bank address • Receiving bank ABA number • Beneficiary account number • IBAN • BIC Code • Beneficiary account name • Beneficiary street address (PO Box is not acceptable) 	<p>BANCO SANTANDER C/ Jacinto Benavente,2 NA 0049 1500 03 2810468562 ES08 0049 1500 0328 1046 8562 BSCHEMM ROADIS Transportation Holding SL Hernani, 59 4th fl – 28020 Madrid</p>
<p>Payment Instructions for Sureties:</p> <ul style="list-style-type: none"> • Receiving bank name • Receiving bank address • Receiving bank ABA number • Beneficiary account number • Beneficiary account name <p>Beneficiary street address (PO Box is not acceptable)</p>	<p>JP Morgan Chase 1 Chase Manhattan Plaza, 8th Floor New York, NY 10005 Routing 021000021 Account 967386038 Liberty Mutual Insurance Company Box # 25738</p>

SCHEDULE B

Schedule of Fees for Services as Developer Escrow Agent

A. Administration Fee, One-Time: \$3,500

The one-time administration fee covers the routine duties of Developer Escrow Agent associated with the administration of the account. Administration fees are payable in advance. In the event that the Agreement is not terminated within two years, then an additional administrative fee of \$1,000 shall be due for each year or part thereof. This assumes that Developer Escrow Agent will be directed to invest in an automated sweep vehicle available through Developer Escrow Agent's trust accounting system.

**B. Disbursement Processing Fees (if any): \$100 per disbursement *in excess*
of six disbursements per year**

The first six (6) disbursements per year are included within the administration fee. Disbursement processing fees after six disbursements per year (if any) will be billed in arrears. This includes payment by check or wire.

C. Out-of-Pocket Expenses (if any): At Cost

Reimbursement of expenses associated with Developer Escrow Agent's acceptance, administration of, or performance under the Agreement, including without limitation fees and expenses of legal counsel, accountants and other agents, tax preparation, reporting and filing, and filing and recording fees, will be billed at cost.

Extraordinary services are responses to requests, inquiries or developments, or the carrying out of duties or responsibilities of an unusual nature, including termination, which may or may not be provided for in the governing documents, or are not routine or undertaken in the ordinary course of business. Payment of fees for extraordinary services is appropriate where particular requests, inquiries or developments are unexpected, even if the possibility of such things could have been foreseen at the inception of the transaction. A reasonable charge will be assessed and collected based on the nature of the extraordinary service. At our option, these charges will be billed at a flat fee or at Developer Escrow Agent's hourly rate then in effect. Extraordinary services might include, without limitation, amendments or supplements, specialized reporting, non-routine calculations, foreign wire transfers, processing of IRS Form W-8IMY, use investments not automated with Developer Escrow Agent's trust accounting system, and actual or threatened litigation or arbitration proceedings.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. Developer Escrow Agent may also ask to see financial statements, licenses,

identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

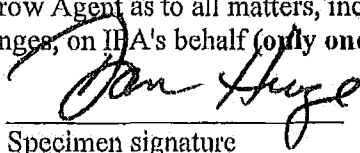
SCHEDULE C

Authorized Representatives

IFA Representative:

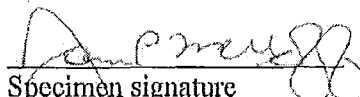
Each of the following person(s) is an **IFA Representative** authorized to execute documents and direct Developer Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on IFA's behalf (**only one signature required**):

Dan Hugel
Name


Specimen signature

317-234-2916
Telephone No.

JAMES P MCGOFF
Name


Specimen signature

317-233-4337
Telephone No.

MARK PASCAROLA
Name


Specimen signature

317-234-2228
Telephone No.

(Note: if only one person is identified above, provide the following information)

The following person not listed above is authorized for call-back confirmations:

Name

Telephone Number

Roadis Representative:

Each of the following person(s) is a **Roadis Representative** authorized to execute documents and direct Developer Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Roadis' behalf (**only one signature required**):

Name

Specimen signature

Telephone No.

Name

Specimen signature

Telephone No.

Name

Specimen signature

Telephone No.

(Note: if only one person is identified above, provide the following information)

The following person not listed above is authorized for call-back confirmations:

Name

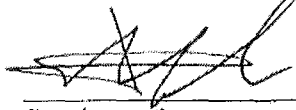
Telephone Number

Authorized Representatives

Roadis Representative:

Each of the following person(s) is a **Roadis Representative** authorized to execute documents and direct Developer Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Roadis' behalf (**only one signature required**):

MIGUEL GARRIDO ESTIA
Name


Specimen signature

+34911714751
Telephone No.

MARÍA GUTIÉRREZ SOJO
Name


Specimen signature

+34911714756
Telephone No.

Name

Specimen signature

Telephone No.

(Note: if only one person is identified above, provide the following information)
The following person not listed above is authorized for call-back confirmations:

Name

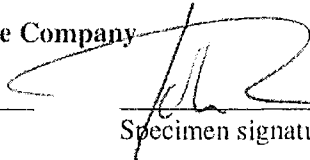
Telephone Number

Sureties Representative:

Each of the following person(s) is a **Sureties Representative** for the entity listed, authorized to execute documents and direct Developer Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on the applicable Surety's behalf (**only one signature required per entity**):

Liberty Mutual Insurance Company

John A. McDevitt
Name


Specimen signature

617-243-7918
Telephone No.

Name

Specimen signature

Telephone No.

Name

Specimen signature

Telephone No.

Fidelity and Deposit Company of Maryland

Name

Specimen signature

Telephone No.

Name

Specimen signature

Telephone No.

Name

Specimen signature

Telephone No.

XL Specialty Insurance Company

Name

Specimen signature

Telephone No.

Name

Specimen signature

Telephone No.

Name

Specimen signature

Telephone No.

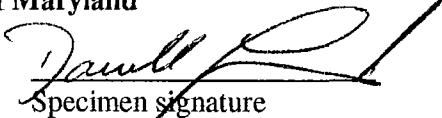
Sureties Representative:

Each of the following person(s) is a **Sureties Representative** for the entity listed, authorized to execute documents and direct Developer Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on the applicable Surety's behalf (**only one signature required per entity**):

Liberty Mutual Insurance Company

_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.

