

Schedule 2
Operating Standards

Schedule 2.1(a)

Toll Road Assets

Due to volume of documentation, please see Data Room Section 10 "Fixed Assets".

Schedule 2.1(b)

Assigned Toll Road Contracts

Professional Services Agreement, dated January 27, 2005, between INDOT and ABF Freight Systems, Inc.

Professional Services Agreement, dated January 27, 2005, between INDOT and United Parcel Service, Inc.

Services Agreement, dated March 21, 2005, between INDOT and Fed Ex Ground Package System

Professional Services Agreement, dated April 15, 2005, between INDOT and Interstate Brands Corporation

Services Contract, dated October 9, 2002, between Alcatel and INDOT

Quantity Purchase Agreement, dated May 2, 2005, between INDOT and Westville Farm Supply Inc.

Quantity Purchase Award, dated October 5, 2004, between INDOT and Integrity Document Solutions

Quantity Purchase Agreement, dated September 5, 2004, between INDOT and Gosser Corporate Sales

Quantity Purchase Agreement, undated, between INDOT and Swank Uniform Rental, Inc.

Agreement, dated March 16, 2005, between INDOT and Oglesby Construction, Inc.

Professional Services Contract, dated July 10, 2003, between INDOT and Wilbur Smith Associates

Agreement, dated January 23, 2003, between INDOT and Lawson-Fisher Associates P.C.

Supplemental Agreement No. 1, dated November 11, 2003, between INDOT and Lawson-Fisher Associates P.C.

Supplemental Agreement No. 2, dated May 14, 2004, between INDOT and Lawson-Fisher Associates P.C.

Agreement, dated June 9, 2003, between INDOT and MS Consultants, Inc.

Agreement, dated February 8, 2000, between INDOT and Wilbur Smith and Associates

Supplemental Agreement No. 1, dated April 25, 2000, between INDOT and Wilbur Smith and Associates

Supplemental Agreement No. 2, dated October 9, 2001, between INDOT and Wilbur Smith and Associates

Supplemental Agreement No. 3, dated December 17, 2002, between INDOT and Wilbur Smith and Associates

Supplemental Agreement No. 4, dated October 15, 2004, between INDOT and Wilbur Smith and Associates

Agreement, dated May 22, 2003, between INDOT and Elgin, Joliet, and Eastern Railway Company

Agreement, dated March 26, 2004, between RQAW on behalf of INDOT and Earth Tech

Supplemental Agreement No. 1, dated August 24, 2004, between RQAW on behalf of INDOT and Earth Tech

Supplemental Agreement No. 2, dated November 15, 2004, between RQAW on behalf of INDOT and Earth Tech

Agreement, dated April 9, 2004, between RQAW (INDOT) and Professional Services Industries, Inc.

Agreement, dated September 21, 2001, between INDOT and A & F Engineering

Supplemental Agreement No. 1, dated July 2, 2004, between INDOT and A & F Engineering

Agreement, dated June 2, 2003, between INDOT and DLZ Indiana

Supplemental Agreement No. 1, dated November 17, 2004, between INDOT and DLZ Indiana

Agreement, dated November 26, 2001, between INDOT and Farrar, Garvey & Associates, LLC

Agreement, dated October 23, 2003, between INDOT and Ken Herceg & Associates, Inc.

Supplemental Agreement No. 1, dated March 1, 2004, between INDOT & Ken Herceg & Associates, Inc.

Agreement, dated October 16, 2000, between INDOT and RQAW Corporation

Supplemental Agreement No. 1, dated June 7, 2002, between INDOT and RQAW

Supplemental Agreement No. 2, dated September 2, 2003, between INDOT and RQAW

Agreement, dated April 1, 2002, between RQAW on behalf of INDOT and ATC Associates

Agreement, dated April 1, 2002, between RQAW on behalf of INDOT and ATC Associates

Agreement, dated September 5, 2001, between RQAW on behalf of INDOT and ATC Associates

Agreement, dated December 19, 2003, between RQAW on behalf of INDOT and ATC Associates

Agreement, dated May 14, 1985, between Indiana Department of Highway Toll Road Division and Litel Telecommunications Corporation

Agreement, dated January 22, 1999, between INDOT and Crowe Chizek

License and Maintenance Agreement, dated October 13, 1987, between the Indiana Department of Highways and the Indiana Department of Highways, Toll Road Division (Burns Ditch) (This agreement will be replaced by a new agreement with the concessionaire selected pursuant to the terms of that certain letter from Thomas O. Sharp, Commissioner INDOT to Ryan Kitchell of the IFA, dated January 12, 2006.)

License and Maintenance Agreement, dated October 13, 1987, between the Indiana Department of Highways and the Indiana Department of Highways, Toll Road Division (Calumet Avenue) (This agreement will be replaced by a new agreement with the concessionaire selected pursuant to the terms of that certain letter from Thomas O. Sharp, Commissioner INDOT to Ryan Kitchell of the IFA, dated January 12, 2006.)

License and Maintenance Agreement US 31 Bypass and Indiana Toll Road Exchange, dated December 7, 1988, between the Indiana Department of Highways and the Indiana Department of Highways, Toll Road Division (This agreement will be replaced by a new agreement with the concessionaire selected pursuant to the terms of that certain letter from Thomas O. Sharp, Commissioner INDOT to Ryan Kitchell of the IFA, dated January 12, 2006.)

License and Maintenance Agreement Interstate 69 (US27), SR 120 and SR 127 and Indiana Toll Road Exchange, dated May 8, 1988, between the Indiana Department of Highways and the Indiana Department of Highways, Toll Road Division (This agreement will be replaced by a new agreement with the concessionaire selected pursuant to the terms of that certain letter from Thomas O. Sharp, Commissioner INDOT to Ryan Kitchell of the IFA, dated January 12, 2006.)

