

RESOLUTION – 2026-2

RESOLUTION OF THE BOARD OF THE KENTUCKY PUBLIC TRANSPORTATION INFRASTRUCTURE AUTHORITY APPROVING THE INTERLOCAL AGREEMENT TO ESTABLISH THE TOLLING BODY FOR THE PROPOSED I-69 CROSSING OVER THE OHIO RIVER BETWEEN EVANSVILLE, INDIANA, AND HENDERSON, KENTUCKY

WHEREAS, the Commonwealth of Kentucky (“**Kentucky**”) and the State of Indiana (“**Indiana**”) have agreed to jointly undertake public infrastructure improvements to connect Henderson, Kentucky with Evansville, Indiana, including the construction of a new four-lane bridge between Henderson, Kentucky and Evansville, Indiana, carrying Interstate Highway I-69 (“**I-69**”) across the Ohio River (such new bridge and infrastructure improvements being the “**Project**”);

WHEREAS, the Kentucky Public Transportation Infrastructure Authority (“**KPTIA**”), the Kentucky Transportation Cabinet (“**KYTC**”), the Indiana Department of Transportation (“**INDOT**”), and the Indiana Finance Authority (“**IFA**”) have entered into a Bi-State Development Agreement (the “**BSDA**”) establishing the terms and conditions under which the Project, and more particularly Section 2 of the Project, will be undertaken and the duties, responsibilities, powers, and authorities of each of Kentucky and Indiana with respect to the Project;

WHEREAS, the BSDA calls for the execution and delivery of an Interlocal Cooperation Agreement (the “**Interlocal Agreement**”) to (i) establish a tolling body composed of representatives of KPTIA, KYTC, and INDOT, and on which all such parties are represented, and to (b) facilitate and assist in the accomplishment of the Project through the delegation and sharing among KPTIA, KYTC, and INDOT and with the tolling body established thereby of all of their respective rights, powers, functions, duties, and privileges as necessary, useful or appropriate to develop, procure, design, construct, finance, toll, operate and maintain the Project; and

WHEREAS, KPTIA, KYTC, and INDOT are each a state agency, political subdivision, public instrumentality and/or public corporate body within the meaning and usage of IC 36-1-7-1, and a public agency within the meaning and usage of KRS 65.230 and 65.240, and thus they possess the power and are

authorized to enter into one or more interlocal agreements under their states' respective Interlocal Statutes (IC 36-1-7-1 *et seq.* and KRS 65.210 *et seq.*).

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE BOARD HEREBY CONSENTS TO, APPROVES, AND ADOPTS THE FOLLOWING RESOLUTIONS:

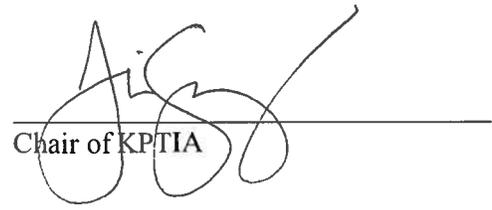
RESOLVED, the Interlocal Agreement is hereby approved in accordance with KRS §§ 175B.030(7)(c), 175B.025(1)(a), and 65.240(2).

RESOLVED, KPTIA is hereby authorized, empowered, and directed to consummate the transactions contemplated in the Interlocal Agreement, to undertake its duties, responsibilities, powers set forth in the Interlocal Agreement, and to perform its roles and responsibilities outlined in the Interlocal Agreement.

RESOLVED, the Chair and Vice Chair of KPTIA, be, and each hereby is, authorized, empowered and directed, individually and collectively, for and on behalf of KPTIA and in its name, to finalize and execute the Interlocal Agreement, such other agreements, instruments, certificates and other documents as are contemplated in the Interlocal Agreement, and each other agreements, instruments, certificates and other documents that each shall, in the exercise of reasonable discretion, deem necessary or appropriate to give effect to the transactions contemplated in these resolutions, and to take or cause to be taken such other and further actions as each shall, in the exercise of reasonable discretion, deem necessary or appropriate to give effect to the foregoing resolutions and to consummate the transactions contemplated herein.

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Approved and adopted this 12th day of January, 2026.


