THIRD AMENDMENT TO THE AMENDED AND RESTATED ELECTRIC VEHICLE SHARING CONCESSION AGREEMENT DATED AS OF THE 31ST DAY OF MARCH, 2015 BY AND BETWEEN THE CITY OF INDIANAPOLIS, INDIANA AND BLUEINDY, LLC

Third Amendment to the Amended and Restated Electric Vehicle Sharing Concession Agreement, dated March 31, 2015 (the “Third Amendment”), between the City of Indianapolis, Indiana, a municipal corporation, acting by and through the Office of the Mayor (the “City”), and BlueIndy, LLC, an Indiana Limited Liability Company (“Company”), collectively referred to as the “Parties”, and each, a “Party”.

WHEREAS, the Parties have entered into an Amended And Restated Electric Vehicle Sharing Concession Agreement Dated As Of The 31st Day Of March, 2015 By And Between The City Of Indianapolis, Indiana And BlueIndy, LLC (“Concession Agreement”), as amended on October 8, 2015 (the “First Amendment”) and March 30, 2016 (the “Second Amendment”) (the Concession Agreement, First Amendment, and Second Amendment collectively referred to as the “Existing Agreement”); and

WHEREAS, the Parties desire to amend the Existing Agreement to reflect multiple changes agreed upon between the Parties;

WHEREAS, pursuant to Section 12.10 of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party;

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

Capitalized terms used and not defined in this Third Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement.

As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

a. Section 2.03(a)(ii) (Rates)

Add the following sentence at the end of the section:

The rates and charges shall be initially as listed on the Company’s website at the time that this agreement becomes effective and are subject to change by the Company at any time at its sole discretion, provided that such charges should remain within a reasonable range of similar services in similar cities.

b. Section 2.04(b)(i) (Notice to Proceed)

Add the following sentence at the end of the section:

1
The City shall provide a copy of the Notice to Proceed ("NTP") to a designated representative of the City-County Council as soon as reasonably practical, but not more than three (3) days after receipt of the NTP from the Company.

c. Section 2.05(a) (Locations)

Add the following paragraph at the end of the section:

The City and the Company agree that public notice and public input in the placement of Locations is similarly a critical element to the success of the Services. The Company shall provide the City as much notice as possible of the approximate location of a contemplated Location in the manner provided in Section 2.05(d).

d. Section 2.05(d) (Locations)

Replace the second paragraph (as originally added by the Second Amendment) with the following:

The City may collaborate with the Company in the early identification of future stations in the public right of way, including involving the City's neighborhood advocates and the City-County Council to solicit public feedback. This input from the City will serve to identify potential future sites for the Company's consideration and for technical feasibility studies. As part of this collaboration, for all Locations for which an NTP has not been submitted prior to the Effective Date of the Third Amendment, the Company will inform the City on a regular basis of sites under consideration. The Company will provide the City as much notice as possible, but not less than sixteen (16) days before inclusion of a site in an NTP, of: (1) the approximate street address or other proposed physical location of a site, and (2) the estimated date on which the Company anticipates including the site in an NTP assuming they are selected by the Company. This will allow the City to provide residents and businesses in the vicinity any notice it deems appropriate. The City shall provide such notices to a designated representative of the City-County Council as soon as reasonably practical, but not more than three (3) days after receipt of the notices from the Company. If the City fails to so notify the Council, such delay shall not affect the Company's compliance with this notice provision and the NTP process. The Company shall additionally post a sign, in a format to be agreed upon by the City Representative and the Company within two weeks of the execution of this Third Amendment and no more costly than the standard of the trade, as near as possible to the proposed site and at least sixteen (16) days before approval of an NTP by the City. Such signage shall give notice that a BlueIndy station is proposed for the site and include contact information for residents to provide public comments, including at minimum contact information for the City Representative.

e. Section 2.05(h) (Locations)

After Section 2.05(g), add a new Section 2.05(h) as follows:

