

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into as of the Effective Date by and among I-69 Development Partners LLC, a Delaware limited liability company (“Developer”), Roadis Transportation, B.V. (“Roadis”), 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”), Isolux Corsan, LLC, a Texas limited liability company (“Design-Build Contractor”), Corsán-Corvián Construcción, S.A., a Spanish Company (“Guarantor”) and Grupo Isolux Corsán, S.A. (“Design-Build Contractor Parent Company”) (each, a “Party” and, together, the “Parties”).

RECITALS

A. The Developer and IFA entered into the Public-Private Agreement I-69 Section 5 Project dated as of April 8, 2014 (including all exhibits and amendments thereto) (the “PPA”);

B. Developer and Corsán-Corvián Construcción, S.A. 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 “DBC Agreement”);

C. On July 1, 2014 Corsán-Corvián Construcción, S.A. assigned the Design-Build Contract to a subsidiary of Guarantor, Isolux Corsan, LLC, 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 herewith (the “**Assignment Agreement**”).

D. As a material inducement for Developer to consent to the Assignment Agreement, Guarantor agreed to guarantee all obligations of Design-Build Contractor under the Design-Build Contract. In this regard, Guarantor unconditionally and irrevocably guaranteed to Developer all obligations of Design-Build Contractor under the Design-Build Contract, including, without limitation, completion of the D&C Work, all warranty and other continuing obligations under the Design-Build Contract, all obligations arising under indemnities provided by Design-Build Contractor under the Design-Build Contract and payment of all amounts owing by Design-Build Contractor under the Design-Build Contract (including liquidated damages and any amount owed by Design-Build Contractor to Developer as a result of Developer having to rectify a default or omission of Design-Build Contractor) (“Guarantor’s Guaranty”).

E. Developer, IFA and Design-Build Contractor desire to resolve certain disputes and claims on the Project, (including but not limited to those identified on **Exhibit A** hereto), and related funding shortfalls that have arisen related to the I-69 Section 5 Project (the “Project”);

F. Funding for the Project was provided, in part, by the issuance of revenue bonds by the IFA designated as Tax-Exempt Private Activity Bonds (I-69 Section 5 Project), Series

EXECUTION COPY

2014 (the "Series 2014 Bonds"), the proceeds of which were loaned to Developer under the terms of (1) the Senior Loan Agreement, dated as of July 1, 2014 (the "Loan Agreement"), between IFA and Developer and (2) certain related financing documents (collectively, the "Financing Documents");

G. The Parties desire to work in good faith, together with their respective counsel, to obtain any required approvals or consents and to negotiate, draft and enter into the required amendments, exhibits, documents, certificates and any other instruments, including, without limitation, amendments to the PPA, the DBC Agreement and the Financing Documents (collectively, the "Definitive Documents"), each reflecting the Parties' mutual understanding with respect to the Project, incorporating the terms and conditions set forth in this non-binding MOU;

H. Initially capitalized words not otherwise defined in this MOU have the meaning ascribed to them in the PPA, DBC Agreement or the Loan Agreement, as applicable; and

I. This MOU is not intended to constitute a comprehensive, final or binding agreement on any Party and is subject to revision as the terms set forth herein and any additional terms are further negotiated and agreed upon by the Parties.

AGREEMENT

Now therefore, the Parties hereby set forth their mutual understanding and intent:

1. Definitive Documents. As soon as practicable after the execution and delivery of this MOU, the Parties shall negotiate and prepare Definitive Documents reflecting the terms and conditions set forth in this MOU, as well as, amendments to existing agreements necessary to implement the terms and conditions set forth in this MOU ("Definitive Documents"). The Definitive Documents shall contain such customary terms and conditions as shall be reasonably consistent with the Parties' current contractual arrangements, except as necessary to effect the terms of this MOU, and reasonably acceptable to the Parties and their respective counsel, including but not limited to the receipt of any and all necessary consents, approvals and/or agreements of or with third parties.