Chair of KPTIA

Attested:

Secretary of KPTIA

102221933.1

**Interlocal Cooperation Agreement for the Design,
Procurement, Construction, Financing, Tolling, Operation and
Maintenance of the I-69 ORX Bridge Project**

This Interlocal Cooperation Agreement for the Design, Procurement, Construction, Financing, Tolling, Operation and Maintenance of the I-69 ORX Bridge (“**Agreement**”) is made by and among (i) the Kentucky Transportation Cabinet (“**KYTC**”), (ii) the Kentucky Public Transportation Infrastructure Authority (“**KPTIA**” and together with KYTC, collectively, the “**Kentucky Parties**”), and (iii) the Indiana Department of Transportation (“**INDOT**”). KYTC, KPTIA, and INDOT are each referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

Recitals

A. The Commonwealth of Kentucky (“**Kentucky**”) and the State of Indiana (“**Indiana**”) have agreed to jointly undertake public infrastructure improvements to connect Henderson, Kentucky with Evansville, Indiana, including the construction of a new four-lane bridge between Henderson, Kentucky and Evansville, Indiana, carrying Interstate Highway I-69 (“**I-69**”) across the Ohio River (such new bridge and infrastructure improvements from Station 4075+00 to Station 4203+60, as depicted in Appendix A, the “**Project**”);

B. The Project is a public improvement within the meaning of section 36-1-12-2 of the Indiana Code (“**IC**”) and section 175B.030 of the Kentucky Revised Statutes (“**KRS**”) which will improve the I-69 interstate highway connection between Indiana and Kentucky, improve long-term cross-river mobility, reduce congestion and delay, and improve transportation safety;

C. On September 16, 2021, the Federal Highway Administration (“**FHWA**”) approved a Final Environmental Impact Statement and Record of Decision for the Project under the National Environmental Policy Act;

D. On September 20, 2021, the FHWA endorsed a Project Management Plan for the Project which charts a path to manage, deliver, and complete the Project while meeting the goals and objectives of the Project with minimal inconvenience to the public;

E. On September 21, 2021, the FHWA approved an Initial Financial Plan for the Project, which must be updated by October 31 of each year until the construction of the Project is completed, providing for a phased project plan approach, as provided by FHWA guidance, including detailed costs, schedules, and funding amounts and sources;

F. As outlined in a Memorandum of Agreement dated February 14, 2023 (as amended and supplemented, the “**MOA**”), Kentucky and Indiana determined that the preferred approach for the “**Initial Phase**” (as defined in the MOA) of the Project was equal cooperation, with each State bearing 50% of the costs of the Initial Phase;

G. Following completion of the Initial Phase, the Bi-State Management Team (as defined in the MOA) determined that the financing, procurement, development, construction, and delivery of the Project shall be the responsibility primarily of KPTIA;

H. On August 14, 2025 KPTIA accepted responsibility as the primary authority for the financing, procurement, development, construction, and delivery of the Project and accepted a financial plan for the Project (the “**Section 2 Financial Plan**”) in accordance with KRS 175B.030(6)(a) after having

consulted with the appropriate stakeholders as provided in KRS 175B.030(6)(b)(2), which plan contemplates that the Project will be partially financed with proceeds of the TIFIA Loan, secured on a non-recourse basis by Toll Revenues;

I. The Parties and the Indiana Finance Authority have entered into a Bi-State Development Agreement (the “**Bi-State Development Agreement**”), effective November 4, 2025, to document and define their respective roles and responsibilities for the financing, procurement, development, construction, and delivery of the Project and for the tolling, operation, and maintenance of the Project as the responsibility primarily of KPITA;

J. KPTIA is an independent *de jure* municipal corporation and political subdivision of Kentucky and has authority to participate in the financing, construction, operation, and oversight of significant transportation projects connecting Kentucky and Indiana, and to review, approve, and monitor all such projects and to assist with the operation, financing, and management thereof;

K. KPTIA is authorized to be the developing and issuing authority, within the meaning of KRS 175B.025, for the financing, development, construction, operation, and maintenance of Section 2 of the Project;

