EXHIBIT 10

PAYMENT MECHANISM

SECTION 1 – DEFINITIONS

Capitalized terms used in this Exhibit 10 shall have the respective meanings given to them in Exhibit 1 of the PPA.

SECTION 2 – AVAILABILITY PAYMENT

2.1 Availability Payments

The Maximum Availability Payment for Fiscal Year y (MAP_y) is payable in Quarterly Payments as provided in Section 2.3 below and subject to adjustments, positive and negative, as provided in Section 3 below.

Monthly Disbursements will be made by the IFA as partial payments of each Quarterly Payment as provided in Section 10.2.3 of the PPA.

2.2 Annual MAP CPI Adjustment

The Maximum Availability Payment (MAP) will be adjusted in each Fiscal Year according to changes in the CPI in accordance with Eq. 2.2. The adjustment to the MAP will occur on the Substantial Completion Date and at the beginning of each Fiscal Year thereafter.

Eq. 2.2:

$$MAP_y = ((MAP_{Base})x(80\%)x(1+2.5\%)^n) + ((MAP_{Base})x(20\%)x\left(\frac{CPI_y}{CPI_{2014}}\right))$$

Where:

MAP_y = the Maximum Availability Payment for Fiscal Year y,

MAP_{Base} = the Base Maximum Availability Payment in 2014 dollars set forth in Attachment 1 to this Exhibit 10,

CPI_y = the CPI as of July 1 of Fiscal Year y,

CPI_{2014} = (the value of CPI as of January 21, 2014, to be published on February 20, 2014, and

n = the number of Fiscal Years from January 21, 2014, including the partial fiscal year to June 30, 2014. For the avoidance of doubt, the partial fiscal year to June 30, 2014 shall be equal to 0.441.

The CPI to be used is the latest value available as of July 1, regardless of whether that CPI is seasonally adjusted.

2.3 Quarterly Payment

The Quarterly Payment with respect to the qth Quarter for the period after the Substantial Completion Date will be calculated in accordance with Eq. 2.3, subject to Section 10.2.7 of the PPA:

Eq. 2.3:

$$QAP_{q,y} = \left(\frac{d_{q,y}}{d_y}\right) \times MAP_y - QPA_{q,y}$$

Where:

$QAP_{q,y}$ = the Quarterly Payment for the qth Quarter in Fiscal Year *y*

$d_{q,y}$ = the number of days in the qth Quarter in Fiscal Year *y*:

from the later of the start of the qth Quarter and the Substantial Completion Date; and

to the earlier of the end of the qth Quarter and the Termination Date.

d_y = the number of days in Fiscal Year *y*

MAP_y = the Maximum Availability Payment for Fiscal Year y

$QPA_{q,y}$ = the Quarterly Payment Adjustment for the qth Quarter in Fiscal Year *y* as calculated in accordance with Eq. 3.1 as defined in Section 3 of this Exhibit 10.

SECTION 3 – CALCULATION OF PAYMENT ADJUSTMENTS

3.1 Quarterly Payment Adjustment

The Quarterly Payment Adjustment ($QPA_{q,y}$) for the qth Quarter in Fiscal Year y for the period after the Substantial Completion Date will be calculated in accordance with Eq. 3.1 as follows:

Eq. 3.1:

$$QPA_{q,y} = QUA_{q,y} + QNA_{q,y} + QOA_{q,y}$$

Where:

$QPA_{q,y}$ = Quarterly Payment Adjustment for the qth Quarter in Fiscal Year *y*

$QUA_{q,y}$ = Quarterly Unavailability Adjustment for the qth Quarter in Fiscal Year *y (as calculated in accordance with Eq. 3.4)*

$QNA_{q,y}$ = Quarterly Noncompliance Adjustment for the qth Quarter in Fiscal Year *y(as calculated in accordance with Eq. 3.7)*