Upon signature of the Third Amendment, the City may conduct a "Good Reason" assessment of twenty-seven (27) Locations listed in Appendix 1 for which an NTP has been granted and which are already operational or under construction. Such an assessment shall apply the Good Reason review process described in Section 2.05(e) and in the Second Amendment. The City shall have forty-five (45) days after the Effective Date of the Third Amendment to notify the Company in
writing of any Location for which it believes a Good Reason exists and of the City's desire to relocate the Location. Such notice shall include the evidence of the Good Reason and the alternative location(s) within a reasonable distance from the existing location, as defined and required by Section 2.05(e), provided that such alternative locations shall be in compliance with the Good Reason review process. If the City believes no adequate alternative location exists within the reasonable distance as required by Section 2.05(e), the City and Company shall agree upon a third party to conduct an independent review of whether an alternative location exists that complies with Section 2.05(e). If such a review is required, the 45-day period shall be extended, as to that station(s) only, for a period of time mutually agreed upon by the parties. If the third party determines that no alternative location that complies with the Good Reason review process exists within the distance specified by Section 2.05(e), then the City and the Company shall select an alternative location outside the distance limit that complies with the Good Reason review process. Notwithstanding Section 2.05(g), the Company shall be responsible for the relocation costs of any Locations listed in Appendix 1 for which the City determines that a Good Reason exists, up to a maximum of seven (7) stations.

f. Section 5.07(b)(i) (Property Taxes)

This section is replaced in whole with the below:

Property Taxes on Real Property. The Company shall pay property taxes on its real and personal property, as applicable, but shall not be responsible for payment of property taxes on property owned by the City.

3. Date of Effectiveness; Limited Effect.

This Third Amendment will be deemed effective on the date on which it first becomes fully executed by all below listed Parties (the "Effective Date"). Except as expressly provided in this Third Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement will mean and be a reference to the Existing Agreement as amended by this Third Amendment.

4. Miscellaneous.

This Third Amendment is governed by, and construed in accordance with, the laws of the State of Indiana, without regard to the conflict of laws provisions of such State.

This Third Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.
The headings in this Third Amendment are for reference only and do not affect the interpretation of this Third Amendment.

This Third Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

This Third Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as follows:

<table>
<thead>
<tr>
<th>BlueIndy, LLC</th>
<th>City of Indianapolis</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Printed:</td>
<td>Printed:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

September 29, 2016

Approved for form and legality
City of Indianapolis

| By:          |                  |
| Printed:     |                  |
| Title:       |                  |
| Date:        |                  |

Approved for availability of funds
City of Indianapolis

| By:          |                  |
| Printed:     |                  |
| Title:       |                  |
| Date:        |                  |

4
The headings in this Third Amendment are for reference only and do not affect the interpretation of this Third Amendment.

This Third Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

This Third Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as follows:

BluelIndy, LLC
By: __________________________
Printed: Hervé Muller
Title: President
Date: _________________________

City of Indianapolis
By: ____________________________
Printed: ________________________
Title: Chief of Staff
Date: 09/30/16

Approved for form and legality
City of Indianapolis
By: ____________________________
Printed: ________________________
Title: Corporation Counsel
Date: 9/29/16

Approved for availability of funds
City of Indianapolis
By: ____________________________
Printed: ________________________
Title: Controller
Date: 10/07/2016
# Appendix 1