L. KYTC is a cabinet and agency of Kentucky and is responsible for and has authority to direct and control the establishment, construction, and maintenance of Kentucky’s primary road system;

M. KYTC has been authorized by KPTIA, as provided in the Bi-State Development Agreement, to utilize design-build procurement methods, and KYTC has proposed that it will select and enter into a design-build agreement with a design-build team that will design and build the Project;

N. INDOT is an Indiana state agency responsible for planning, building, and operating Indiana’s transportation system, including the development and implementation of a strategic plan to meet the needs of Indiana and its stakeholders and to enhance economic development;

O. INDOT is authorized to and may perform duties and exercise powers with respect to the Project and may otherwise participate in the Project in accordance with IC 8-23-2 *et seq.*;

P. KYTC, KPTIA, and INDOT are each a state agency, political subdivision, public instrumentality and/or public corporate body within the meaning and usage of IC 36-1-7-1, and a public agency within the meaning and usage of KRS 65.230 and 65.240, and thus they possess the power and are authorized to enter into one or more interlocal agreements under their states’ respective Interlocal Statutes (IC 36-1-7-1 *et seq.* and KRS 65.210 *et seq.*);

Q. IC 36-1-7-8 provides that if any entities of another state are parties to an interlocal agreement, the agreement constitutes an interstate compact, and since KYTC and KPTIA are public agencies or entities of a jurisdiction other than Indiana, this Agreement constitutes an interlocal agreement and an interstate compact pursuant to IC 36-1-7-8;

R. KRS 65.290 provides that an agreement entered pursuant to Kentucky’s Interlocal Cooperation Act that is between one or more public agencies of Kentucky and one or more public agencies of another state shall have the status of an interstate compact, and since INDOT is a public agency or entity of a state other than Kentucky, this Agreement constitutes an interlocal agreement and an interstate compact under KRS 65.290;

S. The Parties are each authorized to participate in the design, procurement, construction, financing, tolling, operation, and maintenance of the Project as outlined in further detail in the Bi-State Development Agreement and herein;

T. INDOT is entitled to tort claims protection under IC 34-13-3 *et seq.* and as otherwise provided by law, and intends to share and retain such protection when acting in cooperation with the Kentucky Parties as provided herein and in the Bi-State Development Agreement;

U. KYTC and KPTIA are entitled to tort claims protection under Section 231 of the Kentucky Constitution, KRS 49.060 and as otherwise provided by law, and intend to share and retain such protection when acting in cooperation with INDOT as provided herein and in the Bi-State Development Agreement;

V. Each of the Parties have exemptions from payment of state and local taxes, including but not limited to income and ad valorem property taxes and intends to invoke such exemptions when acting in cooperation with each other as provided herein and in the Bi-State Development Agreement;

W. The purposes of this Agreement are: (a) to establish a tolling body composed of representatives of the Parties and on which all Parties hereto are represented and (b) to facilitate and assist in the accomplishment of the Project through the delegation and sharing among the Parties and with the tolling body established hereby of all of their respective rights, powers, functions, duties, and privileges as necessary, useful or appropriate to develop, procure, design, construct, finance, toll, operate and maintain the Project as provided herein and in the Bi-State Development Agreement; and

X. In connection with execution of the Bi-State Development Agreement, the performance of the Parties' obligations thereunder and the accomplishment of the Project as contemplated by the Bi-State Development Agreement, the Parties having determined it is in the best interests of the Parties, the citizens of Indiana and the citizens of Kentucky (including particularly but not limited to those residing in the Henderson-Evansville area) to enter into this Agreement in order to set forth the terms of such joint agreement as required by the Interlocal Statutes.;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, KYTC, KPTIA, and INDOT agree as follows:

1.0 Purpose

In addition to the purposes set forth above in the Recitals (which are hereby incorporated into this Agreement in their entirety), this Agreement provides for (a) the delegation, combination, and/or sharing with the Tolling Body (defined below) and each of the Parties, to the extent such other Party is acting pursuant to an authorization set forth herein (or any supplement hereto) or in the Bi-State Development Agreement as applicable, of all powers that are useful, necessary, or appropriate, for the development, procurement, design, construction, financing, tolling, operation and maintenance of the Project as set forth in the Bi-State Development Agreement (while also retaining such powers for themselves); and (b) the exercise by the Tolling Body and the Parties of the powers delegated, combined and/or shared with them herein for the benefit of the citizens of Indiana and the citizens of Kentucky (including but not limited to those residing in the Henderson-Evansville area).