2. Additional Terms and Conditions. The Parties agree to the creation of Definitive Documents, including amendments to the PPA, the DBC Agreement and the Financing Documents, that provide the following:

a. Developer shall contribute an additional \$23,323,000 to the Project ("Developer's Additional Equity").

b. Design-Build Contractor shall contribute \$52,002,000 to the Project ("Design-Build Contractor's Additional Equity"). This amount includes the Twenty Three Million Twenty Five Thousand Dollars (\$23,025,000) in proceeds already contributed by Design-Build Contractor after Developer's execution of the Liquid

EXECUTION COPY

Security. Guarantor's Parent Guaranty will remain and be amended to cover Design-Build Contractor's obligations in the MOU and the Definitive Documents.

c. IFA's Milestone Payments shall be increased from \$80,000,000 to \$108,244,000. (The increase of \$28,244,000 shall be referred to as "Additional Milestone Payment"). The Additional Milestone Payment shall not be reduced, credited or set-off by any payments made by IFA prior to the execution of the Definitive Documents.

d. Developer's Additional Equity, Design-Build Contractor's Additional Equity and IFA's Additional Milestone Payment are collectively referred to herein as "Additional Contributions".

e. A substantial portion of the D&C Work for Milestone 4 is completed as of the date of this MOU, and therefore, IFA and Developer will modify the PPA authorizing a partial payment of Milestone Payment 4 commensurate with the percentage of work completed under the Milestone simultaneously with the execution of the Definitive Documents in order to facilitate continued payment for the D&C Work. This early payment by IFA is subject to approval by the Lender's Technical Advisor and the Collateral Agent.

f. The payment of Additional Contributions will be made at the time of, and is a condition precedent to, the closing of the Definitive Documents. The Parties further agree that in the event the Project is able to be completed for less than the sum of the Additional Contributions, the IFA shall be entitled to recover the first \$7.3 million of savings and that any savings above \$7.3 million shall be divided equally between IFA, Developer and Design-Build Contractor.

g. The Baseline Substantial Completion Date shall be extended from October 31, 2016 to May 31, 2018 which date will be reflected in the revised Project Schedule, and any milestone, deadline or target date derived from the Baseline Substantial Completion Date that has not been achieved before the execution of the Definitive Documents shall be commensurately extended. Notwithstanding anything in this paragraph, the timing for payment of Availability Payments shall be as set forth in paragraph 2(j).

h. At the conclusion of ongoing meetings between IFA, Design-Build Contractor and certain Contractors, subcontractors/subconsultants, Developer shall develop a proposed Project Schedule incorporating the revised Baseline Substantial Completion Date, as well as, documents describing or depicting the nature, extent and details necessary to support a Change Order implementing the terms and conditions set forth in this MOU. Such revised Project Schedule and Change Order documents shall be submitted to IFA on or before February 15, 2017 (before execution of the Definitive Documents) and are subject to IFA's approval consistent with the PPA or as agreed by the Parties in the Definitive Documents.

EXECUTION COPY

i. The “Long Stop Date” as defined in the PPA and the DBC Agreement shall be extended from October 31, 2017 to November 30, 2018 and any milestone, deadline or target date derived from the Long Stop Date that has not been achieved before the execution of the Definitive Documents shall be appropriately extended. Notwithstanding anything in this paragraph, the timing for payment of Availability Payments shall be as set forth in paragraph 2(j).

j. The period over which Availability Payments will be made shall commence upon the Substantial Completion Date, which period is anticipated to commence in June 2018 instead of November 2016, and shall continue through no later than May 2052. The term of Concession shall remain in effect until the earliest of: 34 years after the Baseline Substantial Completion Date, 34 years after Substantial Completion Date, or termination of the PPA.

k. The “Maximum Availability Payment” base (before indexation), shall remain unchanged at Twenty Million Three Hundred Twenty Three Thousand (\$20,323,000).

l. The Additional Contributions shall be used to ensure payment for the D&C Work consistent with the PPA and the DBC Agreement. The Contract Sum in the DBC Agreement will be increased via amendment or Change Order to ensure the Additional Contributions can be used to ensure prompt payment for the D&C Work.