Prior to the Closing, INDOT will use its best efforts and execute any documents reasonably necessary to either revise the following agreements, or assign INDOT's rights therein to the concessionaire selected:

License Agreement, dated August 6, 1990, between the City of Elkhart and INDOT, Toll Road Division

Memorandum of Understanding, dated July 30, 2003, between the City of South Bend and INDOT, Toll Road Division

Schedule 2.4(a)

FORM OF LEGAL OPINION OF COUNSEL TO THE INDIANA FINANCE
AUTHORITY

[Letterhead of Ice Miller]

_____, 2006

Ladies and Gentlemen:

We have acted as special counsel to the Indiana Finance Authority ("IFA") in connection with the lease of the Toll Road, and the grant of the right to operate the Toll Road, from the IFA to the Concessionaire pursuant to the Indiana Toll Road Concession and Lease Agreement, dated as of _____, 2006 (the "Agreement"), by and between the IFA and Concessionaire. This opinion is being delivered to you pursuant to Section 2.4(a) of the Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Agreement and (ii) the [**Toll Road Legislation**]. In rendering our opinion, we have also examined originals or copies, certified or otherwise identified to our satisfaction, of the following (collectively, the "Authorization Documents"): (i) a certificate executed by the Chairman and the [_____] of the IFA of even date herewith as to certain factual matters (the "Certificate"), (ii) a copy of the Toll Road Legislation, certified by the Secretary of State of the State of Indiana; and (iii) [**IFA meeting minutes approving the Agreement**].

In rendering our opinion, we also have examined such certificates of public officials, organizational documents and records and other certificates and instruments as we have deemed necessary for the purposes of the opinion herein expressed and, with your permission, have relied upon and assumed the accuracy of such certificates, documents, records and instruments. We have made such examination of the laws of the State of Indiana as we deemed relevant for purposes of this opinion, but we have not made a review of, and express no opinion concerning, the laws of any jurisdiction other than the State of Indiana.

We have relied upon and assumed the truth and accuracy of the representations, certifications and warranties made in the Agreement, and have not made any independent investigation or verification of any factual matters stated or represented therein. Whenever our opinion or confirmation herein with respect to the existence or absence of facts is indicated to be

based upon our knowledge or belief, it is intended to signify that, during the course of our representation of the IFA no information has come to the attention of the attorneys who participated in the representation which would give us actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts or circumstances or the assumed facts set forth herein, we accept no responsibility to make any such investigation, and no inference as to our knowledge of the existence or absence of such facts or circumstances or of our having made any independent review thereof should be drawn from our representation of the IFA.

In rendering this opinion letter to you, we have assumed with your permission:

(a) The genuineness of all signatures, the legal capacity and competency of natural persons executing the Agreement, whether on behalf of themselves or other persons or entities, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the authenticity of the originals of such copies. and the completeness of all records of corporate proceedings provided to us.

(b) All official public records (including their proper indexing and filing) furnished to or obtained by us, electronically or otherwise, are accurate, complete and authentic.

(c) The documents that have been or will be executed and delivered in consummation of the transactions contemplated by the Agreement are or will be identical in all material and relevant respects with the copies of the documents we have examined and on which this opinion is based.

(d) Concessionaire (i) has been organized, is validly existing, and where applicable is in good standing under its jurisdiction of incorporation, (ii) has full power and authority to enter into, execute, deliver, receive and perform the Agreement, and (iii) is qualified to do business in the State of Indiana.

(e) The entry into, execution, delivery, receipt, and performance of the Agreement by Concessionaire has been duly authorized by all requisite action on the part of Concessionaire.

(f) The Agreement will be duly entered into, executed, received and delivered by Concessionaire, and upon such execution and delivery constitutes the legal, valid and binding obligation of Concessionaire, so that the Agreement has mutuality of binding effect.

(g) The respective factual representations, statements and warranties of the IFA in the Agreement, and in the other documents that we have reviewed, and upon which we have relied, are accurate, complete and truthful.

(h) The execution and delivery of the Agreement by all parties thereto will be free of intentional or unintentional mistake, misrepresentation, concealment, fraud, undue influence, duress or criminal activity.

(i) The Agreement has not been amended or modified by oral or written agreement or by conduct of the parties thereto.

(j) Each party to the Agreement will at all times exercise its rights and remedies under the Agreement in good faith and in a manner that is commercially reasonable.

Based on and subject to the foregoing and the qualifications, exceptions and limitations referred to below, we are of the opinion that, on the date hereof:

1. The IFA has been duly created and is a validly existing body corporate and politic under and by virtue of the laws of the State of Indiana, specifically Indiana Code 4-4-11 et seq.

2. The Legislature has adopted and the Governor has signed into law the [**Toll Road Legislation**], which remains in full force and effect.

3. The IFA has duly authorized and approved (i) the execution and delivery of the Agreement; and (ii) the performance by the IFA of its obligations contained in the Agreement. The IFA has the corporate power and corporate authority under Indiana law to enter into the Agreement and to do all acts and things and execute and deliver all other documents as are required under the Agreement to be done, observed or performed by the IFA in accordance with the terms thereof.

4. The Agreement has been duly authorized, executed and delivered by the IFA and constitutes a valid and legally binding obligation of the IFA, enforceable against the IFA in accordance with the terms thereof.

5. The Toll Road is not subject to any real property taxes.

Each of the opinions set forth above is limited by its terms and subject to the assumptions hereinabove stated and is further subject to the following qualifications, exceptions and limitations, none of which shall limit the generality of any other assumption, qualification, exception or limitation.