$QOA_{q,y}$ = Quarterly Other Payment Adjustments for the qth Quarter in Fiscal Year y (as defined in Section 3.9 of this Exhibit 10)

3.2 RESERVED

3.3 RESERVED

3.4 Quarterly Unavailability Adjustment

Subject to the limitations in Section 3.6 below, the Quarterly Unavailability Adjustment ($QUA_{q,y}$) for each Unavailability Event, except for those addressed in the PPA Section 15.10 in the qth Quarter in Fiscal Year y for the period after the Substantial Completion Date, will be calculated in accordance with Eq. 3.4 as follows:

Eq. 3.4:

$$QUA_{q,y} = \sum_{e=1}^{n} UA_e$$

Where:

$QUA_{q,y}$ = Quarterly Unavailability Adjustment for the qth Quarter in Fiscal Year *y*

UA_e = the Unavailability Adjustment for a single Unavailability Event that occurs during the qth Quarter in Fiscal Year y as calculated in accordance with Section 3.5 of this Exhibit 10.

e = a single Unavailability Event in the qth Quarter of Fiscal Year *y*

n = the number of Unavailability Events in the qth Quarter of Fiscal Year *y*

3.5 Unavailability Adjustment for a Single Unavailability Event

The Unavailability Adjustment for a single Unavailability Event (UA_e) is the product of the MAP factors defined by the Segment Factor, the Type of Day Factor, the Unavailability Period Factor, the Unavailability Type Factor and the duration of the Unavailability Event. Specifically:

- the Project has been divided into two Segments
- the year has been divided into three Types of Day
- each day has been divided into Unavailability Periods

The Unavailability Adjustment for a single Unavailability Event (UA_e) will be calculated in accordance with Eq. 3.5 as follows, subject to modifications for circumstances as further described in Section 3.5.5 below:

Eq. 3.5:

$$UA_e = MAP_y \times S \times D \times P \times Tx \ (t/H)$$

Where:

S = The Segment Factor from Table 1 for the segment of the Project that was affected by the Unavailability Event. In the case of an event that affects more than one Segment, S will equal the sum of the factors in Table 1 for the segments affected.

D = The Type of Day Factor from Table 2 for the type of day on which the Unavailability Event occurred. Events that affect more than one calendar day will be considered separate events.

P = The Unavailability Period Factor from Table 3 for the time period in which the Unavailability Event occurred. In the case of an event that affects more than one time period on a given calendar day, P will equal the sum of the factors in Table 3 for the time periods affected.

T = Adjustment factor (the Unavailability Type Factor from Table 4) for the number of lanes closed by the Unavailability Event.

t = Length of time over which the Unavailability Event occurred, measured in one hour increments, rounding to the next hour increment. An Unavailability Event of 5 minutes for example would be measured as one hour. A 61 minute Unavailability Event would be measured as two hours.

H = Sum of the durations of the Unavailability Period(s) during which the Unavailability Event occurred, measured in hours. For example, if an Unavailability Event occurs between 7AM and 8AM on a standard weekday (entirely within the "standard weekday morning" Unavailability Period on Table 3), the value of H is the duration of the relevant Unavailability Period (3 hours); if an Unavailability Event commences at 7AM and finishes at 5PM on a standard weekday, spanning 3 Unavailability Periods (morning, midday and afternoon), the value of H is the sum of the durations of those Unavailability Periods (13 hours).

3.5.1 Segment Factor (S)

The Project is divided into two Segments weighted as follows:

Table 1.

Segment	Description	Segment Factor (S)
A	I-69 in Bloomington urban area, which is defined as the area between the south Project limit and the Sample Road interchange, including the	0.60

	interchange at Sample Road.	
B	I-69 outside of Bloomington urban area, which is defined as the area between the Sample Road interchange the north Project limit.	0.40

3.5.2 Type of Day Factor (D)

Each day of the year is classified and weighted as follows:

Table 2.