m. Developer and/or Design-Build Contractor shall resolve, settle, or withdraw (as applicable), all claims that have been asserted or have accrued to date (known and/or unknown; asserted and/or unasserted), including but not limited to all Relief Event Notices or Requests, and any other claim for additional compensation, damages or time extensions, at every tier of the Project (including but not limited to the Relief Events, Claims, and claims identified on **Exhibit A** hereto), Notice of Defaults, fines and penalties, Notice of Failures and any other claims at every tier of the Project, all at no additional cost to IFA, other than as set forth herein. Developer and Design-Build Contractor further represent and warrant that no additional Relief Events, or other claim for additional compensation, time extension or damages, except for Relief Events under sub-sections (a), (b), (f), (j) and (t), will be made against IFA or requested of IFA as it relates to D&C Work (or to accomplish the schedule or other requirements set forth herein), and that the Definitive Documents will include global releases and waivers as to any such future Relief Events or other claims for additional compensation, time extensions or damages, as well as all claims accrued to date. Prosecution of Relief Events under sub-sections (a), (b), (f), (j) and (t) will be conditioned upon Design-Build Contractor and Developer requesting a mitigation meeting with IFA before presenting such Claims. The pending litigation and threatened arbitration between Design-Build Contractor and Developer shall be dismissed with prejudice and withdrawn, respectively. The pending arbitration proceeding regarding Relief Requests 2a, 16a and 48 shall be dismissed with prejudice, and IFA’s pending requests to Design-Build Contractor for inspection/audit of documents, and Design-Build Contractor’s pending Access to Public Records requests to IFA, INDOT and the Governor’s office, shall be withdrawn. Design-Build Contractor shall provide all

EXECUTION COPY

certifications and lien releases required by Section 17.2.2.2 of the PPA as part of the monthly payment processing. Design-Build Contractor, Guarantor and Design-Build Contractor Parent Company shall defend, indemnify and hold IFA and Developer harmless from any damages (including reasonable attorney's fees) resulting from claim(s), lien(s) or personal liability notice(s) asserted by Design-Build Contractor and/or any Contractor on the Project. In the event of a failure by Design-Build Contractor regarding any matter, obligation, responsibility, representation or warranty set forth in this section 2(m), Developer will assume Design-Build Contractor's liability, and Developer and Roadis shall defend, indemnify and hold IFA harmless from any such damages (including reasonable attorney's fees) resulting from Relief Events, claim(s), lien(s) or personal liability notice(s) asserted by Developer, Design-Build Contractor and/or any Contractor on the Project. IFA may deduct and offset any amounts or damages owing to it under this MOU (including under this section 2(m)), or the Definitive Documents, from and against any amounts IFA may owe to Developer under this MOU, the Definitive Documents, and/or the PPA. With respect to amounts or damages owed to IFA under this MOU or the Definitive Documents as a result of claims or liens, IFA may exercise such right to offset upon the initiation of any lawsuit or other legal proceeding by a Contractor in furtherance of such claim or lien.

n. The Definitive Documents shall provide that IFA, Developer and Design-Build Contractor release and withdraw pending Relief Event Notices or Requests, other claims for additional compensation or extensions of time, Notice of Defaults, and Notice of Failures.

o. Once the updated Project Schedule has been agreed upon by the Parties, and in any event prior to execution of the Definitive Documents, Developer shall provide IFA with an updated cash flow projection, reflecting its plan for paying for the D&C Work and the debt service on the outstanding bonds used to finance the Project.

p. IFA understands that Developer and/or Design-Build Contractor have determined that modifications to the management structure of Design-Build Contractor are appropriate. Developer shall work with the Design-Build Contractor to establish such management structure change, which shall be subject to IFA's review and approval. Developer and Design-Build Contractor shall provide details regarding the modifications to the management structure by no later than February 15, 2017, and in any event, prior to execution of the Definitive Documents.

q. Design-Build Contractor shall deliver an irrevocable standby letter of credit simultaneously with the execution of the Definitive Documents in the amount of \$23 million that will comply with all material requirements in the PPA and DBC Agreement. Developer agrees that any proceeds from a draw on the letter of credit will be used toward payment of D&C Work, including valid claims, consistent with the PPA and the DBC Agreement, unless IFA consents to another valid use.

r. By February 15, 2017, and in any event, prior to execution of the Definitive Documents, Developer shall provide IFA with its plan and timetable for communicating with bondholders and LTA.