A. The legality, validity and enforceability of the Agreement and the opinion expressed in paragraph 4 above may be limited or otherwise affected by:

(i) bankruptcy, insolvency, reorganization, liquidation, readjustment of debt, receivership, moratorium, fraudulent conveyance, equitable subordination, equity of redemption, recharacterization or other similar legal principles now or hereafter in effect governing or affecting the rights and remedies of debtors and creditors generally, or

general principles of equity, regardless of whether considered in a proceeding at law or in equity;

(ii) applicable laws or judicial decisions of the State of Indiana which may render certain of the rights, remedies, waivers, and attorney-in-fact appointments contained therein unenforceable or ineffective, but the inclusion of which do not render the Agreement invalid as a whole or make the remedies generally afforded thereunder inadequate for the practical realization of the principal benefits intended to be provided by those documents; and/or

(iii) the concepts of good faith and fair dealing, materiality and reasonableness, regardless of whether considered in a proceeding at law or in equity.

Notwithstanding the foregoing and without limiting the generality of the foregoing exceptions, we express no opinion with respect to (a) the availability of the remedies of specific performance or injunctive relief, (b) the availability of ex parte remedies and other self-help or non-judicial relief, (c) set-off rights or (d) the legality, validity, binding effect, or enforceability of provisions that provide for an event of default or availability of remedies predicated solely upon commencement of bankruptcy, reorganization or similar proceedings with respect to the IFA.

B. We wish to advise you that under Indiana law, contractual indemnification and hold harmless provisions seeking to cover the indemnified party's own negligence, strict liability or other acts or omissions may not be enforceable to the extent the contract does not clearly and unequivocally specify that the indemnity or exculpation covers claims, losses, expenses or other liabilities arising or alleged to arise, in whole or in part, from the negligence, strict liability or other acts or omissions of the indemnified party. At least one Indiana case, Wilson Leasing Co. v. Gadberry, 437 N.E.2d 500 (Ind. Ct. App. 1982), states that indemnification clauses generally are strictly construed and that the terms must be set forth clearly and unequivocally. Another Indiana case, Powell v. American Health Fitness Center, 694 N.E.2d 757 (Ind. Ct. App. 1998), states that exculpatory clauses must both specifically and explicitly refer to the negligence of the party seeking release from liability. Further, indemnification or exculpation as against certain claims, losses, expenses, or other liabilities arising as the result of the indemnified party's violation of federal or state statutes, or the indemnified party's own tort liability when performing a public or quasi-public duty, or other acts or omissions, may be considered contrary to public policy and therefore invalid and/or unenforceable. Our opinion set forth in paragraph 4 above is limited by and subject to the Wilson Leasing and Powell decisions and these principles.

C. Except as set forth in paragraph 2 above, we express no opinion and make no statements concerning or with respect to any statutes, ordinances, administrative decisions, rules, and regulations of counties, towns, municipalities or special political subdivisions.

D. Without limiting the generality of any other exception, limitation or qualification, we express no opinion in this letter with respect to (i) the enforceability of

a set-off right, (ii) the application of any law, statute, rule or regulation relating to the environment, health or safety; (iii) any law, statute, rule, or regulation that may apply to any party as a result of its activities in the State of Indiana that are not directly related to the transactions contemplated by the Agreement; (iv) the enforceability of any provision of the Agreement pertaining to consent to jurisdiction in so far as it relates to Federal courts or agreements stating that failure to exercise or delay in exercising rights will not operate as a waiver of the right or remedy; (v) the enforceability of any provisions of the Agreement to the extent that any recovery of attorneys' fees is not limited to reasonable attorneys' fees; and (vi) the validity or enforceability of any purported waiver or purported consent relating to any other rights of any party, or duties owed to any of them, existing as a matter of law, including without limitation the purported waiver of any party's right to a jury trial.

E. We have not considered and do not express an opinion with respect to (i) any Federal or state (including Indiana) securities, tax or antitrust laws and regulations, (ii) the power and authority of Concessionaire to enter into the Agreement or to carry out the transactions contemplated thereby, or (iii) the possible application of or compliance with various building codes, zoning ordinances, permit requirements, environmental, health or safety laws and other similar statutes, laws, ordinances, codes and regulations affecting the construction, condition and/or use of the Toll Road or any Expansion. Our opinions set forth in this letter are expressly subject to the effect of the application of all Federal and state (including Indiana) antitrust laws and regulations.

F. We express no opinion as to the applicability to the transactions contemplated by the Agreement of Section 548 of the United State Bankruptcy Code or Ind. Code 32-18-2 relating to fraudulent transfers or obligations, and the opinions expressed herein are limited by and subject to the application of those statutes.

The opinions expressed herein are matters of professional judgment, are not a guarantee of result and are effective only as of the date hereof. We do not undertake to advise you of any matter within the scope of this letter than comes to our attention after the date of this letter and disclaim any responsibility to advise you of any future changes in law or fact that may affect the opinions set forth herein. We express no opinion other than as hereinbefore expressly set forth. No expansion of the opinions expressed herein may or should be made by implication or otherwise.

We are informed that you are relying on this opinion letter in connection with the consummation of the actions and transactions contemplated by the Agreement. The foregoing opinion shall not be relied upon for any other purpose or by any other party (other than _____, as administrative agent for a group of lenders, in connection with loans made to the Concessionaire by such lenders). The use or reliance upon this opinion letter by any other person or entity without our prior written consent is strictly prohibited.

Very truly yours,

Schedule 2.4(b)

FORM OF LEGAL OPINION OF COUNSEL TO THE CONCESSIONAIRE

[Letterhead of Counsel to the Concessionaire]

_____, 2006

Indiana Finance Authority
One North Capitol, Suite 100
Indianapolis, IN 46204

Ladies and Gentlemen:

We have acted as special counsel to the [**Toll Road Concession Company**], a _____ [**limited liability company**] [**corporation**] (the "Concessionaire"), in connection with the lease of the Toll Road, and the grant of the right to operate the Toll Road, from the Indiana Finance Authority ("IFA") to the Concessionaire pursuant to the Indiana Toll Road Concession and Lease Agreement, dated as of _____, 2006 (the "Agreement"), by and between the IFA and Concessionaire. This opinion is being delivered to you pursuant to Section 2.4(b) of the Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Agreement; and (ii) such other records and writings as we have deemed necessary as the basis for the opinions set forth below. In connection with such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to authentic, original documents of all documents submitted to us via facsimile or otherwise as certified, conformed or photostatic copies, and the completeness of all records of corporate proceedings provided to us.

