

SURETY BOND

PRINCIPAL (Name and Address):

SURETY (Name and Principal Place of Business):

OBLIGEE

ITR Concession Company, LLC
52551 Ash Road
Granger, IN 46530

SURETY BOND #

Date:
Amount

PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title: _____

Surety Bond Claims Information, please advise of correct address to send claims in the event this is required.

Company Name: _____

Attention: _____

Address: _____

City, State, & Zip Code: _____

Phone: _____ Fax: _____

E-Mail: _____ Website: _____

SURETY BOND

This Surety Bond ("Bond") given by _____, a _____ formed and existing under the laws of the State of _____, whose address is _____, as Principal and _____, a corporation formed and existing under the laws of the State of _____, having its principal office at _____, as surety ("Surety"), are held and firmly bound unto the ITR Concession Company, LLC, its successors and assigns (hereinafter, called the "Obligee"), in the sum of _____ dollars (_____), in lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally.

WHEREAS, Principal desires the extension of credit in the use of the Indiana Toll Road, and the Obligee is willing to extend such credit to such Principal for such use; provided, however, that as a condition precedent to the extension of such credit shall be the provision of a good and sufficient bond with a good and sufficient surety, securing the payment for the use of said Indiana Toll Road, with said Obligee;

WHEREAS, Principal has entered into the Terms and Conditions with Obligee wherein the Obligee extends credit to the Principal in the use of the Indiana Toll Road, which contract is by reference specifically made a part hereof.

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Obligee to pay all amounts owed by Principal to Obligee pursuant to the Terms and Conditions set forth when opening an account with the Indiana Toll Road.
2. If Principal fully performs its obligations or indemnifies Obligee against any loss resulting from the breach of any part of the Terms and Conditions by Principal, this obligation will be void; otherwise the obligation will remain in full force and effect, subject only to the following provisions of this Bond.
3. No liability will attach to Surety under this Bond unless on discovery of any fact or circumstance indicating a possible claim under this Bond, written notice of the claim is given to Surety. Upon notice to Surety, Surety shall promptly and at Surety's expense take the following actions:
 - (a) Send an answer to Obligee, within seven (7) business days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (b) Immediately pay or arrange for payment of any undisputed amounts to Obligee.
4. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

5. Notice to Surety or the Principal shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety or the Principal, however accomplished, shall be sufficient compliance as of the date received.

6. Notice to Obligee shall be mailed via certified mail, return receipt requested, addressed to Commercial Account Coordinator, ITR Concession Company, LLC, 52551 Ash Road, Granger, IN 46530.

7. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.

8. This obligation will run continuously and will remain in full force and effect until and unless the Bond is terminated and cancelled by written notice to Obligee, but such notice will not affect the obligations under this Bond with respect to any obligation which may have arisen prior to the receipt of such notice by Obligee.

9. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising under this Bond, the venue of the same will be in Indiana. All matters will be governed by Indiana law.

10. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions will remain effective.

11. Any deviations from, additions to, or modifications in the obligations of the Terms and Conditions may be made without in any way releasing Surety from liability under this Bond, and Surety may request copies of any deviations, additions, or modifications to the Terms and Conditions by written notice to Principal or Obligee, who shall provide a copy to Surety.

12. This Bond is binding on Surety and its successors, assigns, and legal representatives. Principal and Surety have executed this bond at _____ [designate place of execution] on _____ [date].

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument at _____ this _____ day of _____, _____.

PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____