EXECUTION COPY

s. Each of Developer, Design-Build Contractor and IFA shall represent that it is not aware of any claim, or condition that might give rise to a claim that has not been disclosed to the other Parties. Attached as **Exhibit A** is Developer and Design-Build Contractor's good faith attempt to list all of the claims arising from the Project of which they are aware as of the Effective Date.

t. The Parties shall cooperate (1) in the preparation of amendments to the Financing Documents as shall be required to reflect the terms and conditions set forth herein or as otherwise deemed reasonably necessary by them, and (2) in seeking and obtaining consents of the Trustee, Collateral Agent, Lender's Technical Advisor and the Owners of a majority in aggregate principal amount of the Outstanding Series 2014 Bonds to the Definitive Documents to the extent required by their terms.

u. The Parties acknowledge and understand that the terms in this MOU and one or more Definitive Documents may be subject to approval from the bondholders, the LTA, or other third parties, and the Parties agree to cooperate in obtaining such approvals.

v. The Work, Project Schedule and Traffic Management Plan for Construction Work shall be performed and revised (as applicable) to provide that four (4) lanes (2 lanes northbound and 2 lanes southbound) must be open, and remain open, to traffic between in Zone 1 and Zone 2, at all times, beginning no later than August 15, 2017. With respect to Zone 3, the four (4) lanes shall be open, and remain open, to traffic beginning no later than March 31, 2018, and in the interim, shall be open on a temporary basis during the time periods set forth on **Exhibit C** to this MOU. In the event Developer complies with this paragraph 2(v), IFA will withdraw the Noncompliance Adjustments assessed on the Project to date, which are identified in **Exhibit B** to this MOU. If Developer fails to comply with this paragraph 2(v), IFA reserves the right to assess the Noncompliance Adjustments identified in **Exhibit B** hereto. Nothing herein shall be construed as precluding IFA from assessing Noncompliance Points, Noncompliance Events, Noncompliance Adjustments, and related fines and/or penalties, which arise or accrue after the effective date of this MOU.

3. **Effective Date.** The effective date of this MOU shall be the date on which it has been executed by all of the Parties.

4. **Counterparts.** This MOU may be executed in counterparts, each of which will be deemed an original, but all of which shall be considered one and the same instrument.

5. **Termination.** This MOU shall terminate upon execution of the Definitive Documents unless it is earlier terminated by any Party for any reason or no reason.

6. **Non-Binding Effect.** It is understood that this MOU merely constitutes a statement of the mutual intentions of the Parties with respect to the contemplated settlement of disputes, will be used as a basis for further discussions, does not contain all matters upon which agreement must be reached in order for the contemplated settlement to be consummated and

EXECUTION COPY

creates no binding rights in favor of any Party, except with respect to the provisions set forth in Sections 4, 5, 6, 7, 8 and 9. A binding commitment with respect to the contemplated settlement will result only if the Definitive Documents are executed and delivered, and then, only subject to the terms and conditions contained therein.