We express no opinion as to the applicability or effect of the laws of any state or jurisdiction other than the laws of the State of Indiana.

Based on and subject to the foregoing and the qualifications referred to below, we are of the opinion that, on the date hereof:

1. The Concessionaire is duly organized and validly existing as a [limited liability company] [corporation] under the laws of the State of Indiana.

2. The Concessionaire has the power and authority to enter into the Agreement and to do all acts and things and execute and deliver all other documents as are required under the

Agreement to be done, observed or performed by the Concessionaire in accordance with the terms thereof.

3. The Concessionaire has duly authorized, executed and delivered the Agreement, and the Agreement constitutes a valid and legally binding obligation of the Concessionaire, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

This opinion is rendered solely for your information in connection with the transaction described above and may not be relied upon by you in any other capacity or for any other purpose and may not be used or relied upon by any other Person for any purpose without our express prior written consent.

Very truly yours,

Schedule 3.2

Environmental Mediation

INDIANA DEPARTMENT OF TRANSPORTATION
TOLL ROAD DISTRICT

Location	Task Description
TP 1 North	Quarterly Sampling for Incident #9104511
TP 1 North	Install and Start-up of Remediation System O&M Remediation System Annual ELTF Submittal
TP 1 South	Quarterly Sampling for Incident #9105528
TP 1 South	Install and Start-up of Remediation System O&M Remediation System Annual ELTF Submittal
TP 1 South	Quarterly Sampling for Incident #2001-03510
TP 1 South	Construct Remediation System Install and Start-up of Remediation System O&M Remediation System Annual ELTF Submittal
TP 3 North	Quarterly Sampling for Incident #2001-10500
TP 3 North	Install and Start-up of Remediation System O&M Remediation System Annual ELTF Submittal
TP 3 South	Quarterly Sampling per Incident #9904533
TP 3 South	Install and Start-up of Remediation System O&M Remediation System Annual ELTF Submittal
TP 5 North	Quarterly Sampling for Incident #2001-03509
TP 5 North	Quarterly Sampling for Incident #9105545

TP 5 North	Construct Remediation System Install and Start-up of Remediation System O&M Remediation System Annual ELTF Submittal
TP 5 South	Quarterly Sampling for Incident #9410008
TP 5 South	Construct Remediation System Install and Start-up of Remediation System O&M Remediation System Annual ELTF Submittal
TP 5 South	Quarterly Sampling of AG&M and Envirocorp MWs installed per Incident #2001-03508
TP 5 South	Construct Remediation System Install and Start-up of Remediation System O&M Remediation System Annual ELTF Submittal
TP 7 North	O&M of Remediation Systems and Quarterly Sampling per Incident #9912534
TP 7 North	Annual ELTF Submittal
TP 7 North	Expand sparge network at barrier rem. system
TP 7 South	Quarterly Sampling per Incident #2002-04502
TP 7 South	Construct Remediation System Install and Start-up of Remediation System O&M Remediation System Annual ELTF Submittal
TP 8 North	Construct Remediation System Install and Start-up of Remediation System O&M Remediation System (2005 @ 1/2 year) Annual ELTF Submittal
District 21	Quarterly Sampling per Incident #9908514
District 21	Construct Remediation System Install and Start-up of Remediation System O&M Remediation System Annual ELTF Submittal
Lake Co. Maint.	Review previous work by AmTech

Further Site Investigation
CAP Addendum / Implementation
O&M of Remediation System / Quarterly Sampling
Annual ELTF Submittal