Fidelity and Deposit Company of Maryland

<u>Darrell Leonard</u> Name	 Specimen signature	<u>1-800-654-5135 x 2</u> Telephone No.
--------------------------------	--	--

_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.

XL Specialty Insurance Company

_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.

Sureties Representative:

Each of the following person(s) is a **Sureties Representative** for the entity listed, authorized to execute documents and direct Developer Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on the applicable Surety's behalf (**only one signature required per entity**):

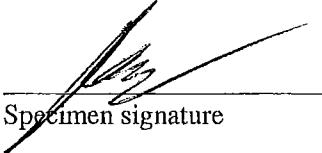
Liberty Mutual Insurance Company

_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.


Fidelity and Deposit Company of Maryland

_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.

XL Specialty Insurance Company

<u>John P. Rogers</u>		<u>860-293-6276</u>
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.

American Home Assurance Compa:

David Koziel		201-631-4400
_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.

(Note: if only one person per entity is identified above, provide the following information)
The following person not listed above is authorized for call-back confirmations

Name

Telephone Number

SCHEDULE D

Letter of Credit and Opinion Letter

SCHEDULE E

Form of Written Direction

NO. _____

The Bank of New York Mellon Trust Company, N.A.
300 N. Meridian Street, Suite 910
Indianapolis, Indiana 46204
Attn: Corporate Trust Department

Re: Developer Group Escrow Agreement dated August 3, 2017

Ladies and Gentlemen:

This direction for disbursement is submitted to you pursuant to Section ___ of the Developer Group Escrow Agreement ("Agreement"), dated August 3, 2017, by and among Indiana Finance Authority (the "IFA"), Liberty Mutual Insurance Company, Fidelity and Deposit Company of Maryland, XL Specialty Insurance Company, and American Home Assurance Company (collectively, the "Sureties") and Roadis Transportation Holdings, S.L.U., a Spanish company ("Roadis", and collectively with the Sureties, the "Escrow Providers") and The Bank of New York Mellon Trust Company, N.A., as escrow agent thereunder ("Developer Escrow Agent"). You are hereby directed to make the disbursements listed on Schedule I hereto from the Developer Group Escrow Account as provided in the Agreement. This Written Direction is signed by the parties who are authorizing the disbursement of Developer Group Escrow Funds.

_____ IFA informs the Developer Escrow Agent that the Closing Date is _____, 2017, and directs the Developer Escrow Agent to pay as provided in Section 4(a) \$12,212,250 to the Defeasance Escrow Account as follows to be used towards defeasance of the PABS:

US BANK N.A.
Minneapolis MN
ABA 091000022
For further credit to
US Bank Trust N.A.
Acct# 180121167365
Ref: IFA I-69 Def. Escrow
Attn: Sharada Joshi

_____ IFA and the Sureties direct the Developer Escrow Agent to pay or reimburse IFA as provided in Section 4(b)(ii), for the Pending Invoices attached hereto in the total amount of \$_____ that have been paid, settled or discharged by IFA.

_____ IFA and the Sureties direct the Developer Escrow Agent to retain as provided in Section 4(b)(iii) \$_____ as the Pending Invoice Retention in the Developer Group Escrow Account.

_____ IFA and the Sureties direct the Developer Escrow Agent to pay or reimburse IFA as provided in Section 4(b)(iii), for the Pending Invoices attached hereto in the total amount of \$_____ that have been paid, settled or discharged and shall retain the remaining \$_____ of the Pending Invoice Retention in the Developer Group Escrow Account.

_____ IFA and the Sureties hereby certify that all Pending Invoices have been paid or settled and discharged and direct the Developer Escrow Agent to pay as provided in Section 4(b)(iii), the remaining \$_____ of the Pending Invoice Retention to IFA.

_____ Sureties direct the Developer Escrow Agent to pay as provided in Section 4(b)(iv), the sum of \$_____ to whichever Surety specified on Schedule I as Surety Reimbursement for claim(s) made on a paid under the Payment Bond after the execution of the Settlement Agreement, but not including the Aztec Claims. The Sureties have reasonably determined such claims to be valid and payable under the terms of the Payment Bond after customary claims adjusting practices and have notified IFA of the same.

_____ IFA and the Sureties direct the Developer Escrow Agent to pay to IFA all remaining Developer Escrow Account Funds in the amount of \$_____ as provided in Section 4(b)(v).

Dated: _____, 2017

"SURETIES"

Liberty Mutual Insurance Company

By: _____
Name: _____
Title: _____

Fidelity and Deposit Company of Maryland

By: _____
Name: _____
Title: _____

XL Specialty Insurance Company

By: _____
Name: _____
Title: _____

American Home Assurance Company

By: _____
Name: _____
Title: _____

"IFA"

Indiana Finance Authority

By: _____
Name: _____
Title: _____

Schedule I

SCHEDULE F

Pending Invoices by Covered Subcontractors

Contractor	Description	Amount
Crider & Crider, Inc.	Title 32 / PLN Claims	\$10,535,618.61
E&B Paving	Title 32 / PLN Claims	\$2,114,866.67
Force Construction	Title 32 / PLN Claims	\$5,135,487.07
DLZ	Title 32 lien and/or PLN	\$958,013.35
Total		\$18,743,985.70

EXHIBIT 13

BOND AND RELATED DOCUMENTS TO BE RELEASED UPON CLOSING

- (1) Indenture of Trust dated as of July 1, 2014, between the IFA and the Trustee.
- (2) Senior Loan Agreement dated as of July 1, 2014, between the IFA and the Developer.
- (3) Continuing Disclosure Agreement made as of July 23, 2014, the IFA, U.S. Bank National Association and the State of Indiana (the “Continuing Disclosure Agreement”).
- (4) Borrower Continuing Disclosure Agreement dated as of July 23, 2014, between the Developer and U.S. Bank National Association (the “Borrower Continuing Disclosure Agreement”).
- (5) Public-Private Agreement (I-69 Section 5 Project) dated as of April 8, 2014, as amended, between the Developer and the IFA, as Contracting Authority.
- (6) Design-Build Contract dated as of April 8, 2014, as amended, between the Developer and the Design-Build Contractor.
- (7) Bond Purchase Agreement, dated July 9, 2014, among IFA, the Developer, Citigroup Global Markets Inc. and Jefferies LLC.
- (8) Security Documents identified in Exhibit 1

EXHIBIT 14

BONDHOLDER RELEASE OF CLAIMS

Indiana Finance Authority

Tax-Exempt Private Activity Bonds

(I-69 Section 5 Project), Series 2014

This Bondholder Release of Claims (this "Release") is provided by or on behalf of the bondholder identified in the signature block below (the "Bondholder"), being the beneficial owner of the aggregate principal amount of Indiana Finance Authority Tax-Exempt Private Activity Bonds (I-69 Section 5 Project), Series 2014 (the "Bonds) designated in Exhibit A hereto ("Bondholder's Bonds").