Type of Day	Number of Days per Year (A)	Relative Weight (B)	Type of Day Factor (D) (B/A)
Standard Weekday	253	80%	0.3162%
Saturday	52	12%	0.2308%
Sunday or Holiday	60	8%	0.1333%
Total	365*	100%	NA

* No adjustments for leap year.

3.5.3 Unavailability Period Factor (P)

Each day is divided into Unavailability Periods weighted as follows:

Table 3.

Time of Day	Unavailability Period	Description	Time Period (Eastern time)	Unavailability Period Factor (P)
Standard Weekday	A	Morning	06.00 – 9.00	35%
	B	Midday	9.00 – 16.00	10%
	A	Afternoon	16.00 – 19.00	35%

	B	Evening	19.00 – 22.00	10%
	B	Night	22.00 – 06:00	10%
Total				100%
Saturday, Sunday and Holidays	B	Morning	06.00 – 9.00	30%
	B	Day	9.00 – 21.00	50%
	B	Night	21.00 – 06.00	20%
Total				100%

3.5.4 Unavailability Type Factor (T)

The Unavailability Adjustment varies according to the number of roadway lanes that are closed. The Unavailability Type Factors (T) to be used in calculating the Unavailability Adjustment are shown in Table 4 below.

Table 4: Unavailability Type Factor (T)

Segment	**Number of Travel Lanes Closed in One Direction**					
	1	**2**	**3**			
I-69 Mainline segments with 3 lanes in each direction						
	0.25	0.75	1.0	n/a	n/a	n/a
I-69 Mainline segments with 2 lanes in each direction						
	0.5	1.0	n/a	n/a	n/a	n/a
I-69 interchange ramps with 1 lane						
	0.5	n/a	n/a	n/a	n/a	n/a
I-69 interchange ramps with 2 lanes						
	0.25	0.5	n/a	n/a	n/a	n/a
Cross roads with 1 lane in each direction						
	0.2	n/a	n/a	n/a	n/a	n/a
Cross roads with 2 lanes in each direction						

Segment	Number of Travel Lanes Closed in One Direction					
	1	**2**	**3**			
	0.1	0.3	n/a	n/a	n/a	n/a
Cross roads with 3 or more lanes in each direction						
	0.1	0.3	0.5	n/a	n/a	n/a

3.5.5 Unavailability Adjustment Modifications

(i) In the event of any Closure where one or more contra-flow lanes are used, the Unavailability Type Factor (T) will be increased by the multiplication of the factors shown in Table 4 by 110%.

(ii) Where a Closure takes place during an Event Day, as described in Section 3.10, the Unavailability Type Factor (T) will be increased by the multiplication of the factors shown in Table 4 by 150%.

(iii) In the event of any Closure of a shoulder only, where continued flow of traffic on the adjacent travel lane may be safely permitted, the Unavailability Type Factor (T) shall be reduced by the multiplication of the factors for the Closure of one travel lane as shown in Table 4 by 50%.

(iv) In the event of any Closure of a travel lane that also necessitates the Closure of an adjacent shoulder or renders the shoulder inaccessible to traffic, there shall be no addition to the Unavailability Type Factors (T) in Table 4.

(v) In the event of any Closure of a travel lane where the shoulder is utilized temporarily as a replacement travel lane, the Unavailability Type Factor (T) for the travel lane for which a shoulder is provided as a temporary replacement shall be reduced by the multiplication of the factors shown in Table 4 for the Closure of the applicable travel lane by 50%.

3.5.6 Unavailability Calculation for Multiple Unavailability Events

For the purpose of calculating an Unavailability Adjustment:

(i) A Closure that spans two Mainline Segments shall be considered as a single Unavailability Event and the factor S shall equal the sum of the factors in Table 1 for each segment affected.