LaPorte Toll Plaza Review previous work by AmTech
Source removal / disposal



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December 5, 2005

ITR Corridor
Surface Spills
January 1, 2002 - September 30, 2005

Date	Time	Location	Spilled Material	Quantity of Spill Residues ¹	IDEM Incident #	Carrier Making Release	Remediation Co.
9/22/2005	05:20	MP 29 WB	Diesel Fuel	96.66 Tons	2005-09-275	Wittenburg Truck Lines	SUNPRO, Inc.
9/12/2005	17:00	MP 42.5 EB	Diesel Fuel	10.89 Tons	2005-09-081	Jack Schuge	SUNPRO, Inc.
9/19/2005	09:53	MP 42.6 WB	Diesel Fuel	91.36 Tons	2005-09-091	A. M. Castle & Company	SUNPRO, Inc.
9/15/2005	04:21	MP 43 WB	Diesel Fuel	55.6 Tons	2005-09-018	PFG Customized Distribution	SUNPRO, Inc.
8/21/2005	20:13	MP 100.7 EB	Diesel Fuel	12.57 Tons	2005-09-079	Net Trucking Co.	SUNPRO, Inc.
7/27/2005	07:47	MP 77.6 EB	Diesel Fuel	21.93 Tons	2005-07-221	Ryder Truck	SUNPRO, Inc.
7/20/2005	20:00	MP 79.2 WB	Diesel Fuel	144.79 Tons	2005-07-135	Fleet Global Services, Inc.	SUNPRO, Inc.
7/14/2005	04:09	MP 128 WB	Diesel Fuel	21.56 Tons	2005-07-028	Paschall Truck Lines, Inc.	SUNPRO, Inc.
6/24/2005	21:34	MP 83 WB	Diesel Fuel	17.2 Tons	2005-06-300	Eckland Carriers, Inc.	SUNPRO, Inc.
6/23/2005	05:07	MP 89.5 WB	Diesel Fuel	16.52 Tons	2005-06-212	Yellow Freight Systems	SUNPRO, Inc.
6/20/2005	07:56	MP 108 EB	Diesel Fuel	4.59 Tons	2005-06-191	Excel Express, Inc.	SUNPRO, Inc.
6/17/2005	02:58	MP 66 WB	Diesel Fuel	37.93 Tons	2005-06-104	KNG Express	SUNPRO, Inc.
6/11/2005	07:30	SA 9 EB	Diesel Fuel	7.39 Tons	Not reportable	JD Transportation	SUNPRO, Inc.
3/31/2005	05:32	MP 30 EB	Diesel Fuel	117.41 Tons	2005-02-208	RTI Logistics	SUNPRO, Inc.
3/24/2005	09:05	MP 136 EB	Diesel Fuel	59.98 Tons	2005-02-162	Pawel Transportation Services	SUNPRO, Inc.
2/28/2005	Unknown	MP 90 EB	Diesel Fuel	Unknown	2005-02-771	Falcon Transport	SUNPRO, Inc.
1/12/2005	Unknown - Fog	MP 125.3	Diesel Fuel	47.21 Tons	2005-01-244	Unknown - Multiple vehicles	SUNPRO, Inc.
11/9/2004	02:08	MP 141.3 WB	Diesel Fuel	127.31 Tons	2004-11-028	Trans Am Trucking	CURA / SUNPRO, Inc.
10/15/2004	06:30	MP 66 WB	Latex Paint	123.86 Tons	2004-10-128	Eden Lines	SUNPRO, Inc.
10/13/2004	01:18	MP 90 EB	Diesel Fuel	37.67 Tons	2004-10-070	Estes Express Lines	SUNPRO, Inc.
10/12/2004	14:00	SA 5 South	Diesel Fuel	2 - 55 gal drums	Not reportable	Unknown source	SUNPRO, Inc.
9/2/2004	10:00	MP 61.8 EB	Diesel/Corr Oil	30 Cyl/500 gal	2004-09-011	Falcon Transport	ERIS / FMHTIC, Inc.
9/1/2004	12:33	SA 8 South	Sodium Hydroxide	8.22 Tons	2004-09-003	Statewide Express, Inc.	SUNPRO, Inc.
8/11/2004	02:33	SA 2 North	Diesel Fuel	76.79 Tons	2004-08-231	Ivan Trucking Services, Inc.	ERIS / SUNPRO, Inc.
6/27/2004	02:00	MP 74.5 EB	Diesel Fuel	64.04 Tons	2004-06-228	Dragon Transport	SUNPRO, Inc.
6/25/2004	00:45	MP 119 WB	Diesel Fuel	31.95 Tons	2004-04-144	Across County Transportation	SUNPRO, Inc.
4/19/2004	19:32	MP 92.2 EB	Diesel Fuel	43.97 Tons	2004-04-071	Sammons Trucking	SUNPRO, Inc.
4/4/2004	09:10	MP 82.2 WB	Diesel Fuel	46.42 Tons	2004-04-013	O & I Transport	SUNPRO, Inc.
1/27/2004	19:30	MP 85.5 EB	Diesel Fuel	96.45 Tons	2004-01-166	JDC Logistics	CURA / SUNPRO, Inc.
12/14/2003	05:47	MP 99.5 WB	Diesel Fuel	18.74 Tons	Not reportable	North American Van Lines, Inc.	SUNPRO, Inc.
11/6/2003	05:00	Portage TP	Food Grade Oil	1 - 55 gal drum	Not reportable	Unknown source	SUNPRO, Inc.
10/18/2003	Unknown	MP 126.7	Diesel Fuel	28.1 Tons	2003-10-130	Action Carriers	Tech Serv / SER, LLC
9/25/2003	07:30	SA 8 North	Diesel Fuel	32.21 Tons	2003-09-204	Liquid Transport Corporation	SUNPRO, Inc.
8/23/2003	21:43	MP 123.7 WB	Diesel Fuel	58.75 Tons	2003-08-187	BJ Enterprises, Inc.	SUNPRO, Inc.
8/20/2003	Unknown	MP 45.5 EB	Diesel Fuel	Spill estimated at 90 gals	2003-08-070	Mainline Motor Express	CURA / Industrial Environmental Services
8/12/2003	04:00	MP 152 EB	Diesel Fuel	1 - 55 gal drum	2003-08-077	Eastern Refrigerated Express	SUNPRO, Inc.
8/4/2003	14:35	SA 7 South	Coolingcare 2477	5 - 55 gal drums	No IDEM #	Part Transportation	SUNPRO, Inc.
7/11/2003	12:46	SA 8 South	Diesel Fuel	20.43 Tons	2003-07-137	Eleto Transfer	SUNPRO, Inc.
6/19/2003	20:05	SA 7 South	Diesel Fuel	1 - 55 gal drum	Not reportable	Unknown source	SUNPRO, Inc.
6/11/2003	15:05	SA 8 South	Diesel Fuel	0.25 Tons	Not reportable	Unknown source	SUNPRO, Inc.
5/13/2003	03:02	MP 29 EB	Diesel Fuel	50.93 Tons	2003-05-148	US Xpress, Inc.	SUNPRO, Inc.
4/17/2003	06:02	MP 121.3 WB	Diesel Fuel	33.23 Tons	2003-04-139	PC Express	SUNPRO, Inc.