RECITALS

A. The Indiana Finance Authority ("IFA") and I-69 Development Partners LLC (the "Developer") entered into the Public Private Agreement, dated as of April 8, 2014, as amended (the "PPA") for design, construction, operation, management and financing of the I-69 Section 5 Project (the "Project") as provided therein; and

B. The Developer and Corsán-Corviam Construcción, S.A. ("CCC") entered into the Design-Build Contract I-69 Section 5 Project dated as of April 8, 2014 ("DBC Contract"); and

C. On July 1, 2014, CCC assigned the DBC Contract to Isolux Corsan LLC (the "Design-Build Contractor"); and

D. Performance, payment and other bonds (the "Surety Bonds") were procured by Design-Build Contractor for the Project and issued by Liberty Mutual Insurance Company, Fidelity and Deposit Company of Maryland, XL Specialty Insurance Company, The Insurance Company of the State of Pennsylvania and American Home Assurance Company (collectively, the "Sureties"); and

E. On July 23, 2014, the IFA issued the Bonds pursuant to an Indenture of Trust dated as of July 1, 2014 (as amended pursuant to the Settlement Agreement described below, the "Indenture") between the IFA and U.S. Bank National Association (the "Trustee") and the proceeds of the Bonds were loaned to Developer pursuant to a Senior Loan Agreement dated as of July 1, 2014 (the "Loan Agreement") between the IFA and Developer, which provided a portion of the financing of the Project; and

F. Issues, disputes and claims have arisen regarding the Project and the Bonds, culminating in a Settlement and Release Agreement, dated as of July 3, 2017 (the "Settlement Agreement") among various interested parties, including U.S. Bank National Association, as Trustee, Collateral Agent, Securities Intermediary and Creditor Representative (the "Secured Parties") acting at the direction and with the consent of the Bondholder and other Consenting Bondholders described in the Settlement Agreement, becoming effective, and pursuant to the Settlement Agreement the PPA has been terminated and the Bonds have been defeased.

RELEASE

Now, therefore, in consideration of the foregoing premises, and other good and valuable consideration, including the deposit of the Defeasance Amount into the Defeasance Escrow Account (each as defined in the Settlement Agreement), the receipt of which is hereby acknowledged by Bondholder:

1. Bondholder represents and warrants that it is the beneficial owner of Bondholder's Bonds on the date of this release and has authority to execute and deliver this Release.
2. Bondholder acknowledges, in reliance on the defeasance opinion of Ice Miller LLP and the Defeasance Escrow Agreement, that the Bonds have been defeased on the date of this release in accordance with the defeasance provisions of the Indenture.
3. In reliance on the defeasance provisions of the Indenture, the Bondholder directs the Secured Parties to terminate, or consent to the termination of, all of the "Terminated Agreements" set forth in Exhibit B, subject to the provisions of Section 29 of the Settlement Agreement.
4. Bondholder for itself, and its representatives, officers, directors, partners, employees, agents, predecessors, parents, successors, subsidiaries, affiliated or related companies, heirs, assigns, shareholders, attorneys and all others claiming by or through Bondholder, hereby releases IFA, the Releasing Project Entities, the State of Indiana, including the Indiana Department of Transportation, Developer, I-69 Investment Partners LLC, Roadis Transportation Holding S.L.U., Infra-PSP Canada, Inc., Public Sector Pension Investment Board, PSPEUR, S.a.r.l, Design-Build Contractor, and the Sureties, and their representatives, officers, directors, partners, employees, agents, predecessors, parents, successors, subsidiaries, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them, of and from any and all claims, causes of action or liabilities whatsoever, known and unknown, asserted or unasserted, whether arising out of contract, tort, statutory law or otherwise (including, but not limited to, any claims arising under federal, state or foreign law, common law, statute, rule, or regulation relating to alleged fraud, breach of any duty, negligence, violations of the federal or state securities laws, or otherwise), whether individual, class, direct, derivative, representative, legal, equitable or any other type or in any other capacity, that Bondholder may now or hereafter have, arising out of, related to, or in connection with, the Project, the PPA, the Surety Bonds, the Bonds, or any of the related financing documents (including without limitation the agreements listed in Exhibit B hereto), including but not limited to (a) matters relating to the offer and sale of the Bonds, (b) disclosures or alleged failures to disclose regarding the Official Statement with respect to the Bonds dated July 9, 2014, the Memorandum of Understanding dated January 25, 2017, the Continuing Disclosure Agreement and the Borrower's Continuing Disclosure Agreement (each as defined in Exhibit B hereto), and (c) the documents identified on Exhibit B hereto (the "Released Matters"). To the extent Design-Build Contractor's Release of the Bondholder is not effective, now or in the future, then this release with respect to the Design-Build Contractor shall be null and void, and shall not be effective, and the Bondholder's rights and remedies shall be restored and shall be fully effective as to Design-Build Contractor.

5. Bondholder accepts the redemption price applicable to the Bondholder's Bonds.
6. Bondholder represents and warrants that it has not assigned any rights or claims related to the Released Matters to any other person.
7. Bondholder acknowledges that it has had the opportunity to consult with legal counsel and that it is executing this Release based solely upon its own analysis and information or its counsel's analysis and information and not based on, or in reliance on, statements or representations by any of the released parties.
8. This Release shall be binding on the Bondholder and the Bondholder's heirs, assigns, predecessors, successors-in-interest, parents and affiliates.

In Witness Whereof, the undersigned has executed this Release on behalf of the applicable Bondholder on this ____ day of _____, 2017.