7. Confidentiality. To the maximum extent permitted by law, the Parties further agree that this MOU and the terms and conditions of this MOU, reflect ongoing discussions and negotiations as the Parties work to finalize Definitive Documents, and as such, are strictly confidential and shall not be disclosed or discussed with any other persons, entities or organizations, except as may be required by applicable law, including but not limited to the Access to Public Records Act. Each Party may disclose or reveal, orally, in writing and/or by inspection, the contents of this MOU to its officers, employees and agents (or in the case of the IFA, other agencies or offices of the State of Indiana) who are actively and directly participating in evaluation or consummation of the transactions which are the subject of this MOU or who otherwise need to know such information for purposes of evaluation including, but not limited to the Surety companies that have provided bonding for the Project, the Trustee, the bondholders and their designated representatives and counsel under the same conditions of confidentiality. In the event that a party is compelled to disclose all or any part of the MOU under the terms of a subpoena or order issued by a court of competent jurisdiction or by a governmental body or agency, or in the event that in the opinion of a party's counsel it is legally required to disclose all or any part of the MOU, the party shall: (a) promptly notify the other party(ies) of the existence, terms and circumstances surrounding such requirement; (b) consult with the other party(ies) on the advisability of taking legally available steps to resist or narrow such requirement and to cooperate with any efforts of the other party(ies) to resist or narrow such requirement; and (c) if disclosure of such Confidential Information is required to prevent the party from being held in contempt or subject to other penalty or from violating the law, to furnish only such portions of the MOU as, in the opinion of the party's counsel, the party is legally compelled to disclose.

8. Governing Law. This MOU and the Definitive Documents 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.

9. Jurisdiction and Venue. The Definitive Documents shall provide that all Parties agree to submit to the jurisdiction 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. Notwithstanding the foregoing, IFA may, in its sole discretion, bring an action against Roadis, Guarantor, and/or the Design-Build Contractor Parent Company in those Indiana state courts or in any other court where any of them may be located, have offices, do business, and/or have assets. The Parties further agree and consent that IFA may require any Dispute(s) that are eligible for filing in the Indiana Commercial Court to be filed and assigned to the Commercial Court Docket in Marion County (Indiana). Any other Dispute(s) not eligible for filing in the Indiana Commercial Court that Indiana Finance Authority chooses to have resolved in Indiana shall be filed in the Superior Court of Marion County (Indiana). The Parties further agree that any judgment against Roadis, Guarantor, and/or the Design-Build Contractor Parent Company may be enforced in any court of

EXECUTION COPY

competent jurisdiction wherever that Party or any of its assets are located. Roadis, Guarantor, and the Design-Build Contractor Parent Company each agrees to irrevocably appoint a domestic agent located in Indiana as its registered agent for purposes of service and to designate that agent in the Definitive Documents.

[Remainder of this page intentionally blank]

IN WITNESS WHEREOF, each of the Parties has executed this MOU as of the date set forth below its signature.

“DEVELOPER”

I-69 DEVELOPMENT PARTNERS LLC

By: _____
Its: CEB
Date: JAN 20th 2017

“IFA”

INDIANA FINANCE AUTHORITY

By: _____
Its: _____
Date: _____

“DESIGN-BUILD CONTRACTOR”

ISOLUX CORSAN, LLC

By: _____
Its: _____
Date: _____

“ROADIS”

ROADIS TRANSPORTATION, B.V.

By: _____
Its: _____
Date: _____

“DESIGN-BUILD CONTRACTOR PARENT COMPANY”

GRUPO ISOLUX CORSÁN, S.A.

By: _____
Its: _____

EXECUTION COPY

IN WITNESS WHEREOF, each of the Parties has executed this MOU as of the date set forth below its signature.

"DEVELOPER"

I-69 DEVELOPMENT PARTNERS LLC

By: _____
Its: _____
Date: _____

"IFA"

INDIANA FINANCE AUTHORITY

By: *Dan Huger* DAN HUGER
Its: PUBLIC FINANCE DIRECTOR
Date: 01/24/2017

"DESIGN-BUILD CONTRACTOR"

ISOLUX CORSAN, LLC

By: _____
Its: _____
Date: _____

"ROADIS"

ROADIS TRANSPORTATION, B.V.

By: _____
Its: _____
Date: _____

"DESIGN-BUILD CONTRACTOR PARENT COMPANY"

GRUPO ISOLUX CORSÁN, S.A.

By: _____
Its: _____

EXECUTION COPY

IN WITNESS WHEREOF, each of the Parties has executed this MOU as of the date set forth below its signature.