¹includes contaminated soil and absorbed spilled material

December 5, 2005

Date	Time	Location	Spilled Material	Quantity of Spill Residues ¹	IDEM Incident #	Carrier Making Release	Remediation Co.
4/25/2003	10:10	MP 135 EB	Diesel Fuel	14.32 Tons	Not reportable	K & W Trading	SUNPRO, Inc.
4/23/2003	Unknown	MP 8.3 EB	Diesel Fuel	Estimated quantity spilled 40 gal	2003-04-203	Van's Interstate Services	Industrial Environmental Services
2/12/2003	21:40	MP 68 EB	Alcohol Ethoxy Sulfate/Diesel	15.08 Tons/20-55 g drums Estimated quantity spilled 50	2003-02-086	Schneider National	SUNPRO, Inc.
1/27/2003	11:28	SA 5 South	Diesel Fuel	Estimated quantity spilled 90 gals	2003-01-149	Prairie Lines, Inc.	SUNPRO, Inc.
1/23/2003	10:34	MP 67.2 WB	Diesel Fuel	96.49 Tons	2003-01-132	Town Trucking	SUNPRO, Inc.
1/7/2003	14:27	MP 65.5 EB	Diesel Fuel	42.98 Tons	2003-01-051	Reed Trucking	SUNPRO, Inc.
1/5/2003	Unknown	SA 7 South	Diesel Fuel	Estimated quantity 50 gals	2003-01-034	Covenant Transport	Tech Serv
12/28/2002	09:45	108 EB Truck Lot	Phosphoric Acid	1 - 55 gal drum	Not reportable	J & R Schugel Trucking, Inc.	SUNPRO, Inc.
11/26/2002	Unknown	MP 117 WB	Diesel Fuel	1 - 55 gal drum	2002-12-155	HMD Trucking	SUNPRO, Inc.
10/31/2002	21:15	SA 8 North	Diesel Fuel	Estimated quantity 150 gals	2002-11-148	Rudolph Express	CURA/ Industrial Environmental Services
9/7/2002	16:35	MP 60 EB	Diesel Fuel	7.55 Tons	2002-11-014	Unknown source	SUNPRO, Inc.
8/4/2002	11:26	MP 38 EB	Gasoline Fuel	38.08 Tons	2002-09-042	D & T Trucking Company, Inc.	SUNPRO, Inc.
7/10/2002	16:00	MP 77 EB	Paint/Diesel	57.53 Tons	2002-08-059	Robert Lewis	SUNPRO, Inc.
6/15/2002	15:00	Bristol TP	Diesel Fuel	86.78 Tons	2002-07-100	Contract Transportation Systems	SUNPRO, Inc.
6/8/2002	07:30	MP 149 EB	Diesel Fuel	17.88 Tons	2002-06-148	Page Transport	SUNPRO, Inc.
4/21/2002	23:30	MP 40.8 WB	Diesel Fuel	14.07 Tons	Not reportable	New Century Transportation	Environmental Management/ SUNPRO
4/16/2002	23:49	MP 90.4 EB	Diesel Fuel	220.27 Tons	2002-04-203	TR-Share Transportation	Tech Serv
3/26/2002	11:16	MP 83.7 WB	Diesel Fuel	24.6 Tons	2002-04-200	NFC Nortran, Inc.	SUNPRO, Inc.
3/25/2002	14:18	MP 73.8 EB	Diesel Fuel	50.43 Tons	2002-03-207	US Xpress, Inc.	SUNPRO, Inc.
				149.62 Tons	2002-03-194	Prime, Inc.	SUNPRO, Inc.

Schedule 3.16(e)

ISP Capital Improvements

Equipment

Vehicles \$22,000 x (50) \$1,100,000.00

Vehicle Equip \$4,150 x 50 \$207,500.00

New Post Construction \$4,000,000.00

Schedule 4.1

IFA's Duties

See attached.

Schedule 5.5

Mandatory Expansion Requirements

1. Implement a barrier-controlled electronic toll collection within two years of the Closing Date.
2. Expand to 3 travel lanes in each direction from Milepost 14.0 to Milepost 15.5 by December 31, 2008.
3. Expand to 3 travel lanes in each direction from Milepost 10.6 to Milepost 14.0 and lower Toll Road elevation to accommodate the flight path of Gary Chicago International Airport by December 31, 2010.
4. Expand to 3 travel lanes in each direction from Milepost 18.5 to Milepost 20.27 by December 31, 2007.

Schedule 7.1

Tolling Regulation

Section 1. Right to Establish Tolls.

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

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

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

Section 2. Notices.

(a) *Notice of Pending Toll Changes.* If the Concessionaire desires to change any toll (including increases or decreases in any toll or different methods of charging tolls), it shall give notice of such change (a "Pending Toll Change") (i) to the IFA no later than 90 days prior to the implementation of such change and (ii) to the public in accordance with Section 2(b) of this Schedule beginning, but not earlier than, 60 days prior to the implementation of such change.

(b) *Notice to Public.* The Concessionaire shall use commercially reasonable efforts to (i) provide notice to the public of all tolls for the use of the Toll Road and (ii) inform the public of a Pending Toll Change during the 60-day period prior to the implementation of such change. The Concessionaire shall maintain a website on the Internet that states all tolls, temporary discounts and Pending Toll Changes. The Concessionaire shall make known to the public and maintain a telephone number to enable any person to request a printed description of all tolls, temporary discounts and Pending Toll Changes. The Concessionaire may modify any of the aforesaid means of communication with the public consistent with any developments in common practice relating to means of comparable communication.

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

it shall give notice of the establishment or termination of such temporary discount to the IFA at least one Business Day prior to the implementation of termination of such temporary discount.

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

Section 3. Tolling Level Requirements.