BONDHOLDER

Name of Bondholder

By: _____
Bondholder's Authorized Agent

Name of Authorized Agent

Title

Date

EXHIBIT A

SCHEDULE OF BONDS HELD BY BONDHOLDER

NAME AND ADDRESS:

MATURITY:

PRINCIPAL AMOUNT:

CUSIP:

EXHIBIT B

TERMINATED AGREEMENTS

- (1) Indenture (except as set forth in Section 29 of the Settlement Agreement);

- (2) Loan Agreement (except as set forth in Section 29 of the Settlement Agreement);

- (3) Continuing Disclosure Agreement made as of July 23, 2014, the IFA, U.S. Bank National Association and the State of Indiana (except as set forth in Section 29 of the Settlement Agreement);

- (4) Borrower Continuing Disclosure Agreement dated as of July 23, 2014, between the Developer and U.S. Bank National Association (except as set forth in Section 29 of the Settlement Agreement);

- (5) PPA;

- (6) DBC Contract;

- (7) Surety Bonds;

- (8) [intentionally omitted];

- (9) Security Agreement dated as of July 23, 2014, by and between the Developer and the Collateral Agent;

- (10) Pledge Agreement dated as of the July 23, 2014, by and between the Collateral Agent and I-69 Investment Partners LLC;
- (11) Equity Contribution Agreement dated as of July 23, 2014 by and among the Roadis Transportation Holding, S.L.U. (successor to Isolux Infrastructure Netherlands B.V.), Infra PSP Canada, Inc., I-69 Investment Partners LLC, the Developer and the Collateral Agent;
- (12) Guaranty dated as of July 23, 2014 made by Public Sector Pension Investment Board in favor of I-69 Investment Partners LLC and the Collateral Agent;
- (13) Collateral Agency Agreement dated as of July 23, 2014, among the Developer, the Trustee, the Creditor Representative, the Securities Intermediary and the Collateral Agent (except as set forth in Section 29 of the Settlement Agreement);
- (14) Direct Agreement dated as of July 23, 2014, by and among the IFA, the Developer and the Collateral Agent (except as set forth in Section 29 of the Settlement Agreement);
- (15) Consent Agreement entered into as of July 23, 2014, by and among the Design-Build Contractor, the Developer and the Collateral Agent;
- (16) Deposit Account Control Agreement dated as of July 23, 2014, among the Developer, the Collateral Agent and Citibank, N.A.;
- (17) Bond Purchase Agreement, dated July 9, 2014, among IFA, Developer, Citigroup Global Markets Inc. and Jefferies LLC.

EXHIBIT 15

SECURED PARTIES' RELEASE OF CLAIMS

Indiana Finance Authority

Tax-Exempt Private Activity Bonds

(I-69 Section 5 Project), Series 2014

This Secured Parties' Release of Claims (this "Release") is provided by U.S. Bank National Association, as collateral agent (the "Collateral Agent"), Creditor Representative and Securities Intermediary under the Collateral Agency Agreement defined below and U.S. Bank National Association, as trustee under the Indenture defined below (the "Trustee" and together with the Collateral Agent, Creditor Representative and Securities Intermediary, the "Secured Parties").

RECITALS

A. The Indiana Finance Authority ("IFA") and I-69 Development Partners LLC (the "Developer") entered into the Public Private Agreement, dated as of April 8, 2014, as amended (the "PPA") for design, construction, operation, management and financing of the I-69 Section 5 Project (the "Project") as provided therein; and

B. The Developer and Corsán-Corviam Construcción, S.A. ("CCC") entered into the Design-Build Contract I-69 Section 5 Project dated as of April 8, 2014 ("DBC Contract"); and

C. On July 1, 2014, CCC assigned the DBC Contract to Isolux Corsan LLC (the "Design-Build Contractor"); and

D. Performance, payment and other bonds (the "Surety Bonds") were procured by Design-Build Contractor for the Project and issued by Liberty Mutual Insurance Company, Fidelity and Deposit Company of Maryland, XL Specialty Insurance Company, The Insurance Company of the State of Pennsylvania and American Home Assurance Company (collectively, the "Sureties"); and

E. On July 23, 2014, the IFA issued the Indiana Finance Authority Tax-Exempt Private Activity Bonds (I-69 Section 5 Project), Series 2014 (the "Bonds") pursuant to an Indenture of Trust dated as of July 1, 2014 (as amended pursuant to the Settlement Agreement described below, the "Indenture") between the IFA and the U.S. Bank National Association, as Trustee and the proceeds of the Bonds were loaned to Developer pursuant to a Senior Loan Agreement dated as of July 1, 2014 (the "Loan Agreement") between the IFA and Developer, which provided a portion of the financing of the Project; and

F. The Developer's obligations under the Loan Agreement have been secured under various agreements, including the Collateral Agency Agreement dated as of July 1, 2014 (the "Collateral Agency Agreement") among Developer, the Trustee, the Collateral Agent and the Securities Intermediary defined therein; and.

G. Issues, disputes and claims have arisen regarding the Project and the Bonds, culminating in a Settlement and Release Agreement, dated as of July 3, 2017 (the "Settlement Agreement") among various interested parties, including U.S. Bank National Association, as Trustee, as Collateral Agent, as Securities Intermediary and as Creditor Representative (the "Secured Parties") acting at the direction and with the consent of the Consenting Bondholders described in the Settlement Agreement, becoming effective, and pursuant to the Settlement Agreement the PPA has been terminated and the Bonds have been defeased.

