

**FOURTH AMENDMENT TO
MANAGED LANES TOLLING SERVICES AGREEMENT
BY AND BETWEEN
HIGH PERFORMANCE TRANSPORTATION ENTERPRISE
AND
E-470 PUBLIC HIGHWAY AUTHORITY**

Dated _____, 2022

FOURTH AMENDMENT TO
TOLLING SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO TOLLING SERVICES AGREEMENT (“Fourth Amendment”) is made and entered into effective this _____ day of _____, 2022 by and among the **E-470 PUBLIC HIGHWAY AUTHORITY**, a political subdivision of the State of Colorado and a body corporate (the “**Authority**”) and **HIGH PERFORMANCE TRANSPORTATION ENTERPRISE** of the State of Colorado Department of Transportation (“**HPTE**”) (singularly a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, the Parties entered into that Tolling Services Agreement, dated May 7, 2015, which was subsequently amended by the First Amendment to Tolling Services Agreement, dated effective December 14, 2017, the Second Amendment dated effective August 14, 2018 and the Third Amendment dated effective January 28, 2022 (collectively the “TSA”); and

WHEREAS, WHEREAS, the Parties now wish to amend the TSA to extend its term for a period of five (5) years and to specifically contemplate a future amendment to the TSA which will add terms detailing the Parties’ obligations with respect to newly added provisions defining a new “Term Expiration Wind Down” (the “Future Amendment”); and

WHEREAS, Section 30(f) provides that the TSA may be amended only if in writing executed by HPTE and the Authority; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.
2. **Defined Terms and Attachment 1 Amendment.** All defined terms utilized but not defined herein shall have the meanings ascribed to them in the TSA. The following defined terms are hereby added to Attachment 1, or amended from the original Attachment 1:

“Future Amendment ” shall mean that amendment to the Tolling Services Agreement which addresses with specificity the Term Expiration Wind-Down or TEWD, including but not limited to providing a discrete timeline, schedule of activities, and allocation of responsibilities to which the Parties will adhere in order to achieve cessation of Toll Services by the Authority concurrent with the Expiration Date.

“Term Expiration Wind-Down” shall mean that time period commencing no later than twenty four (24) months prior to the Expiration Date and ending upon the Expiration Date.

3. **Amendment to Attachment 1 Definition of “Expiration Date.”** The definition of “Expiration Date” in Attachment 1 to the Agreement is hereby amended as follows:

“**Expiration Date**” shall mean 12:01 p.m. Denver, Colorado time on June 30, 2028.

4. **Section 2.** Section 2 of the TSA is hereby amended by the addition of a new Section (2)(a) reading as follows:

a. In order to provide for orderly cessation of Tolling Services by the Authority concurrent with the Expiration Date; the Parties acknowledge and agree that significant activity and effort must commence in an orderly fashion long before the Expiration Date. Therefore, the Parties hereby agree to enter into a Future Amendment to this TSA by no later than December 31, 2024 to allow for the Term Expiration Wind-Down when needed. The Future Amendment shall contain all terms and conditions needed in order to accomplish the Term Expiration Wind-Down by the Expiration Date and its terms shall include, but shall not be limited to (if and as applicable) the items addressed in the Termination Wind-Down Period as specified in Section 27 of the TSA.

5. **Effective Date.** This Fourth Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (the date of which approval shall be the “**Effective Date**”).

6. **Full force and Effect.** Except as expressly modified by this Fourth Amendment, all provisions of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE BLOCKS TO FOLLOW]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Fourth Amendment as of the date first written above.

E-470 PUBLIC HIGHWAY AUTHORITY

By: Tim Stewart
Its: Executive Director

FINANCE APPROVAL:

Director of Finance

APPROVED AS TO FORM:
ICENOGLE SEAVER POGUE
A Professional Corporation

General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: February 10, 2022

[Signature page 1 of 2 to the Fourth Amendment to the Tolling Services Agreement]

HIGH PERFORMANCE TRANSPORTATION
ENTERPRISE

By: Nicholas J. Farber

Its: Director

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

Section 24-30-202, C.R.S. requires that the State Controller to approve all agreements. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

[Signature page 2 of 2 to the Fourth Amendment to the Tolling Services Agreement]