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

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

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

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

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

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

Period	Toll (\$)	Through Trip Per Mile Rate (\$/Mile)
Closing – March 31, 2007	\$13.78	\$0.088
April 1, 2007 – March 31, 2008	\$17.40	\$0.111

April 1, 2008 – March 31, 2009	\$21.01	\$0.134
April 1, 2009 – June 30, 2010	\$24.63	\$0.157

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

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

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

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

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

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

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

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

Indiana Toll Road
Illustrative Calculation of Four Year Look Back

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

Implemented on 6/30/2010

8.3%

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

Indiana Toll Road

Illustrative Calculation of One Year Look Back

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

Implemented on 6/30/2011 2.05%

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

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

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

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

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

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

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

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

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

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

Toll Plaza	Mileage Used		Segment Length
	From	To	
Westpoint	0.0	3.0	3.0
S.R. 912	3.0	5.0	2.0
Calumet Ave	5.0	10.0	5.0
Cline Ave	10.0	13.0	3.0
Buchanan St.	13.0	15.0	2.0
Broadway	15.0	17.0	2.0
I-65 Gary East	17.0	21.0	4.0
Burns Harbor/I-94	21.0	23.0	2.0
Willowcreek Rd.	23.0	24.0	1.0
Portage	24.0	31.0	7.0
S.R. 49/Valparaiso	31.0	39.0	8.0
U.S. 421/Michigan City	39.0	49.0	10.0
S. R. 39/La Porte	49.0	72.0	23.0
U.S. 31 Bypass	72.0	77.0	5.0
U.S. 31-33/South Bend	77.0	83.0	6.0
Mishawaka/Fir Rd	83.0	92.0	9.0
S. R. 19/Elkhart	92.0	96.0	4.0
Elkhart East	96.0	101.0	5.0
S. R. 15/Bristol/Goshen	101.0	107.0	6.0

S.R. 13/U.S. 31/Middlebury	107.0	121.0	14.0
S. R. 9 Howe/La Grange	121.0	144.0	23.0
I-69 Angola	144.0	157.0	13.0
Eastpoint (although located at milepost 153, for tolling purposes the toll plaza is assumed to end at milepost 157)	157.0	NA	NA

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

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

- (i) establish, collect and enforce reasonable administration fees and reasonable fees to commence or appeal any dispute proceedings;
- (ii) establish reasonable interest rates to be charged on unpaid tolls and fees, and collect interest charged as such rates;
- (iii) establish reasonable terms and conditions, including reasonable fees, for the registration and distribution of toll devices; and
- (iv) require reasonable security for the provision of any toll devices.

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

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

Schedule 7.1(a)

Initial Toll Increase Schedule By Barrier and Plaza

Indiana Toll Road

Initial Toll Increase Schedule By Barrier and Plaza Period from Closing Through March 31, 2007

A) Barrier System

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

Direction of Travel	Entry or Exit	Class 2 Two Axle Vehicles and Motorcycles		Class 3 Three Axle Vehicles and Combinations		Class 4 Four Axle Vehicles and Combinations		Class 5 Five Axle Vehicles and Combinations		Class 6 Six Axle Vehicles and Combinations		Class 7 Seven Axle Vehicles and Combinations	
		WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB
Plaza 1 West Point	WB	EXIT	1.25	1.50	2.25	2.75	3.25	3.75	4.25	4.75	5.25	5.75	6.00
	EB	ENTRY	1.25	1.50	2.25	2.75	3.25	3.75	4.25	4.75	5.25	5.75	6.00
Plaza 5 Calumet Ave	WB	EXIT	1.00	1.25	1.75	2.25	2.50	2.50	2.50	2.50	2.50	2.50	5.00
	EB	ENTRY	1.00	1.25	1.75	2.25	2.50	2.50	2.50	2.50	2.50	2.50	5.00
Plaza 10 Cline Ave	WB	EXIT	0.75	0.75	1.25	1.75	2.00	2.00	2.00	2.00	2.00	2.00	3.75
	EB	ENTRY	0.75	0.75	1.25	1.75	2.00	2.00	2.00	2.00	2.00	2.00	3.75
Plaza 17 I-65/Gary East	WB	ENTRY	\$0.50	0.50	0.75	1.25	1.25	1.25	1.25	1.25	1.25	1.25	2.50
	EB	EXIT	0.50	0.50	0.75	1.25	1.25	1.25	1.25	1.25	1.25	1.25	2.50
Plaza 21 Lake Station-94	WB	ENTRY	\$0.50	0.50	0.75	1.25	1.25	1.25	1.25	1.25	1.25	1.25	2.50
	EB	EXIT	0.50	0.50	0.75	1.25	1.25	1.25	1.25	1.25	1.25	1.25	2.50
Plaza 23 Willow Creek Rd.	WB	ENTRY	\$0.50	0.50	0.75	1.25	1.25	1.25	1.25	1.25	1.25	1.25	2.50
	EB	EXIT	0.50	0.50	0.75	1.25	1.25	1.25	1.25	1.25	1.25	1.25	2.50

B) Ticket System

Class 2 (Two Axle Vehicles and Motorcycles)

Through Trip Toll Rate: \$6.00

Postage Barrier	31	38	49	72	77	83	92	96	101	107	121	144	153
Valparaiso - Chesterlton	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Michigan City	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
LaPorte	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
South Bend West	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
South Bend North	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Notre Dame	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Mishawaka	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Elkhart	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Elkhart East	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Bristol - Goshen	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Middlebury	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Howe	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
LaGrange	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Angola	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
East Point	0.50	0.50	1.00	1.50	2.00	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25

Indiana Toll Road

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

A) Barrier System

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

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

B) Ticket System

Class 2 (Two Axle Vehicles and Motorcycles)