RELEASE

Now, therefore, in consideration of the foregoing premises, and other good and valuable consideration, including the deposit of the Defeasance Amount into the Defeasance Escrow Account (each as defined in the Settlement Agreement), the receipt of which is hereby acknowledged by Bondholder:

1. Each of the Secured Parties, solely in that capacity, for itself, and its respective representatives, officers, directors, partners, employees, agents, predecessors, parents, successors, subsidiaries, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through it, hereby releases, upon occurrence of the Closing (as defined in the Settlement Agreement) and deposit of the Defeasance Amount as provided in Section 8(m)(ii) of the Settlement Agreement, the IFA, the Releasing Project Entities, the State of Indiana, the Indiana Department of Transportation, I-69 Investment Partners LLC, Roadis Transportation Holding S.L.U., Infra-PSP Canada, Inc., Public Sector Pension Investment Board, PSPEUR, S.a.r.l, Developer, Design-Build Contractor and the Sureties, and each of their agents, employees, officers, officials, directors, assigns, predecessors, successors, parents and affiliates, of and from any and all claims, causes of action or liabilities whatsoever, known and unknown, asserted or unasserted, whether arising out of contract, tort or otherwise, in law or in equity that Secured Parties may now or hereafter have, arising out of, or related to, the Project, the PPA, the Surety Bonds, the Bonds, or any of the documents relating to or securing the Bonds or the Loan Agreement, including but not limited to the Collateral Agency Agreement, the Deposit Account Control Agreement, the Equity Contribution Agreement, DBC Contract, the PSP Guaranty, the Pledge Agreement, the Security Agreement, the Indenture, the Loan Agreement, Bond Purchase Agreement, the Direct Agreement, the Consent Agreement, the Continuing Disclosure Agreement, the Borrower Continuing Disclosure Agreement (each as listed in Exhibit 1 or Exhibit 13 of, or otherwise defined in, the Settlement Agreement) and any other agreement executed in connection with the Project or the Bonds to which the Trustee or Collateral Agent is a party or under which the Trustee, Collateral Agent or any Bondholder has rights or obligations, provided that (a) this Release is subject to the provisions of Section 29 of the Settlement Agreement that provides that certain Sections of the above agreements survive this Release, and (b) the releases set forth herein do not release any of the following: (i) any claims to the extent covered by insurance procured by or on behalf of Developer, Design-Build Contractor or any of their contractors, subcontractors, consultants and/or subconsultants (including any deductibles or self-insured retentions, which will be borne by the Developer Group), except that Developer Group will not be liable beyond the limits of insurance; (ii) any of the Secured Parties' rights or claims with respect to any claims asserted by AZTEC, or its current or former subcontractors, sub-consultants or suppliers at any tier on the Project; (iii) with respect to Developer and Roadis, Third Party Claims related to the Project known by Developer, or known by Developer to be threatened, as of the Commencement Date and not disclosed on Schedule II-A to the Settlement Agreement; and (iv) with respect to Design-Build Contractor, any Third Party Claims related to the Project known by Design Build Contractor, or known by Design-Build Contractor to be threatened, as

of the Commencement Date and not disclosed on Schedule II-B to the Settlement Agreement. For purposes of clause (b) of this Section 1 the terms “Developer Group,” “Third Party Claims” and “Commencement Date” will have the meanings set forth in the Settlement Agreement. In addition, for the avoidance of doubt, for purposes of such clause (b), with respect to the definition of Third Party Claims, the holders of the Bonds are considered parties to the Settlement Agreement. To the extent Design-Build Contractor's Release of the Secured Parties is not effective, now or in the future, then this release with respect to the Design-Build Contractor shall be null and void, and shall not be effective, and the Secured Parties rights and remedies shall be restored and shall be fully effective as to Design-Build Contractor.

In Witness Whereof, the each of the undersigned Secured Parties has executed this Release on this ____ day of _____, 2017.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Signature

Name of Signatory

Title

Date

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: _____
Signature

Name of Signatory

Title

Date

U.S. BANK NATIONAL ASSOCIATION, as Securities Intermediary

By: _____
Signature

Name of Signatory

Title

Date

U.S. BANK NATIONAL ASSOCIATION, as Creditor Representative

By: _____
Signature

Name of Signatory

Title

Date

EXHIBIT 16

DEFEASANCE ESCROW AGREEMENT

DEFEASANCE ESCROW AGREEMENT

Dated as of August 1, 2017

By and Between

INDIANA FINANCE AUTHORITY

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

DEFEASANCE ESCROW AGREEMENT

This Defeasance Escrow Agreement (the "Escrow Agreement") dated as of August 1, 2017, by and between the Indiana Finance Authority, a body corporate and politic, not a state agency but an instrumentality exercising essential public functions, of the State of Indiana (the "Issuer") and U.S. Bank National Association, as trustee (the "Trustee") under an Indenture of Trust dated as of July 1, 2014, as supplemented and amended by the First Supplemental Indenture of Trust dated as of July 1, 2017, between the Issuer and the Trustee (the "Indenture"),

WITNESSETH:

WHEREAS, the Issuer has heretofore executed and delivered the Indenture for the purpose of providing for the issuance of its Tax-Exempt Private Activity Bonds (I-69 Section 5 Project), Series 2014 issued in the original aggregate principal amount of \$243,845,000, of which \$240,315,000 aggregate principal amount remains outstanding (the "Bonds") and is being paid by redemption from the sources herein provided; and

WHEREAS, the Developer, the Issuer, the Trustee and others have entered into a Settlement and Release Agreement, dated as of July 3, 2017 (the "Settlement Agreement"); and

WHEREAS, the terms capitalized and used herein without being defined will have the meanings given to them in the Settlement Agreement and the Indenture; and

WHEREAS, to implement the Settlement Agreement the Issuer has determined that it is in its best interest to defease the Bonds; and

WHEREAS, the Issuer is issuing on August 1, 2017 (the "Issue Date") its Highway Revenue Bond Anticipation Notes (the "2017 Notes"), under and pursuant to the terms of a Note Trust Indenture (the "Note Indenture") dated as of July 1, 2017, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Note Trustee"); and

WHEREAS, the Issuer has determined to direct the Trustee to call the Bonds for redemption of all of the Bonds on the Redemption Date (as defined in Section 2 hereof) pursuant to the redemption notice of the Bonds set forth in Exhibit A hereto and to provide for the defeasance of the Bonds pursuant to Article XI of the Indenture in the manner provided herein; and

WHEREAS, to supplement Article XI of the Indenture, the parties have determined to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Defeasance Escrow Account. There is hereby created and established with the Trustee a special and irrevocable trust fund designated the "Indiana Finance Authority I-69 – 2014 Escrow Account" (the "Defeasance Escrow Account") to be held in the custody of the Trustee as a trust fund for the benefit of the holders of the Bonds pursuant to Section 11.2 of the Indenture. The Defeasance Escrow Account will contain the cash deposited pursuant to Section 5 of the Settlement Agreement, which as verified in a Verification Report delivered to the Trustee at

or prior to the Closing (the "Verification Report") is, without consideration of the investment thereof, at least sufficient to pay when due, the amounts due for **[interest due on September 1, 2017 and]** the principal of, premium and interest on the Bonds upon redemption on the Redemption Date.

