

ATTACHMENT A

Change Order

Louisville Southern-Indiana Ohio River Bridges Project Toll Services Agreement

Change Order No. 1

Reference is made to that certain Toll Services Agreement dated as of May 12, 2015, by and between Indiana Finance Authority ("IFA"), a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions, as the entity designated to procure the toll services contract by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board, and Kapsch TrafficCom IVHS Inc., a corporation organized under the laws of Delaware ("Toll System Provider"), as amended, together with all Exhibits and prior amendments thereto (the "Agreement").

IFA hereby issues this Change Order No. 1 (this "Change Order") to Toll System Provider, and Toll System Provider hereby agrees to this Change Order, which delineates such changes in the Work, terms and conditions of the Contract Documents and establishes any adjustment to the Toll System Provider's compensation or the Project Schedule, in each case, if any, as are set forth below.

This Change Order amends the Agreement as set forth herein

Capitalized terms used, but not defined, in this Change Order shall have the meanings ascribed in, and all Section and Exhibit references shall be to the Agreement.

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SECTION I – Narrative, Discussion of Additions, Deletions, Modifications to the Requirements of the Toll Services Agreement

A. Description of Change:

This change is implemented to document the Parties' agreement that Toll System Provider will be the "Paying Party" under the Source Code Escrow Agreement and that the amounts expended by Toll System Provider pursuant to the terms of the Source Code Escrow Agreement shall be Pass-Through Cost Items. Pursuant to Section 12.5.2 of the Toll Services Agreement, Toll System Provider shall be entitled to reimbursement of the actual amounts invoiced to Toll System Provider by the Source Code Escrow Holder with respect to Source Code Escrow Holder's services provided under the Source Code Escrow Agreement.

B. Scope of Change:

Exhibit H to the Toll Services Agreement, "PASS-THROUGH COST ITEMS" is hereby modified to list Source Code Escrow Fees payable pursuant to the Source Code Escrow Agreement as an authorized Pass-Through Cost Item.

C. Reason for Change (with reference(s) to provisions of the Agreement):

Pursuant to Section 20.6.3 of the Agreement, the Joint Board is responsible for the cost of the Source Code Escrow. The Source Code Escrow Agreement originally listed IFA as the "Paying Party" under the Source Code Escrow Agreement. However, for purposes of administrative efficiency, the States Parties have requested, and Toll System Provider has agreed, that the "Paying Party" be changed from IFA to the Toll System Provider, and so that Toll System Provider will be invoiced by the Source Code Escrow Holder, will pay such invoices and will invoice the States Parties for reimbursement of the Source Code Escrow Holder's charges as Pass-Through Cost Items. This is a zero cost change that will simplify the States Parties' accounting and administration with respect to the Project.

D. Additions / deletions / modifications to the requirements of the Contract Documents (if any):

Exhibit H to the Toll Services Agreement, "PASS-THROUGH COST ITEMS" is revised to include "Fees paid to the Source Code Escrow Holder for the Source Code Escrow pursuant to the Source Code Escrow Agreement" as the last line item in the list of approved Pass-Through Cost Items.