<table>
<thead>
<tr>
<th>Station Name</th>
<th>Nearest Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Washington &amp; Meridian</td>
<td>2 E Washington St</td>
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<tr>
<td>Fountain Square 1</td>
<td>1107 E Morris St</td>
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<tr>
<td>Irvington</td>
<td>27 S Audubon Rd</td>
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<td>54th &amp; College</td>
<td>5351 N College Ave</td>
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<td>550 Virginia Ave</td>
</tr>
<tr>
<td>Ohio &amp; Illinois</td>
<td>180 N Illinois St</td>
</tr>
<tr>
<td>Mass Ave 3</td>
<td>505 E Walnut St</td>
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<tr>
<td>New York &amp; New Jersey</td>
<td>375 E New York St</td>
</tr>
<tr>
<td>Fountain Square 2</td>
<td>1010 E Virginia Ave</td>
</tr>
<tr>
<td>Mass Ave 4</td>
<td>891 Massachusetts Ave</td>
</tr>
<tr>
<td>North &amp; College</td>
<td>609 N College Ave</td>
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<tr>
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<tr>
<td>East Vermont</td>
<td>1175 E Vermont St</td>
</tr>
<tr>
<td>Mass Ave 2</td>
<td>416 E Michigan St</td>
</tr>
<tr>
<td>Arch &amp; East</td>
<td>842 N East St</td>
</tr>
<tr>
<td>42nd &amp; College</td>
<td>308 W 42nd St</td>
</tr>
</tbody>
</table>
AGREEMENT TO EXTEND IPL’S PROVISION OF EXTENSION SERVICES UNDER THE AMENDED AND RESTATED ELECTRIC VEHICLE SHARING CONCESSION AGREEMENT OF MARCH 31, 2015, AND THE AMENDED AND RESTATED EXTENSION SERVICES AGREEMENT OF MARCH 31, 2015

WHEREAS, the Consolidated City of Indianapolis, Indiana, a municipal corporation acting by and through the Office of the Mayor (the “City”), and BlueIndy, LLC, an Indiana Limited Liability Company ("BlueIndy"), entered into an Amended and Restated Electric Vehicle Sharing Concession Agreement, dated March 31, 2015 ("Concession Agreement") and amended on October 8, 2015, and March 30, 2015;

WHEREAS, the City and Indianapolis Power & Light Company, an Indiana corporation with its principal office located at One Monument Circle, Indianapolis, IN 46204 ("IPL"), entered into an Amended and Restated Extension Services Agreement, dated March 31, 2015 ("Extension Services Agreement");

WHEREAS, the City, IPL, and BlueIndy are referred to herein collectively as the Parties;

WHEREAS, Section 2.04(d)(iv) of the Concession Agreement states that IPL’s obligation to perform Work, as defined in the Concession Agreement, may be extended beyond December 31, 2016, if agreed to by the Parties in writing; and

WHEREAS, Section 3(b) of the Extension Services Agreement states that IPL’s obligation to perform Extension Services, as defined in the Extension Services Agreement, may be extended beyond December 31, 2016, if agreed to by the Parties in writing;

WHEREAS, Section 6(a)(i) of the Extension Services Agreement states that the City shall not amend the Concession Agreement without the prior written consent of IPL;

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. IPL shall perform IPL’s Work, as defined in the Concession Agreement, through June 30, 2017, and shall give due consideration to an additional six month extension if requested by BlueIndy.
2. IPL shall perform Extension Services, as defined in the Extension Services Agreement, through June 30, 2017, and shall give due consideration to an additional six month extension if requested by BlueIndy.

3. The Parties further acknowledge and agree that IPL shall complete such Work and Extension Services that were begun at least sixty (60) days prior to June 30, 2017, as provided in the original Concession Agreement and Extension Services Agreement.

4. IPL consents to the third amendment to the Concession Agreement, to be executed in conjunction with the BlueIndy franchise agreement and attached herein as Exhibit 1.
IN WITNESS WHEREOF, the Parties have executed this agreement as follows:

BlueIndy, LLC.
By: [Signature]
Printed: Hervé Muller
Title: President
Date: 9/21/2016

City of Indianapolis
By: [Signature]
Printed: Thomas Cook
Title: Chief of Staff
Date: 09/30/14

Indianapolis Power & Light Company
By: [Signature]
Printed: Rafael Sanchez
Title: President & CEO
Date: 10/23/16

Approved for form and legality
City of Indianapolis
By: [Signature]
Printed: Andrew J. Mallon
Title: Corporation Counsel
Date: 9/29/16
IN WITNESS WHEREOF, the Parties have executed this agreement as follows:

BlueIndy, LLC
By: [Signature]
Printed: Hervé Muller
Title: President
Date: 9/21/2016

City of Indianapolis
By: [Signature]
Printed: [Signature]
Title: [Position]
Date: [Date]

Indianapolis Power & Light Company
By: [Signature]
Printed: Rafael Sanchez
Title: President & CEO
Date: [Date]

Approved for form and legality
City of Indianapolis
By: [Signature]
Printed: [Signature]
Title: [Position]
Date: [Date]
EXHIBIT 1
THIRD AMENDMENT TO THE AMENDED AND RESTATED ELECTRIC VEHICLE SHARING CONCESSION AGREEMENT DATED AS OF THE 31ST DAY OF MARCH, 2015 BY AND BETWEEN THE CITY OF INDIANAPOLIS, INDIANA AND BLUEINDY, LLC

Third Amendment to the Amended and Restated Electric Vehicle Sharing Concession Agreement, dated March 31, 2015 (the “Third Amendment”), between the City of Indianapolis, Indiana, a municipal corporation, acting by and through the Office of the Mayor (the “City”), and BlueIndy, LLC, an Indiana Limited Liability Company (“Company”), collectively referred to as the “Parties”, and each, a “Party”.

WHEREAS, the Parties have entered into an Amended And Restated Electric Vehicle Sharing Concession Agreement Dated As Of The 31st Day Of March, 2015 By And Between The City Of Indianapolis, Indiana And BlueIndy, LLC (“Concession Agreement”), as amended on October 8, 2015 (the “First Amendment”) and March 30, 2016 (the “Second Amendment”) (the Concession Agreement, First Amendment, and Second Amendment collectively referred to as the “Existing Agreement”); and

WHEREAS, the Parties desire to amend the Existing Agreement to reflect multiple changes agreed upon between the Parties;

WHEREAS, pursuant to Section 12.10 of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party;

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

Capitalized terms used and not defined in this Third Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement.

As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

a. Section 2.03(a)(ii) (Rates)

Add the following sentence at the end of the section:

The rates and charges shall be initially as listed on the Company’s website at the time that this agreement becomes effective and are subject to change by the Company at any time at its sole discretion, provided that such charges should remain within a reasonable range of similar services in similar cities.

b. Section 2.04(b)(i) (Notice to Proceed)

Add the following sentence at the end of the section:
The City shall provide a copy of the Notice to Proceed ("NTP") to a designated representative of the City-County Council as soon as reasonably practical, but not more than three (3) days after receipt of the NTP from the Company.

c. **Section 2.05(a) (Locations)**

Add the following paragraph at the end of the section:

The City and the Company agree that public notice and public input in the placement of Locations is similarly a critical element to the success of the Services. The Company shall provide the City as much notice as possible of the approximate location of a contemplated Location in the manner provided in Section 2.05(d).

d. **Section 2.05(d) (Locations)**

Replace the second paragraph (as originally added by the Second Amendment) with the following:

The City may collaborate with the Company in the early identification of future stations in the public right of way, including involving the City's neighborhood advocates and the City-County Council to solicit public feedback. This input from the City will serve to identify potential future sites for the Company's consideration and for technical feasibility studies. As part of this collaboration, for all Locations for which an NTP has not been submitted prior to the Effective Date of the Third Amendment, the Company will inform the City on a regular basis of sites under consideration. The Company will provide the City as much notice as possible, but not less than sixteen (16) days before inclusion of a site in an NTP, of: (1) the approximate street address or other proposed physical location of a site, and (2) the estimated date on which the Company anticipates including the site in an NTP assuming they are selected by the Company. This will allow the City to provide residents and businesses in the vicinity any notice it deems appropriate. The City shall provide such notices to a designated representative of the City-County Council as soon as reasonably practical, but not more than three (3) days after receipt of the notices from the Company. If the City fails to so notify the Council, such delay shall not affect the Company's compliance with this notice provision and the NTP process. The Company shall additionally post a sign, in a format to be agreed upon by the City Representative and the Company within two weeks of the execution of this Third Amendment and no more costly than the standard of the trade, as near as possible to the proposed site and at least sixteen (16) days before approval of an NTP by the City. Such signage shall give notice that a BlueIndy station is proposed for the site and include contact information for residents to provide public comments, including at minimum contact information for the City Representative.