Section 2. Notices of Redemption. The Issuer hereby instructs the Trustee to call the Bonds for redemption on **[the date thirty (30) days after the Closing or September 1, 2017]** (the "Redemption Date"), and provide notice of redemption as provided in the Indenture. The Trustee shall issue such notice in the form attached hereto as Exhibit A.

Section 3. Irrevocable Deposit; Application of Defeasance Escrow Account. Except as provided in Section 5 below, the deposits into the Defeasance Escrow Account shall constitute an irrevocable deposit thereof, and the interest earned thereon and any increment thereto shall be held solely as a trust fund for the benefit of the holders of the Bonds separate and apart from other funds of the Issuer, if any, or of the Trustee. The Trustee shall apply the moneys and Investments deposited in the Defeasance Escrow Account together with any increment thereto and interest earned thereon, in accordance with the provisions of the Indenture. Except as provided in Section 2, the Trustee will not use any funds in the Defeasance Escrow Account for any purpose other than the **[payment of interest on the Bonds on September 1, 2017 and the]** redemption of the Bonds on the Redemption Date. The Trustee shall disburse funds from the Defeasance Escrow Account to pay the holders of the Bonds **[interest on the Bonds on September 1, 2017 and the]** the redemption price on the Redemption Date, all as set forth in Exhibit B attached hereto. After the Defeasance Escrow Account has been used to pay the principal of, redemption premium and interest due on the Bonds to the Redemption Date, the Trustee shall disburse any remaining moneys in the Defeasance Escrow Account to the Issuer to such fund or account Issuer shall specify in writing.

Section 4. Acceptance of Trust. The Trustee hereby accepts the moneys and Investments deposited in the Defeasance Escrow Account pursuant to this Defeasance Escrow Agreement.

Section 5. Investment Powers. As directed by the Issuer in writing, on or after the Closing, the Trustee shall use \$_____ of the cash deposited into the Defeasance Escrow Account to purchase the specific securities listed in Exhibit C (the "Investments"). The Verification Report will also demonstrate that the remaining uninvested cash and the moneys received from the payments on the Investments (collectively, "Sufficient Funds") are, without consideration of the reinvestment thereof, at least sufficient to pay when due, the amounts due for the **[interest on the Bonds on September 1, 2017 and]** [the principal of, premium and interest on the Bonds upon redemption on the Redemption Date. The Trustee shall hold the Sufficient Funds, upon receipt from the Investments, as uninvested cash until the Redemption Date.

Section 6. Amendments. This Defeasance Escrow Agreement is made for the benefit of the Issuer and the holders from time to time of the Bonds and it shall not be repealed, revoked, altered or amended without the written consent of the Trustee and the Issuer; provided, however, that the Issuer and the Trustee may, without the consent of, or notice to, the holders of the Bonds, amend this Defeasance Escrow Agreement or enter into such agreements supplemental to this Defeasance Escrow Agreement as, in their sole judgment and discretion (which may be based in

conclusively reliance upon an opinion of counsel provided to the Issuer and the Trustee), shall not materially adversely affect the rights of such holders, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Defeasance Escrow Agreement; (ii) to grant to, or confer upon, the Trustee for the benefit of the holders of the Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, the Trustee; and (iii) to include under this Defeasance Escrow Agreement additional funds, securities or properties.

Section 7. Termination. This Defeasance Escrow Agreement shall terminate when the Bonds have been redeemed in accordance with the Indenture, and any remaining cash has been paid over by the Trustee to the Issuer. The Trustee acknowledges that all conditions and requirements under the Indenture for the defeasance of the Bonds have been met.

Section 8. Tax Covenant. The Issuer covenants and agrees that funds and Investments held in the Defeasance Escrow Account shall not be invested or otherwise used by the Issuer in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). Further, the Issuer covenants and agrees to comply with restrictions placed on investments in the certificates regarding arbitrage delivered in connection with the closing of the Bonds.

Section 9. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Issuer or the Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 10. Counterparts. This Defeasance Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 11. Governing Law. This Escrow Agreement shall be construed under the laws of the State of Indiana.

Section 12. Headings. The paragraph headings used in this Escrow Agreement are for convenience of references only.

Section 13. Regarding the Trustee. The Trustee shall not be liable for the accuracy of the calculations concerning the sufficiency of moneys to pay the Bonds.

Notwithstanding any other provision of this Defeasance Escrow Agreement, the Trustee shall not be obligated to perform any obligation hereunder and shall not incur any liability for the nonperformance or breach of any obligation hereunder to the extent that the Trustee is delayed in performing, unable to perform or breaches such obligation because of acts of God, war, terrorism, fire, floods, strikes, electrical outages, equipment or transmission failures, or other causes reasonably beyond its control.

The Trustee makes no representations as to, and shall have no responsibility for, the tax exempt status of the Bonds or the 2017 Notes, compliance by the Issuer with Section 148 of the Internal Revenue Code of 1986, as amended, or any covenant in the Note Indenture, this Defeasance Escrow Agreement, or any other transaction document regarding yields on investments.

The Trustee agrees to perform all the duties and obligations imposed on it by this Defeasance Escrow Agreement or the Indenture. The Trustee undertakes to perform only such duties as are expressly set forth herein and in the Indenture. The duties and responsibilities of the Trustee hereunder shall be determined solely by the express provisions of this Defeasance Escrow Agreement and the Indenture, and no further duties or responsibilities shall be implied.

* * * * *

IN WITNESS WHEREOF, the parties hereto have each caused this Defeasance Escrow Agreement to be executed and attested by their duly authorized officers as of the date first above written.