“DEVELOPER”

I-69 DEVELOPMENT PARTNERS LLC

By: _____
Its: _____
Date: _____


“IFA”

INDIANA FINANCE AUTHORITY

By: _____
Its: _____
Date: _____

“DESIGN-BUILD CONTRACTOR”

ISOLUX CORSAN, LLC

By:  _____
Its: Jose Antonio Alvarez
Date: 1/20/2017

“ROADIS”

ROADIS TRANSPORTATION, B.V.

By: _____
Its: _____
Date: _____

“DESIGN-BUILD CONTRACTOR PARENT COMPANY”

GRUPO ISOLUX CORSÁN, S.A.

EXECUTION COPY

IN WITNESS WHEREOF, each of the Parties has executed this MOU as of the date set forth below its signature.

“DEVELOPER”

I-69 DEVELOPMENT PARTNERS LLC

By: _____
Its: _____
Date: _____

“IFA”

INDIANA FINANCE AUTHORITY

By: _____
Its: _____
Date: _____

“DESIGN-BUILD CONTRACTOR”

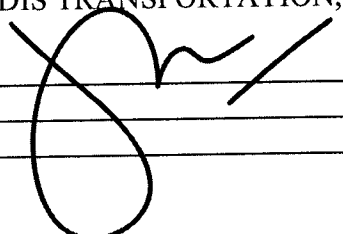
ISOLUX CORSAN, LLC

By: _____
Its: _____
Date: _____

“ROADIS”

ROADIS TRANSPORTATION, B.V.

By: _____
Its: _____
Date: _____



“DESIGN-BUILD CONTRACTOR PARENT COMPANY”

GRUPO ISOLUX CORSÁN, S.A.

By: _____
Its: _____

IN WITNESS WHEREOF, each of the Parties has executed this MOU as of the date set forth below its signature.

“DEVELOPER”

I-69 DEVELOPMENT PARTNERS LLC

By: _____
Its: CE6
Date: JAN 20th 2017

“IFA”

INDIANA FINANCE AUTHORITY

By: _____
Its: _____
Date: _____

“DESIGN-BUILD CONTRACTOR”

ISOLUX CORSAN, LLC

By: _____
Its: _____
Date: _____

“ROADIS”

ROADIS TRANSPORTATION, B.V.

By: _____
Its: _____
Date: _____

“DESIGN-BUILD CONTRACTOR PARENT COMPANY”

GRUPO ISOLUX CORSAN, S.A.

By: _____ Enrique Barreiro
Its: _____

Date: Jan. 25, 2017

“GUARANTOR”

CORSÁN-CORVIAM CONSTRUCCIÓN, S.A.

By:  Enrique Barreiro

Its: _____

Date: Jan. 25, 2017

M11342709.7

Signature Page – Memorandum of Understanding

EXECUTION COPY

Date: _____

"GUARANTOR"

CORSÁN-CORVIAM CONSTRUCCIÓN, S.A.