(ii) In the event of two or more simultaneous Closures, each Closure shall give rise to a separate Unavailability Event, provided that for I-69 Mainline Segments and interchange ramps, where two or more contiguous Unavailability Events occur within the same Availability Period(s), in the same direction of travel and in the same Segment, only the Unavailability Event giving rise to the largest Unavailability Adjustment will be applied.

(iii) For simultaneous Unavailability Events affecting cross roads, each Unavailability Event shall give rise to a separate Unavailability Adjustment and shall be applied in addition to any Unavailability Event simultaneously affecting the Mainline and / or interchange ramps.

3.5.7 Deemed Unavailability

If a Noncompliance Event has been assessed against Developer under Exhibit 12, line item 18 in the Operating Period Noncompliance Events Table (failure to mitigate a hazard for a Category 1 Defect within the time period shown in the Performance and Measurement Table), then notwithstanding that the affected travel lane(s) remain open to traffic, an Unavailability Event shall be deemed to have occurred.

3.6 Unavailability Adjustments for Planned Maintenance

For clarity, no Unavailability Adjustment will be applied for a Planned Maintenance Closure.

3.7 Limitations on Quarterly Unavailability Adjustment

Notwithstanding Section 3.6 above, the total Quarterly Unavailability Adjustment with respect to the qth Quarter will be the lesser of:

$QUA_{q,y}$ as calculated in Eq. 3.4, and $MAP_y \times \left(\frac{d_{q,y}}{d_y} \right)$

For clarity, no Unavailability Adjustment will be applied with respect to any Permitted Closure, provided that, in the event that any traffic lane(s) are the subject of a Permitted Closure and an Unavailability Event occurs in the adjacent traffic lane(s) remaining in service, then the traffic lanes subject to the Permitted Closure also shall be deemed to be subject to an Unavailability Adjustment. No Unavailability Adjustment will be applied to Unavailability Events respecting an affected Project portion first occurring during a period of step-in by IFA, as provided in Section 11.7.1.5 of the Agreement.

3.8 Quarterly Noncompliance Adjustment

A single O&M Period Noncompliance Point shall equal $5,000 per point.

The Quarterly Noncompliance Adjustment, QNAq,y, with respect to each Noncompliance Event whose Noncompliance Point Adjustment is applied in or occurs during the qth Quarter of Fiscal Year y after the Substantial Completion Date, will be determined in accordance with Eq. 3.8 as follows:

Eq. 3.8:

$$QNA_{q,y} = \sum_{x=1}^{n} NCA_x \times \left(\$5{,}000 \times \frac{CPI_y}{CPI_{2014}} \right)$$

Where:

$QNA_{q,y}$ = Quarterly Noncompliance Adjustment for the qth Quarter of Fiscal Year y

NCA_x = the number of Noncompliance Points related to the Noncompliance Event x whose adjustment is applied in or occurs during the qth Quarter in Fiscal Year y during the Operating Period as determined by reference to Attachment 1 of Exhibit 12 to the PPA.

n = the total number of Noncompliance Events occurring in or whose Noncompliance Adjustments are applied in the qth Quarter of Fiscal Year y

x = a Noncompliance Event as defined in Attachment 1 of Exhibit 12 to the Agreement

The assessment of Noncompliance Points with respect to each Noncompliance Event shall be undertaken in accordance with Article 11 of the Agreement.

3.9 Quarterly Other Payment Adjustment

Quarterly Other Payment Adjustments are positive or negative adjustments according to Sections 10.2.3.2 (d), 15.5, 16.1.6, 16.2.5, 17.1.8, 17.1.9.10, and 19.2.5.5 of the Agreement.

3.10 Event Days

Event Days are defined in Attachment 2 to this Exhibit 10 for certain public events on or near the Project that will have a significant impact on I-69 corridor traffic volume and operations. IFA anticipates these Event Days will occur each year during the Operating Period, subject to the adjustments described in Section 3.10.2.