e. **Section 2.05(h) (Locations)**

After Section 2.05(g), add a new Section 2.05(h) as follows:

Upon signature of the Third Amendment, the City may conduct a "Good Reason" assessment of twenty-seven (27) Locations listed in Appendix I for which an NTP has been granted and which are already operational or under construction. Such an assessment shall apply the Good Reason review process described in Section 2.05(e) and in the Second Amendment. The City shall have forty-five (45) days after the Effective Date of the Third Amendment to notify the Company in
writing of any Location for which it believes a Good Reason exists and of the City's desire to relocate the Location. Such notice shall include the evidence of the Good Reason and the alternative location(s) within a reasonable distance from the existing Location, as defined and required by Section 2.05(e), provided that such alternative locations shall be in compliance with the Good Reason review process. If the City believes no adequate alternative location exists within the reasonable distance as required by Section 2.05(e), the City and Company shall agree upon a third party to conduct an independent review of whether an alternative location exists that complies with Section 2.05(e). If such a review is required, the 45-day period shall be extended, as to that station(s) only, for a period of time mutually agreed upon by the parties. If the third party determines that no alternative location that complies with the Good Reason review process exists within the distance specified by Section 2.05(e), then the City and the Company shall select an alternative location outside the distance limit that complies with the Good Reason review process. Notwithstanding Section 2.05(g), the Company shall be responsible for the relocation costs of any Locations listed in Appendix 1 for which the City determines that a Good Reason exists, up to a maximum of seven (7) stations.

f. Section 5.07(b)(i) (Property Taxes)

This section is replaced in whole with the below:

**Property Taxes on Real Property.** The Company shall pay property taxes on its real and personal property, as applicable, but shall not be responsible for payment of property taxes on property owned by the City.

3. Date of Effectiveness; Limited Effect.

This Third Amendment will be deemed effective on the date on which it first becomes fully executed by all below listed Parties (the “Effective Date”). Except as expressly provided in this Third Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “hereto,” “herein” or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement will mean and be a reference to the Existing Agreement as amended by this Third Amendment.

4. Miscellaneous.

This Third Amendment is governed by, and construed in accordance with, the laws of the State of Indiana, without regard to the conflict of laws provisions of such State.

This Third Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.
The headings in this Third Amendment are for reference only and do not affect the interpretation of this Third Amendment.

This Third Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

This Third Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as follows:

Bluelndy, LLC
By: ______________________
Printed: Hervé Muller
Title: President
Date: September 29, 2016

City of Indianapolis
By: ______________________
Printed: ____________________
Title: ______________________
Date: ______________________

Approved for form and legality
City of Indianapolis
By: ______________________
Printed: ____________________
Title: ______________________
Date: ______________________

Approved for availability of funds
City of Indianapolis
By: ______________________
Printed: ____________________
Title: ______________________
Date: ______________________
The headings in this Third Amendment are for reference only and do not affect the interpretation of this Third Amendment.

This Third Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

This Third Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as follows:

Bluelndy, LLC
By: 
Printed: Hervé Muller
Title: President
Date: 

City of Indianapolis
By: 
Printed: Thomas Coa
Title: Chief of Staff
Date: 09/30/16

Approved for form and legality
City of Indianapolis

By: 
Printed: Andrew J. Mallow
Title: Corporation Counsel
Date: 9/29/16

Approved for availability of funds
City of Indianapolis

By: 
Printed: 
Title: Controller
Date: 10/03/2016

17037539.1
<table>
<thead>
<tr>
<th>Station Name</th>
<th>Nearest Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Washington &amp; Meridian</td>
<td>2 E Washington St</td>
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<td>Fountain Square 1</td>
<td>1107 E Morris St</td>
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