By: JOSE RUIZ HERNANDEZ

Its: DIRECTOR INFRAESTRUCTURAS

Date: 25/04/17

W11342709.7

Exhibit A

Relief Events

Relief Event

- 1 RR-01: Tapp Road NB Exit Ramp Voids (CORR-968)
- 2 RR-02: Vernal Pike Bridge Pier Boring (CORR-969)
- 3 RR-03: Sign Post Boring SR-46 (Previously Withdrawn)
- 4 RR-04: SR-45 Gore Area Cave (CORR - 524)(Previously Withdrawn)
- 5 RR-05: Sign Post Borings STA 235 NB (Previously Withdrawn)
- 6 RR-06: Software for Plans (Previously Withdrawn)
- 7 RR-07: Delay in Plan Approvals (Previously Withdrawn)
- 8 RR-08: Extra Drawings Requirements (CORR-987)
- 9 RR-09: City of Bloomington Noise Restriction (Previously Withdrawn)
- 10 RR-10: Delay Obtaining 404 Permit (Previously Withdrawn)
- 11 RR-11: Rockport Bridge Foundations (CORR-1083)
- 12 RR-12: Rockport Road Settlements (CORR-1084)
- 13 RR-13: Tapp Road Interchange New Embankment (CORR-1076)
- 14 RR-14: IDEM Notice of Sufficiency Rockport Road and That Road (CORR-1342)
- 15 RR-15: Delay in Project Baseline Schedule (PBS) Approval (Previously Withdrawn)
- 16 RR-16: Fullerton Pike Settlements (CORR-1527)
- 17 RR-17: Delay in BACR Approval (Previously Withdrawn)
- 18 REN-18: AT&T Delay (CORR-1411)
- 19 RR-19 Delay in Insurance Policies Approval (Previously Withdrawn)
- 20 REN-20: Directive Letter #1 (Previously Withdrawn)
- 21 REN-21: Crider and Crider Delay at Rockport (CORR-1341)
- 22 RR-22: New Treatment Karst Feature (CORR-1528)
- 30 REN-30: Crider & Crider No. 2 (CORR-1577)

Exhibit A

- 31 REN-31: Crider & Crider No. 3 (CORR-1581)
- 34 RR-34: Karst Design Unit 3 (CORR-1982)
- 35 RR-35: Karst Feature Treatment 554-C (CORR-1981)
- 36 RR-36: Karst Feature Treatment 555-C (CORR-1988). Final costs accepted by IFA.
- 37 RR-37: Karst Feature Treatment 556-C (CORR-1996)
- 38 RR-38: Karst Feature Treatment 557-C (CORR-2041). Final costs accepted by IFA.
- 39 RR-39: Karst Feature Treatment 558-C (CORR-2126)
- 40 RR-40: Karst Feature Treatment DU4A1 Station 215 to 415 (CORR-2519)
- 41 RR-41: Karst Tapp Road Interchange (CORR-2520)
- 42 RR-42: Karst Feature Treatment 533-S and 534-S (CORR-2658)
- 43 RR-43: Annexation by the City of Martinsville(CORR-2982)
- 44 RR-44: Karst Feature Treatment (Sample Road) (CORR-2862)
- 45 RR-45: Karst Feature Treatment (DU4A3 760 to 916 Mainline) (CORR-2863)
- 46 RR-46: Karst Station 504 to 760 (CORR - 3358)
- 47 RR 47: Karst Sample Rd Interchange (CORR - 3406). Final costs accepted by IFA.
- 48 RR-48: 401/404 (CORR - 3501) (CORR-3660)
- 49 RR-49: 401/404 Culverts (CORR - 3751) (CORR-3891)
- 50 RR-50: Subgrade Treatment CORR-4141)
- 51 REN-51: Bean Blossom Bridge (CORR-4550)
- 02a RR-02a: Vernal Pike Bridge Abutment (CORR-3059)
- 08a RR-08a: Extra Drawings Requirements Resubmittal (CORR-4078)
- 14a RR-14a: IDEM Notice of Sufficiency Rockport Road and That Road Resubmittal
(CORR-4079)
- 16a RR-16a: Fullerton Pike Settlements (CORR-3062)

Exhibit A

Other Claims or Events for which a Relief Event Notice/Request has not been designated

Culverts Referenced in Design-Build Contractor's August 17, 2016 "Notice of Invocation of Dispute Resolution Procedures – Culverts" (also referenced in Developer's August 18, 2015 [sic] letter to IFA with the same reference line).

Crider & Crider, Inc. (basis Title 32 Lien) - \$11,159,281.53, as amended

Midwest Mole (basis -Title 32 Lien) - \$857,022 (Withdrawn)

Surveying and Mapping (Claim on Payment Bond) - \$776,941.33 (Withdrawn)

E&B Paving (basis -Title 32 Lien) - \$5,157,726.49, as amended

Force Construction (basis -Title 32 Lien) - \$3,283,721.33, as amended

Aztec-Typsa

- \$4,678,451.61 - Claim against Isolux brought in Federal Court
- \$908,529.86 - Claim against Isolux pursued through contractual dispute resolution process

24 tort claims have been passed through to the DB Contractor. One tort claim remains outstanding against Developer. Upon information and belief, no tort claim filed thus far will exceed the respective maximums under insurance policies.