3.10.1 Duration of Event Days

Except as specifically provided otherwise in Attachment 2 to this Exhibit 10, an Event Day will include the entire 24 (twenty-four) hours of that calendar day, from midnight to midnight, for each day specified in Attachment 2 to this Exhibit 10.

3.10.2 Adjusting the Number of Event Days

Attachment 2 of Exhibit 10 to this Agreement contains a representational, but not exhaustive, list of Event Days possible during the Term. Accordingly, subject to Sections 3.10.3 and 3.10.4, IFA may from time to time add an entry to Attachment 2 of Exhibit 10 to this Agreement describing an Event Day that was not previously included in Attachment 2 of Exhibit 10 to this Agreement.

3.10.3 Limitations of the Adjustment to Number of Event Days

IFA's right to add or modify Event Days identified in Attachment 2 of Exhibit 10 to this Agreement or otherwise make adjustments to Attachment 2 of Exhibit 10 is limited such that the total number of Event Days set forth in Attachment 2 of Exhibit 10 to this

Agreement as they exist on the Effective Date shall not increase by more than ten percent (10%) for the Term. IFA may elect to remove Event Days in order to comply with the ten percent (10%) growth limit.

3.10.4 Process for Making the Adjustment to Number of Event Days

On or within thirty (30) days following the first anniversary of the Substantial Completion Date, and every one year anniversary thereafter for the Term, and only upon such dates (and not at any other time, except by mutual agreement of the Parties), IFA shall provide Notice to Developer that IFA proposes to make additions or other adjustments to Attachment 2 of Exhibit 10 to this Agreement, subject to the aggregate limit set forth in Section 3.10.3. Developer shall have fifteen (15) days after receipt of any recommended additions or adjustments to deliver written comments to IFA. IFA shall consider Developer's comments and, within fifteen (15) days after receipt of Developer's written comments, and subject to the limitations otherwise set forth in this Section 3.10, IFA shall deliver to Developer a revised Attachment 2 of Exhibit 10, which shall be determined in IFA's good faith discretion, which revised Attachment 2 of Exhibit 10 shall set forth the revised and/or added Event Days. Such revised Attachment 2 of Exhibit 10 shall be effective upon the earlier of receipt by Developer and three (3) days after transmittal to Developer by IFA.

SECTION 4 – MILESTONE PAYMENT

4.1 Milestone Payment

The maximum Milestone Payment Amounts will be as shown in Exhibit 4 of the Agreement.

The Substantial Completion Milestone Payment Amount will be adjusted in accordance with Section 4.2 below.

4.2 Substantial Completion Milestone Payment Adjustment

Substantial Completion Milestone Payment Amount = SCMP – Lesser of (SCMPAC) or (SCMPA)

Where:

SCMP = Substantial Completion Milestone Payment shown in Exhibit 4 of the Agreement

SCMPAC = the amount of the Substantial Completion Milestone Payment Adjustment Cap which shall be $10,000,000.

The Substantial Completion Milestone Payment Adjustment (SCMPA) will be determined in accordance with Eq. 4.2 as follows:

Eq. 4.2:

$$SCMPA = \sum_{x=1}^{n} CNCA_x \times \left(\$5{,}000 \times \frac{CPI_y}{CPI_{2014}} \right) + \sum_{y=1}^{m} \mathrm{CCA}_y$$

Where:

CNCAx = the number of Construction Noncompliance Points related to the Construction Noncompliance Event x that occurs during the Construction Period and which is subject to Construction Noncompliance Adjustments, as determined by reference to Attachment 1 of Exhibit 12 to the Agreement.

n = the total number of Construction Noncompliance Points occurring during the Construction Period.

x = a Construction Noncompliance Event as defined in Attachment 1 of Exhibit 12 to the Agreement

CCAy = the Construction Closure Adjustment related to Construction Closure y that occurs during the Construction Period.

y = a Construction Closure.

m = the total number of Construction Closures occurring during the Construction Period.