2.0 Definitions and Acronyms

All capitalized terms and acronyms used in this Agreement that are not expressly defined herein shall be given the meaning of such capitalized terms and acronyms set forth in the Bi-State Development Agreement.

3.0 Administration

3.01 Establishment of Tolling Body

Pursuant to the Interlocal Statutes, the parties hereto establish a tolling body (the “**Tolling Body**”) as a “joint board” under IC 36-1-7 and as an “interlocal agency” under KRS 65.230 for the joint undertaking of the Project and the collection of Toll Revenues.

The Tolling Body shall be composed of the following members as representatives of the respective Parties. Each of the following persons shall serve as a member of the Tolling Body:

- 3.01.01 Chairman of KPTIA
- 3.01.02 A person designated by the Chairman of KPTIA
- 3.01.03 Secretary of KYTC
- 3.01.04 Commissioner of INDOT
- 3.01.05 A person designated by the Commissioner of INDOT

Each of the Chairman of KPTIA, the Secretary of KYTC, and the Commissioner of INDOT may, if desired, designate a representative to serve on the Tolling Body in such member’s stead from time to time, by delivering prompt written evidence of such designation to the Tolling Body. Each designated representative of a member of the Tolling Body may be removed or replaced at any time, with or without cause, by the designating member.

The Tolling Body shall administer this Agreement and shall exercise such other powers and authorities for the purposes set forth herein and in the Bi-State Development Agreement.

3.02 Rules of Governance

The Tolling Body shall be governed by its own Bylaws that it will adopt, and which may be amended from time to time. The Tolling Body shall have the authority to amend its Bylaws in a manner that is not inconsistent with this Agreement or with the Bi-State Development Agreement as it may determine to be in the best interest of the Tolling Body and its members. The Tolling Body may choose in its Bylaws to operate under the applicable laws of Indiana or Kentucky or both states.

4.0 Financing, Staffing, Supplying and Budget

4.01 The manner of financing this joint undertaking and of maintaining a budget therefor is as outlined in the Bi-State Development Agreement.

4.02 The Tolling Body shall have the authority to appoint or hire such consultants, agents or other persons, to procure such supplies, and/or to delegate to, or rely upon, such Party/Parties, as it may determine to be useful, appropriate or necessary to organize the respective operations and to implement the respective functions of the Tolling Body.

5.0 Duration and Termination, Disposal of Property

The duration of this Agreement will be through and until Project Termination or until termination of the Bi- State Development Agreement, whichever occurs first. The duration of this Agreement may be extended by agreement of the Parties, within the limitations of the Interlocal Statutes. The following provisions shall survive expiration and/or termination of this Agreement: Section 6.02, Article 9.0, and Article 10.0.

6.0 Real and Personal Property

- 6.01 Any and all real and/or personal property acquired and held for purposes of the Project or in furtherance of this Agreement shall be acquired, held, and disposed of in the manner set forth in Article 5 of the Bi-State Development Agreement.
- 6.02 Upon expiration or termination of this Agreement, any and all real and personal property shall be disposed of as provided in Article 5 of the Bi-State Development Agreement.