Through Trip Toll Rate: \$8.00

Barrier	Direction	Toll	Barrier	Direction	Toll	Barrier	Direction	Toll	Barrier	Direction	Toll	Barrier	Direction	Toll	Barrier	Direction	Toll	Barrier	Direction	Toll
31	WB	0.50	31	WB	0.50	31	WB	0.50	31	WB	0.50	31	WB	0.50	31	WB	0.50	31	WB	0.50
39	WB	0.75	39	WB	0.75	39	WB	0.75	39	WB	0.75	39	WB	0.75	39	WB	0.75	39	WB	0.75
49	WB	1.25	49	WB	1.25	49	WB	1.25	49	WB	1.25	49	WB	1.25	49	WB	1.25	49	WB	1.25
72	WB	2.50	72	WB	2.50	72	WB	2.50	72	WB	2.50	72	WB	2.50	72	WB	2.50	72	WB	2.50
77	WB	2.75	77	WB	2.75	77	WB	2.75	77	WB	2.75	77	WB	2.75	77	WB	2.75	77	WB	2.75
83	WB	3.00	83	WB	3.00	83	WB	3.00	83	WB	3.00	83	WB	3.00	83	WB	3.00	83	WB	3.00
92	WB	3.50	92	WB	3.50	92	WB	3.50	92	WB	3.50	92	WB	3.50	92	WB	3.50	92	WB	3.50
96	WB	3.75	96	WB	3.75	96	WB	3.75	96	WB	3.75	96	WB	3.75	96	WB	3.75	96	WB	3.75
101	WB	4.00	101	WB	4.00	101	WB	4.00	101	WB	4.00	101	WB	4.00	101	WB	4.00	101	WB	4.00
107	WB	4.25	107	WB	4.25	107	WB	4.25	107	WB	4.25	107	WB	4.25	107	WB	4.25	107	WB	4.25
121	WB	5.00	121	WB	5.00	121	WB	5.00	121	WB	5.00	121	WB	5.00	121	WB	5.00	121	WB	5.00
144	WB	6.00	144	WB	6.00	144	WB	6.00	144	WB	6.00	144	WB	6.00	144	WB	6.00	144	WB	6.00
153	WB	6.75	153	WB	6.75	153	WB	6.75	153	WB	6.75	153	WB	6.75	153	WB	6.75	153	WB	6.75

Indiana Toll Road

Initial Toll Increase Schedule By Barrier and Plaza

Period from April 1, 2007 Through March 31, 2008

Class 3 (Three Axle Vehicles or Combination)
 Through Trip Toll Rate: \$10.00 differs from Section 3 (a) (b) due to rounding

31	Portage Barrier	31	Valparaiso - Chesterton	38	Michigan City	49	LaPorte	72	South Bend West	77	South Bend Notre Dame	83	Mishawaka	92	Elkhart	96	Elkhart East	101	Bristol - Goshen	107	Middlebury	121	Howe	144	Angola	153	East Point												
	0.75		0.75		0.75		1.50		0.75		0.75		0.75		0.75		0.75		0.75		1.00		1.50		1.50		2.25	2.25	3.50	3.25	3.25	4.00	4.75	5.00	5.25	7.00	7.50	7.75	8.50

Class 4 (Four Axle Vehicles or Combination)
 Through Trip Toll Rate: \$17.50 (Differs from Section 3 (a) (b) due to rounding)

31	Portage Barrier	31	Valparaiso - Chesterton	38	Michigan City	49	LaPorte	72	South Bend West	77	South Bend Notre Dame	83	Mishawaka	92	Elkhart	96	Elkhart East	101	Bristol - Goshen	107	Middlebury	121	Howe	144	Angola	153	East Point											
	1.00		1.00		1.00		2.75		1.00		1.00		1.00		1.00		1.00		1.00		1.75		2.25		2.75		5.00	5.00	6.00	6.00	6.50	7.00	7.50	8.25	9.25	10.25	11.50	13.00

Class 5 (Five Axle Vehicles or Combination)
 Through Trip Toll Rate: \$22.50 (Differs from Section 3 (a) (b) due to rounding)

31	Portage Barrier	31	Valparaiso - Chesterton	38	Michigan City	49	LaPorte	72	South Bend West	77	South Bend Notre Dame	83	Mishawaka	92	Elkhart	96	Elkhart East	101	Bristol - Goshen	107	Middlebury	121	Howe	144	Angola	153	East Point																	
	1.50		1.50		1.50		3.50		1.50		1.50		1.50		1.50		1.50		1.50		2.00		2.00		3.50		5.00	5.00	6.25	6.25	7.00	7.00	7.50	8.50	9.00	9.90	10.50	11.25	12.00	12.00	15.50	16.75	17.50	19.00

Indiana Toll Road

Initial Toll Increase Schedule By Barrier and Plaza

Period from April 1, 2007 Through March 31, 2008

Class 6 (Six Axle Vehicles or Combination)
Through Trip Toll Rate: \$26.50 (Differs from Section 3 (a) (V) due to rounding)

31	Portage Barrier	31	Valparaiso - Chesterton	38	Michigan City	49	LaPorte	72	South Bend West	77	South Bend Notre Dame	83	Mishawaka	92	Elkhart	96	Elkhart East	101	Bristol - Goshen	107	Middlebury	121	Howe LaGrange	144	Angola	153	East Point	
	1.75	1.75	1.75	1.75	1.75	4.25	4.25	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	2.50	2.50	4.25	4.25	2.50	2.50	5.75	5.75	
39	2.50	3.25	3.25	3.25	3.25	5.00	5.00	3.25	3.25	3.25	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25	
49	8.25	6.50	6.50	6.50	6.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	
72	9.00	7.50	7.50	7.50	7.50	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	
77	10.00	8.25	8.25	8.25	8.25	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	
83	12.50	10.00	10.00	10.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50
92	14.00	12.50	12.50	12.50	12.50	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00
96	16.50	14.75	14.75	14.75	14.75	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25
101	19.75	17.00	17.00	17.00	17.00	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25
107	20.75	18.25	18.25	18.25	18.25	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75	20.75
121	22.25	19.00	19.00	19.00	19.00	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25
144		20.75	20.75	20.75	20.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75
153		20.75	20.75	20.75	20.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75

Class 7 (Seven or More Axle Vehicles or Combination)
Through Trip Toll Rate: \$49.25 (Differs from Section 3 (a) (V) due to rounding)

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