INDIANA FINANCE AUTHORITY

By: _____
Micah G. Vincent, Chairman

Attest:

Dan Huges, Public Finance Director
of the State of Indiana

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

Authorized Officer

(Signature Page to Defeasance Escrow Agreement)

EXHIBIT A

FORM OF NOTICE OF REDEMPTION

EXHIBIT B

SCHEDULE OF REDEMPTION AMOUNTS BY MATURITY

(See attached)

EXHIBIT C

INVESTMENTS

EXHIBIT 17

FUNDS HELD BY THE SECURED PARTIES

I-69 Account Balances – July 27, 2017

Account Name	Amount
IFA I-69 2014 Interest Account	\$57.14
IFA I-69 2014 Loss Proceeds Account	\$2,796.37
IFA I-69 2014 PABS Proceeds Account	\$36,024,868.61
IFA I-69 2014 Construction Revenues	\$43,316.07
IFA I-69 2014 Equity Contribution	\$45,774.21
IFA I-69 2014 Milestone PMT Receipts	\$36,973.02
IFA I-69 2014 INT ACT	\$551.48
IFA I-69 2014 PRN AC	\$158.98
Other Held Funds total	\$36,154,495.88

EXHIBIT 18

List of Indemnity Agreements

1. General Agreement of Indemnity entered into between Zurich American Insurance Company and I-69 Development Partners, LLC, dated July 29, 2015.
2. General Agreement of Indemnity entered into between Liberty Mutual Surety and I-69 Development Partners, LLC, dated September 18, 2014.
3. Agreement of Indemnity entered into between XL Specialty Insurance Company, XL Reinsurance America, Inc., Greenwich Insurance Company and I-69 Development Partners, LLC, dated September 18, 2014.
4. Deed of Indemnity entered into between Liberty Mutual Insurance Company and Isolux Infrastructure Netherlands, B.V., dated January 13, 2014.
5. Notarial Policy of Indemnity and Parental Demand Guaranty Agreement entered into between Isolux Ingenieria, S.A., Corsan Corviam Construcción S.A., Grupo Isolux Corsan Concesiones S.A., Isolux Infrastructure Netherlands B.V., XL Specialty Insurance Company, XL Reinsurance America, Inc., Greenwich Insurance Company, and XL Insurance Company PLC, dated November 18, 2013, formalized before the Notary Public of Madrid Mr. Santiago María Cardelús Muñoz-Seca with the number 2601 of his protocol.
6. Ratification and Supplement to Notarial Policy of Indemnity and Parental Demand Guarantee Agreement, referenced above, dated April 27, 2016 formalized before the Notary Public of Madrid Mr. Santiago María Cardelús Muñoz-Seca with the number 898 of his protocol.
7. Agreement of Indemnity entered into between I-69 Development Partners, LLC, Isolux Infrastructure Netherlands, B.V., and American Home Assurance Company (and other companies) dated September 25, 2014.

EXHIBIT 19

INDOT/STATE RELEASE

INDOT/PSP RELEASE AGREEMENT

This Release Agreement ("Release Agreement") dated as of August ___ 2017 (the "Execution Date"), by and among **I-69 Development Partners LLC**, a Delaware limited liability company ("Developer"), **Roadis Transportation Holding, S.L.U.**, a sociedad limitada incorporated and organized according to Spanish laws ("Roadis"), **Infra-PSP Canada Inc.**, **Public Sector Pension Investment Board, PSPEUR, S.à.r.l.** (the three prior entities, collectively "PSP"), **I-69 Investment Partners LLC** ("I-69 Investments"), **Indiana Finance Authority**, a body corporate and politic, not a state agency but an instrumentality exercising essential public functions, of the State of Indiana ("IFA"), **Indiana Department of Transportation** ("INDOT"), an agency of the State of Indiana, for itself and on behalf of the **State of Indiana** (IFA, INDOT and the State of Indiana, collectively "State Parties"). Each of the above may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. Developer and IFA entered into the Public-Private Agreement dated as of April 8, 2014, as amended by the First Amendment to Public-Private Agreement dated as of July 23, 2014 (including all exhibits thereto, the "Existing PPA") regarding the design, construction, operation, management and financing of the I-69 Section 5 project (the "Project").

B. Developer and Corsán-Corviam Construcción, S.A. ("Corsan-Corviam") entered into the Design-Build Contract I-69 Section 5 Project dated as of April 8, 2014 (including all exhibits and amendments thereto and certificates entered into therewith) (the "Design-Build Contract").

C. On July 1, 2014 Corsán-Corviam assigned the Design-Build Contract to a subsidiary, Isolux Corsan, LLC, a Texas limited liability company (the "Design-Build Contractor"), pursuant to the terms and conditions of that certain Assignment and Assumption Agreement and Amendment Number One to Design-Build Contract dated of even date therewith (the "Assignment Agreement").

D. Roadis, PSP and I-69 Investments are indirect or direct owners of Developer.

E. IFA delegated certain of its responsibilities to INDOT pursuant to a Memorandum of Understanding dated April 8, 2014.

F. INDOT is an agency of the State of Indiana.

G. IFA believes that Developer has failed to perform certain required covenants and actions which could, if acted upon by IFA, be the basis for a Developer Default (as defined in the Existing PPA), upon which IFA, subject to the terms of the Existing PPA, may be authorized to terminate the Existing PPA. Developer believes that Design-Build Contractor has failed to perform certain required covenants and actions which could, if acted upon by Developer, be the basis for a Design-Build Contractor Default (as defined in the Design-Build Contract), upon which Developer would be authorized to terminate the Design-Build Contract.

H. Desiring to compromise and settle any and all actual or potential disputes arising from or based on the Existing PPA, the Design-Build Contract, the Project, and various other matters, Developer, IFA, Roadis and the Design-Build Contractor and various other parties entered into a global settlement agreement dated as of July 3, 2017 (“Global Settlement Agreement”) to be effective, except as set forth therein, upon Closing (as defined in the “Global Settlement Agreement”).

I. PSP, I-69 Investments, INDOT and the State of Indiana are not parties to the Global Settlement Agreement. However, wishing to provide for releases of any and all claims, rights, liabilities and obligations between and among, Developer, Roadis, PSP, I-69 Investments, IFA, INDOT and the State of Indiana arising from or related to the Existing PPA, the Design-Build Contract, and/or the Project and related documents, the Parties herein have agreed to provide for the releases under this Release Agreement.

J. Initially capitalized words not otherwise defined in this Release Agreement have the meaning ascribed to them in the Global Settlement Agreement.