7.0 Powers, Privileges, and Immunities

- 7.01 For the duration of this Agreement and without divesting itself of such powers, privileges and immunities, INDOT hereby delegates, combines and shares (i) with the Tolling Body and (ii) with each other Party, to the extent such other Party is acting pursuant to an authorization set forth herein (or any supplement hereto), in an implementing agreement described in Subsection 10.12 hereof, or in the Bi-State Development Agreement, as applicable, the following powers, privileges and immunities, but only to the extent necessary, useful or appropriate for their respective responsibilities for developing, procuring, designing, constructing, financing, tolling, operating and maintaining the Project in accordance with the purposes and terms set forth herein and the Bi-State Development Agreement:
 - 7.01.01 to direct and control the establishment, construction, and maintenance of that portion of Indiana’s primary road system which is within the Project;
 - 7.01.02 to enter contracts for the design, construction, financing, operation, and maintenance of public works in Indiana;
 - 7.01.03 to make an enter into leases, licenses, conveyances, contracts, and such other agreements for the Project pursuant to IC 8-15-3-17;
 - 7.01.04 to participate in the planning, design, development, construction, reconstruction, improvement, maintenance, repair, policing, financing, and operation of the Project pursuant to IC 8-15-3-9 and IC 8-15-3-26;
 - 7.01.05 to acquire, sale, lease, transfer, use, convey, and dispose of property for the Project pursuant to IC 8-15-3-13, IC 8-15-3-14, and IC 8-15-3-15;
 - 7.01.06 to fix, revise, charge, collect, retain, and use tolls of the Project pursuant to IC 8-15-3-12;
 - 7.01.07 to enforce rules and regulations for the Project;

- 7.01.08 to enter into one or more interlocal agreements under Indiana’s Interlocal Cooperation Act (IC 36-1-7 *et. seq.*);
 - 7.01.09 to be entitled to tort claims protection under IC 34-13-3 *et. seq.* and as otherwise provided by law; and
 - 7.01.10 to be exempt from certain state and local taxes, including income and ad valorem property taxes;
 - 7.01.11 to exercise any other of its powers, rights, privileges, and immunities consistent with the purposes set forth herein, including those identified in the Recitals.
- 7.02 For the duration of this Agreement and without divesting itself of such powers, privileges and immunities, KYTC hereby delegates, combines and shares (i) with the Tolling Body and (ii) with each other Party, to the extent such other Party is acting pursuant to an authorization set forth herein (or any supplement hereto), in an implementing agreement described in Subsection 10.12 hereof, or in the Bi-State Development Agreement, as applicable, the following powers, privileges and immunities, but only to the extent necessary, useful or appropriate for their respective responsibilities for developing, procuring, designing, constructing, financing, tolling, operating and maintaining the Project in accordance with the purposes and terms set forth herein and the Bi-State Development Agreement:
- 7.02.01 to direct and control the establishment, construction, and maintenance of that portion of Kentucky’s primary road system which is within the Project;
 - 7.02.02 to enter contracts for the design, construction, financing, operation, and maintenance of public works in Kentucky;
 - 7.02.03 to utilize design-build procurement methods for the Project pursuant to KRS Chapters 45A, 176, and 177;
 - 7.02.04 to acquire, hold and dispose of real and personal property and rights-of-way in Kentucky;
 - 7.02.05 to enforce rules and regulations for the Project;
 - 7.02.06 to participate in the planning, design, development, construction, reconstruction, improvement, maintenance, repair, policing, financing, and operation of the Project;
 - 7.02.07 to enter into one or more interlocal agreements under Kentucky’s Interlocal Cooperation Act (KRS 65.210 *et seq.*);
 - 7.02.08 to be entitled to tort claims protection under Section 231 of the Kentucky Constitution, KRS 49.060 and as otherwise provided by law;
 - 7.02.09 to be exempt from certain state and local taxes, including income and ad valorem property taxes; and