4.3 Construction Closure Adjustment

Each Hour of a Construction Closure has an associated Construction Closure Adjustment amount as shown in Table 5 of this Exhibit 10. Notwithstanding the foregoing, there shall be no Construction Closure Adjustment for a Permitted Construction Closure.

For the purposes of determining the duration of a Construction Closure, a Construction Closure will be deemed to have commenced from the moment such Construction Closure actually began (not from the moment it was discovered or reported), and to persist during each hour thereafter until such Construction Closure is cured, provided that a Construction Closure occurring at any time during a clock hour shall be deemed to have occurred at the beginning of the hour, and a Construction Closure that ends at any time during a clock hour shall be deemed to have ended at the end of that hour.

Table 5 Construction Closure Adjustments

Construction Closure	Construction Closure Adjustment per hour (daytime 06:00 to 21:00)	Construction Closure Adjustment per hour (overnight 21:00 to 06:00)
One lane of existing SR 37	$6,000 per lane closed per hour	$2,000 per lane closed per hour
Two lanes of existing SR 37 in	$18,000 per two lanes closed	$6,000 per two lanes closed

the same direction	per hour	per hour
During an approved single lane closure of SR 37 or Mainline in either direction north of Sample Road, any daytime period during which the queue length restrictions set forth in Attachment 12-1 of the Technical Provisions are exceeded	$6,000 per queue length infringement per hour	N/A
A single lane closure of SR37 if a Permitted Construction Closure is already in effect and no traffic can proceed in one direction	$18,000 per lane closed per hour	$6,000 per lane closed per hour
Ramp Closures (partial)	$1,000 per hour	$300 per hour
Ramp Closures (total)	$3,000 per hour	$1,000 per hour
Cross Road Closures (partial)	$1,000 per hour	$300 per hour
Cross Road Closures (total)	$3,000 per hour	$1,000 per hour
Construction Closure	**Construction Closure Adjustment per hour (daytime 06:00 to 21:00)**	**Construction Closure Adjustment per hour (overnight 21:00 to 06:00)**

4.4 Limitations on Milestone Payments

When Milestone Payments are earned, payments will be made up to the lowest limiting amount that is in effect at that time, with additional monthly payments being due, subject to the actual limiting amount each month until all Milestone Payments that have been earned are paid.

1. Milestone Payments will be limited to the maximum aggregate Milestone Payment schedule as follows:

   a. From December 15, 2014 through August 14, 2015, inclusive: $15,000,000 Maximum Aggregate Amount for such period

   b. From August 15, 2015 through August 14, 2016, inclusive: $60,000,000 Maximum Aggregate Amount for such period

   c. On or after August 15, 2016, $80,000,000 Maximum Aggregate Amount for such period

2. Milestone Payments will be limited to actual earned value of work completed as determined by Developer's monthly schedule status report as approved by IFA.

Attachment 1 to Exhibit 10

MAP_{Base} = twenty-one million, seven hundred eighty thousand dollars ($21,780,000.00)

The Parties acknowledge that the foregoing MAP_{Base} shall be updated from the Financial Model at Financial Close by amendment to this Agreement.

Attachment 2 to Exhibit 10

Day or Date of the Event	Number of Event Day(s) per event	Description of Event Day
Holidays	8	
Friday, Saturday, Sunday and Monday preceding the last full week of August during which the following Saturday falls within the month of August.	4	Indiana University Bloomington move-in weekend
	6	Indiana University home football games in Bloomington, Indiana
	1	Indiana University Bloomington student move-out dates in May
	1	Indiana University Bloomington commencement events
Last Thursday, Friday and Saturday in September	3	Ellettsville Fall Festival (Applies only at the SR Interchange 46 within O&M Limits)
First week of July	1	Fern Hills National Conference (Applies only at the Rockport Road Interchange).
Other Event Days to be designated by IFA	8	
Total	32	