Costs or claims associated with delays to Type 2 or Type 3 utility coordination and adjustment.

Costs or claims arising from any delays due to Sound Wall 2 (does not include costs of remobilization for the Duke easement).

Costs or claims arising from IFA's October 31, 2016 Directive Letter No. 9 regarding Acceleration to Winterize, other than the not to exceed sum of \$7,360,531.00 that was provided therein.

Exhibit B

The items and amounts in this Exhibit B are estimates and reflect solely IFA's position. The parties to the MOU shall not be deemed to have accepted these items or amounts as final or appropriate and they remain subject to the dispute resolution procedures set forth in the PPA.

Construction Closure Adjustments ("queue infractions alleged by IFA through October 2016")

<u>Year</u>	<u>Months</u>	<u>Hours</u>	<u>Amounts</u>
2015	Mar thru Aug	15	\$ 90,000.00
2015	Aug thru Dec	83	\$498,000.00
2016	Jan thru Jun	119	\$714,000.00
2016	Jul thru Oct	127	<u>\$762,000.00</u>
Total			\$2,064,000.00

*Any queues monitored November and December 2016 to be included with the above queues without assessment or associated letter

IFA Assessment of Noncompliance Points

<u>NOD #</u>	<u>Description</u>	<u>Points</u>	<u>Amounts</u>
49	Recovery Schedule	29	\$145,000.00
48	Nov Status Schedule	5	\$ 25,000.00
47	Oct Status Schedule	9	\$ 45,000.00
46	2016 2nd Qrt Karst Sampling Late	10	\$ 50,000.00
45	2016 2nd Qrt Karst	2	\$ 10,000.00
44	2016 1st Qrt Karst	7	\$ 35,000.00
43	2015 4th Qrt Karst	13	\$ 65,000.00
1 thru 42	Settlement Total	60	<u>\$300,000.00</u>
Total			\$675,000.00

Construction Closure Adjustments ("emergency" lane closures that occurred on February 9th and 17th)

<u>Date</u>	<u>Description</u>	<u>Hours</u>	<u>Amounts</u>
Feb 17 - 18, 2016	CORR 3192 NB S. of Sample 250 to 254	21	\$126,000.00
Feb 17 - 18, 2016	CORR 3192 NB S. of Sample 640 to 683	18	\$108,000.00
Feb 17 - 18, 2016	CORR 3192 SB S. of Sample 725 to 658	19	\$114,000.00
Feb 9 - 10, 2016	CORR 3192 SB S. of Sample 630 to 705	14	<u>\$ 84,000.00</u>
Total			\$432,000.00

Exhibit C

Time periods between August 15, 2017 and March 31, 2018 during which four lanes (2 lanes northbound and 2 lanes southbound) shall be open, on a temporary basis, in the section of the Project that is north of Sample Road; provided, however, at Liberty Church, there will be reversible lanes: two (2) lanes in/out and one (1) lane out/in.

Start (dates are anticipated; actual "event" shall control)	End (dates are anticipated; actual "event" shall control)	Event
August 15, 2017	August 21, 2017	IU student move in
August 31, 2017	August 31, 2017	IU home football game
September 16, 2017	September 16, 2017	IU home football game
September 23, 2017	September 23, 2017	IU home football game
October 3, 2017	October 8, 2017	Fall Break
November 15, 2017	November 17, 2017	Travel before Thanksgiving Break
October 14, 2017	October 14, 2017	IU home football game
November 4, 2017	November 4, 2017	IU home football game
November 18, 2017	November 18, 2017	IU home football game
December 2, 2017	December 2, 2017	IU home football game
January 5, 2018	January 8, 2018	IU students return to school
March 10, 2018	March 12, 2018	Spring break start
		Any other IU home football games that may be scheduled
		IU home basketball games (schedule not yet available)