- 7.02.10 to exercise any other of its powers, rights, privileges, and immunities consistent with the purposes set forth herein, including those identified in the Recitals.
- 7.03 For the duration of this Agreement and without divesting itself of such powers, privileges and immunities, KPTIA hereby delegates, combines and shares (i) with the Tolling Body and (ii) with each other Party, to the extent such other Party is acting pursuant to an authorization set forth herein (or any supplement hereto), in an implementing agreement described in Subsection 10.12 hereof, or in the Bi-State Development Agreement, as applicable, the following powers, privileges and immunities, but only to the extent necessary, useful or appropriate for their respective responsibilities for developing, procuring, designing, constructing, financing, tolling, operating and maintaining the Project in accordance with the purposes and terms set forth herein and the Bi-State Development Agreement:
- 7.03.01 to fix, revise, charge, collect, retain, and use tolls of the Project pursuant to KRS 175B.025 and 175B.040;
- 7.03.02 to facilitate the construction, financing, operation, and oversight of the Project pursuant to KRS 175B.020;
- 7.03.03 to participate as a developing or issuing authority, or both, in the development, construction, or financing of the Project pursuant to KRS 175B.020;
- 7.03.04 to exercise such powers and authorities and to perform such duties for the Project pursuant to KRS 175B.025;
- 7.03.05 to make an enter into leases, licenses, conveyances, contracts, and such other agreements for the Project pursuant to KRS 175B.030(7)(c) and 175B.025(1)(a); and
- 7.03.06 to acquire, hold and dispose of real and personal property and rights-of-way in Kentucky;
- 7.03.07 to enforce rules and regulations for the Project;
- 7.03.08 to participate in the planning, design, development, construction, reconstruction, improvement, maintenance, repair, policing, financing, and operation of the Project;
- 7.03.09 to enter into one or more interlocal agreements under Kentucky's Interlocal Cooperation Act (KRS 65.210 *et. seq.*);
- 7.03.10 to be entitled to tort claims protection under Section 231 of the Kentucky Constitution, KRS 49.060 and as otherwise provided by law;
- 7.03.11 to be exempt from certain state and local taxes, including income and ad valorem property taxes; and

- 7.03.12 to exercise any other of its powers, rights, privileges, and immunities consistent with the purposes set forth herein, including those identified in the Recitals..
- 7.04 The Parties shall each contribute and share the interlocal powers described herein, as well as such powers incidental thereto and necessarily implied therefrom in order to accomplish the Project and the purposes of this Agreement, each implementing agreement described in Section 10.12 hereof, and the Bi-State Development Agreement. Notwithstanding the foregoing delegations of powers, the Parties agree that the Bi-State Development Agreement assigns and allocates specific duties and responsibilities among the Parties and to the Tolling Body for the development, construction, maintenance, operation, repair, tolling, or financing of the Project. To the extent that the Bi-State Development Agreement contains provisions assigning or allocating such duties and responsibilities to particular Parties, the provisions of the Bi-State Development Agreement shall control over the more general delegations of powers set forth herein.
- 7.05 The Tolling Body shall not exercise any of its powers in a manner inconsistent with the express terms of this Agreement, each implementing agreement described in Section 10.12 hereof, and the Bi-State Development Agreement.
- 7.06 Each of the Parties is exempt from the payment of state and local taxes, including but not limited to income and ad valorem property taxes.
- 7.07 To the fullest extent permitted by law, the Parties have entered into this Agreement as representatives of their respective sovereign states. INDOT shall be entitled to assert sovereign immunity and/or all other applicable protections against liability in Kentucky courts to the same extent Kentucky is able to assert sovereign immunity and all other such applicable protections against liability in Kentucky courts, and the Kentucky Parties shall be entitled to assert sovereign immunity and all other applicable protections against liability in Indiana courts to the same extent Indiana is able to assert sovereign immunity and/or all other such applicable protections against liability in Indiana courts.
- 7.08 Each Party has taken all necessary actions and received necessary approvals and consents to perform its obligations hereunder to delegate all powers as described herein.
- 7.09 Each Party confirms it has taken no action, nor has it entered any agreement, that would conflict with the rights delegated to any other Party or the Tolling Body hereunder.

8.0 Amendment

This Agreement may only be changed, amended, modified, appended to, or supplemented by a writing consented to as a change, amendment, modification, appendix, or supplement to this Agreement by all of the Parties hereto.

9.0 Dispute Resolution

Any dispute or claim arising out of or relating to this Agreement shall be governed by the dispute resolution procedures in Section 16.6 of the Bi-State Development Agreement.

10.0 General Matters

10.01 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronically transmitted duplicate signature of any Party shall be considered to have the same binding effect as an original signature.

10.02 Severability

If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This provision shall not be interpreted to materially alter the relationships of the Parties as set forth in this Agreement or materially affect the ability of the Parties to achieve the purpose of this Agreement.