AGREEMENT

Now therefore, intending to be legally bound, and in consideration of the covenants, assumptions, premises, promises, payments, releases, agreements and other good and valuable consideration herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective only at and after Closing, except as otherwise provided in this Release Agreement each Party hereto irrevocably and unconditionally for itself, and its respective representatives, officers, officials, directors, partners, employees, agents, predecessors, parents, successors, subsidiaries, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them, hereby releases and discharges each other Party and each of their respective representatives, officers, directors, partners, employees, agents, predecessors, members, parent entities, successors, subsidiary entities, affiliated or related companies, assigns, shareholders, attorneys, and all others claiming by or through them of and from (a) all known defaults or known breaches under the PPA as of the Closing, (b) any claims, counts, or allegations that were or could have been raised in the Disputes, including claims for additional compensation or other relief, and (c) any and all claims, causes of action, or liabilities whatsoever, known and unknown, asserted or unasserted, existing as of the Closing, whether arising out of contract, tort, or otherwise, in law or in equity or otherwise, arising out of, or relating to, the Project, the PPA, the Design-Build Contract, the Surety Bonds, the Bonds, the Security Documents listed on Exhibit 1 to the Global Settlement Agreement, the Bond Related Documents or any action or inaction of any such parties, including, without limitation, any default or breach of the PPA or Design-Build Contract, any claims that have been asserted or could be asserted for defective and/or negligent design and related professional services furnished by AZTEC in connection with the Project (except to the extent covered by insurance), and any and all previously issued Notices of Failure to Perform, Notices of Default, Warning Notices or other notices of failure to comply with the PPA, the Design-Build

Contract, or other legal duty or obligation (d) any and all future claims against a Party related to the PPA, Design-Build Contract, the Project, the Surety Bonds, the Bonds, the Security Documents listed on Exhibit 1 to the Global Settlement Agreement, the Bond Related Documents and (e) any and all claims for additional compensation, damages or claims accrued to Closing; provided however that as to IFA, INDOT and the State of Indiana, the releases set forth herein do not release any of the following rights or claims of IFA, INDOT or the State of Indiana: (i) any claims to the extent covered by insurance procured by or on behalf of Developer, Design-Build Contractor or any of their contractors, subcontractors, consultants and/or subconsultants (including any deductibles or self-insured retentions, which will be borne by the Developer Group), except that Developer Group will not be liable beyond the limits of insurance, (ii) any of the State Parties' rights or claims with respect to any claims asserted by AZTEC, or its current or former subcontractors, sub-consultants or suppliers at any tier on the Project and (iii) with respect to Developer and Roadis any known or known threatened Third-Party Claims related to the Project known by Developer as of the Commencement Date and not disclosed on Schedule II-A to the Global Settlement Agreement ("Undisclosed Developer Third-Party Claims. Nothing herein shall affect the scope of or the limitations on the IFA releases of Design-Build Contractor or the Sureties in the Global Settlement Agreement or any of the Party's obligations, representations or warranties under the Global Settlement Agreement, including in Section 18(c) thereof.

2. This Release Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to principles of choice or conflicts of laws.

3. This Release Agreement may be executed in counterparts and all Parties need not execute the same signature page for this Release Agreement to be effective. Any Party may provide its execution by actual signature, facsimile or pdf of an actual signature.

4. This Release Agreement shall be effective upon and after the Closing as defined in the Settlement Agreement.

IN WITNESS WHEREOF, each of the Parties has executed this Release Agreement as of the Execution Date.

I-69 DEVELOPMENT PARTNERS LLC

By: _____

Its: _____

ROADIS TRANSPORTATION HOLDING, S.L.U.

By: _____

Its: _____

I-69 INVESTMENT PARTNERS LLC

By: _____

Its: _____

INFRA-PSP CANADA INC.

By: _____

Its: _____

PUBLIC SECTOR PENSION INVESTMENT BOARD

By: _____

Its: _____

PSPEUR, S.À.R.L

By: _____

Its: _____

INDIANA FINANCE AUTHORITY

By: _____

Its: _____

INDIANA DEPARTMENT OF TRANSPORTATION

By: _____

Its: _____

STATE OF INDIANA

By: _____

Its: _____

EXHIBIT 20

PROCESS OUTLINE

Project Claims Administration

Subcontractor, supplier or consultant claims with respect to work, services or supplies provided to the Project prior to Closing ("Project Claims") will be submitted to IFA/INDOT for review and processing according to the terms of the Settlement Agreement. Developer, Surety and Design Build Contractor shall cooperate in the investigation and review of such Project Claims, including providing and permitting IFA/INDOT review of relevant records with respect to such claims. For purposes of this procedure "known claims" in the case of either Developer or Design-Build Contractor, includes "known threatened" claims:

1. Project Claims disclosed by Developer, Design-Build Contractor or Surety on Schedule II- A, B or C shall be the responsibility of IFA;
2. A Project Claim not known by Developer, Design-Build Contractor or Surety, nor known by Developer or Design-Build Contractor to be threatened, as of the Commencement Date shall be the responsibility of IFA;
3. If it is determined that a previously undisclosed Project Claim was known to Design Build Contractor, or was known by Design-Build Contractor to be threatened, as of the Commencement Date but was not disclosed on Schedule II-B, and is presented in the first year after Closing, IFA/INDOT shall administer as follows:
 - a. IFA/INDOT will present such Project Claim for payment by Design-Build Contractor.
 - b. If Design-Build Contractor does not pay such Project Claim within thirty (30) days, IFA/INDOT will review with Developer and Surety to determine if such Project Claim is valid and payable as a claim with respect to work, services or supplies provided to the Project. IFA's determination will be deemed final and binding if after notice to Developer and Surety no objection is received within fourteen (14) days of the notice being sent.
 - c. If such Project Claim is valid and with respect to work, services or supplies provided to the Project, then IFA on the one hand and Roadis or Developer on the other hand shall each pay ½ of the first \$2,000,000 of such claims.
 - d. Roadis and Developer shall be responsible for, and not to exceed, the next \$9,210,000 of such claims.

4. A Project Claim known by Developer or Roadis, or known by Developer or Roadis to be threatened, as of the Commencement Date, but undisclosed by Developer/Roadis on Schedule II-A is the responsibility of Developer and Roadis.

5. A Project Claim known by a Surety as of the Commencement Date, but undisclosed by a Surety on Schedule II-C is the responsibility of such Surety.