

EXHIBIT 19-A

FORM OF PAYMENT BOND

Bond No. _____

For

The Project

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, 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") has awarded to I-69 Development Partners LLC (the "Developer" or "Obligee"), a Public-Private Agreement, I-69 Section 5 Project (the "Agreement") to design, build, finance, operate and maintain the I-69 Section 5 Project (the "Project") through a public-private partnership;

AND WHEREAS, _____ [Contractor Name] an entity duly authorized to do business in the State of Indiana (the "Principal" or "Contractor") has entered into a contract (the "Contract") with Developer bearing the date of _____, related to the performance of [design and construction work][O&M during construction work] for the Project, which Contract is specifically incorporated by reference herein, said work to be done according to the terms of the Contract;

AND WHEREAS, it is one of the conditions of the Contract and the Agreement that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties") are firmly bound and held unto the Obligee, in the penal sum of _____ Dollars (\$ _____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Obligee, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. If the Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under the Contract, whether said labor be performed and said materials and supplies be furnished under the original Contract, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.

2. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating

to the Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

3. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that the Obligee and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Obligee or claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Obligee designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____."

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

Principal (full legal name): _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety (full legal name): _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished.]