10.03 No Third-Party Beneficiaries

This Agreement is solely for the benefit of the Parties hereto, and to the extent provided herein, their respective directors, officers, employees, agents and representatives; and no provision in this Agreement shall be deemed to confer upon other persons any remedy, claim, reimbursement, cause of action or other right.

10.04 Agreement and Sharing of Power

This Agreement is intended to be an interlocal agreement or contract pursuant to the Interlocal Statutes, in which the Parties have undertaken to provide that which is required by the Interlocal Statutes and it is intended that thereby the Parties shall share those powers as set forth herein. If and to the extent this Agreement is not such an interlocal agreement or contract or does not effectively delegate and share such powers, this Agreement shall be deemed to include such terms not otherwise included herein and to exclude such terms not otherwise excluded here from, as are necessary to cause this Agreement to be deemed a valid interlocal agreement or contract under Indiana and Kentucky law and to delegate, combine and share such powers pursuant to the laws of those states.

10.05 Reasonable Efforts; Cooperation

Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under the applicable laws and regulations to consummate the transactions contemplated by this Agreement. In addition, the Parties each agree to cooperate and take such actions, including any necessary amendments hereto, as may be required in the judgment of the Tolling Body as circumstances require for the Tolling Body or any of the Parties hereto to obtain all necessary qualifications and approvals, including any that may be required by any state or federal agencies, and to execute and deliver such other documents, certificates, agreements and/or other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement, and from time to time,

upon the request of another Party to this Agreement and without further consideration, to execute, acknowledge and deliver in proper form any further instruments, and take such other action as the other Parties may reasonably require, in order to effectively carry out the intent of this Agreement, including without limitation, the delegation of any further powers that may be necessary, useful or appropriate to permit the Tolling Body or the Parties to carry out their purposes.

10.06 Relationship of the Parties

The Parties are independent parties, and nothing contained herein shall be deemed to create a partnership, joint venture, or employer employee relationship for purposes of federal or state tax law, or otherwise. Notwithstanding the above, the Parties and the Tolling Body, when exercising any powers delegated herein or in the Bi-State Development Agreement shall be exercising the sovereign powers of each State in the fulfillment of the Project, this Agreement, and the Bi-State Development Agreement.

10.07 Immunity of Officers, Directors, Members, Employees and Agents

No recourse shall be had for any claim based upon any obligation in this Agreement against any past, present or future official, officer, director, member, employee, or agent of the Parties, as such, under any rule of law or equity, statute or constitution.

10.08 No Assignment

Except as set forth herein, no party may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Agreement to any other person, without the written consent of all other Parties, and any purported sale, assignment, pledge or other transfer without such consent shall be null and void.

10.09 Notice

10.09.01 Any notice required by this Agreement shall be made to the other Parties at the following addresses:

As to KPTIA: Chairman
Kentucky Public Transportation Infrastructure Authority
200 Mero Street, 6th Floor
Frankfort, KY 40622

With a copy to: Director, Office of Legal Services
Kentucky Transportation Cabinet
200 Mero Street, 6th Floor
Frankfort, KY 40622

As to KYTC: Secretary
Kentucky Transportation Cabinet
200 Mero Street, 6th Floor
Frankfort, KY 40622

With a copy to: Director, Office of Legal Services
Kentucky Transportation Cabinet

200 Mero Street, 6th Floor
Frankfort, KY 40622

As to INDOT: Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 731
Indianapolis, IN 46204-2216

With a copy to: Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 755
Indianapolis IN 46204

10.09.02 Notice shall be by hand delivery, overnight delivery, or electronic mail. If notice is sent by electronic mail, a copy shall be sent by overnight delivery or First-Class U.S. Mail the same day.

10.10 Entire Agreement

Except as otherwise provided herein or in the Bi-State Development Agreement, this Agreement sets forth the entire understanding and agreement of the Parties hereto with respect to the transactions contemplated hereby and supersedes any and all prior agreements, arrangements, and understandings among the Parties relating to the subject matter hereof.

10.11 Relation to Bi-State Development Agreement

This Agreement shall be deemed to be an implementing agreement of the Bi-State Development Agreement. The Parties intend for this Agreement and the Bi-State Development Agreement to be consistent documents, but, in the event of any conflict or inconsistency between this Agreement and the Bi-State Development Agreement, the terms of the Bi-State Development Agreement shall govern.

10.12 Future Implementing Agreements

Pursuant to and in furtherance of the powers delegated herein, the Parties anticipate entering future agreements, as necessary, to implement the purposes of this Agreement and the Bi-State Development Agreement, including but not limited to one or more Custody Agreements, Toll System Integrator Agreements, Toll Operations Agreements, and Toll Policy Agreements.

10.13 Authorizations; Filings; and Effective Date

10.13.01 Each of the Parties (as applicable) hereby represents and warrants to all other Parties that such Party has conducted the appropriate meetings or hearings as required by law and has otherwise met all conditions precedent to entering this Agreement, including, the adoption of resolutions (as applicable) authorizing the execution, delivery, and performance of this Agreement.

10.13.02 A fully executed copy of this Agreement will be filed with the County Recorder of Vanderburgh County, Indiana and with the Indiana State Board of Accounts. A fully executed copy of this Agreement will be filed with the County Clerks of Henderson County, Kentucky and Franklin County, Kentucky, and with the Kentucky Secretary of State.

10.13.03 This agreement shall only become operative, effective, and binding as to the Parties and each State upon completion of all the filings contemplated in Section 10.13.02.

10.14 Funding Cancellation

If the legislature of either State or the federal funding source for the subject of this Agreement fails to make an appropriation or re-appropriation to pay Kentucky's and/or Indiana's obligations hereunder, this Agreement may be terminated, in part or entirely, by either State. Further, as required by Indiana Financial Management Circular 3.3 and Ind. Code § 5-22-17-5, when the Director of the Indiana State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of the Indiana State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

10.15 Compliance With Laws

The Parties agree to comply with all applicable laws of their respective states and with all federal laws.

10.16 Non Collusion

The undersigned attests, subject to the penalties for perjury, that undersigned is the properly authorized representative, agent, member or officer of the Parties. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Parties, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

(end of text; signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the respective dates set forth below.

INDIANA DEPARTMENT OF TRANSPORTATION

BY: _____ Date: _____
Lyndsay Quist, Commissioner

STATE OF INDIANA)
) SS
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __, by Lyndsay Quist the Commissioner of the Indiana Department of Transportation.

Notary Public

(Printed Name)

My commission expires

Resident of _____ County

STATE OF INDIANA
ADDITIONAL REQUIRED APPROVALS
[State approvals are electronic-see attached confirmation page.]

STATE BUDGET AGENCY

BY: _____ Date: _____
Chad Ranney, State Budget Director

DEPARTMENT OF ADMINISTRATION

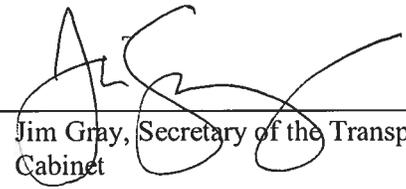
BY: _____ Date: _____
Brandon Clifton, Commissioner

APPROVED AS TO FORM AND LEGALITY:

OFFICE OF INDIANA ATTORNEY GENERAL

BY: _____ Date: _____
Theodore E. Rokita
Attorney General

KENTUCKY TRANSPORTATION CABINET

BY: 
Jim Gray, Secretary of the Transportation
Cabinet

Date: 1-12-26

APPROVED AS TO FORM AND LEGALITY

OFFICE OF LEGAL SERVICES, KENTUCKY
TRANSPORTATION CABINET

BY: _____
Will Fogle, Executive Director

Date: _____

KENTUCKY PUBLIC TRANSPORTATION INFRASTRUCTURE AUTHORITY

BY: *Geri Grigsby*
Geri Grigsby, Vice Chair of KPTIA

Date: 1/12/26

APPROVED AS TO FORM AND LEGALITY

OFFICE OF LEGAL SERVICES, KENTUCKY
TRANSPORTATION CABINET

BY: _____
J. Todd Shipp, Special Assistant

Date: _____

APPROVED

ATTORNEY GENERAL OF THE
COMMONWEALTH OF KENTUCKY

BY: _____
Russell Coleman, Attorney General

Date: _____

