

## HPTE Resolution #489

### **Eighth Amendment to Managed Lanes Tolling Services Agreement**

**WHEREAS**, pursuant to C.R.S. § 43-4-806, *et seq.*, the General Assembly of the State of Colorado created the Colorado High Performance Transportation Enterprise (“HPTE”)<sup>1</sup> as a government-owned business within the Colorado Department of Transportation (“CDOT”) to pursue innovative means of more efficiently financing important surface transportation projects that will improve the safety, capacity, and accessibility of the surface transportation system; and

**WHEREAS**, pursuant to C.R.S. § 43-4-806(2)(c)(I), the HPTE Board of Directors (the “Board”) has the authority to establish user fees for the privilege of using surface transportation infrastructure; and

**WHEREAS**, since 2015 HPTE has contracted with E-470 Public Highway Authority (“E-470”), pursuant to a Managed Lanes Tolling Services Agreement (“TSA”) to collect user fees and provide other back-office services (“BOS”) for CTIO’s Tolling Facilities, except for U.S. 36, which user fees are collected on behalf of the U.S. 36 concessionaire pursuant to a separate agreement with E-470; and

**WHEREAS**, HPTE has selected a new BOS provider and negotiated a new contract for tolling services. HPTE anticipates the new BOS provider can “Go Live” on September 1, 2027; and

**WHEREAS**, the existing TSA requires HPTE and E-470 to execute a Future Amendment detailing the activities and timeline for the Wind-Down of the existing TSA; and

**WHEREAS**, pursuant to Section 43-4-806(6)(h), C.R.S., the HPTE Board of Directors is authorized to make and enter into all agreements necessary or incidental to the exercise of its powers and performance of its duties; and

**WHEREAS**, pursuant to Article VIII, subsection D of the CTIO Bylaws, the CTIO Director “shall have authority to approve and enter into contracts and any amendments of existing contracts so long as the total projected expenditures for either the operating fund or the special revenue fund respectively do not exceed the estimate of the available funds approved for the fiscal year by the Board”; and

**WHEREAS**, the Eighth Amendment to the TSA will not cause the total expected expenditures for either the operating fund or the special revenue fund respectively to exceed the estimate of the available funds approved for the fiscal year by the Board; and

**WHEREAS**, HPTE staff and legal counsel at the Colorado Attorney General’s Office have negotiated the details of the Eighth Amendment to the TSA with E-470 counsel and staff. The draft Eighth Amendment is attached hereto as **Exhibit A**; and

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<sup>1</sup>

**WHEREAS**, the Board has reviewed the draft Eighth Amendment.

**NOW THEREFORE BE IT RESOLVED**, the Board of the High Performance Transportation Enterprise hereby supports the Director in executing the Eighth Amendment to the TSA on behalf of HPTE in the form substantially similar to general terms presented, and such changes thereto as may be approved by the HPTE Director and the office of the Colorado Attorney General, provided such changes shall not substantially and materially affect the terms and conditions of the agreement as presented to the HPTE Board of Directors, nor otherwise be inconsistent with this resolution.

Signed as of March 18, 2026

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Simon Logan  
Secretary, HPTE Board of Directors

**Exhibit A to HPTE Resolution #489**

**(Eighth Amendment to Managed Lanes Tolling Services Agreement )**

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

Dated \_\_\_\_\_, 2026

**EIGHTH AMENDMENT**  
**TO**  
**TOLLING SERVICES AGREEMENT**

**THIS EIGHTH AMENDMENT TO TOLLING SERVICES AGREEMENT (“Eighth Amendment”)** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2026 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 dated effective December 14, 2017, the Second Amendment dated effective August 14, 2018, the Third Amendment dated effective January 28, 2022, the Fourth Amendment dated effective March 9, 2022, the Fifth Amendment dated effective June 6, 2022, the Sixth Amendment dated effective December 31, 2024, and the Seventh Amendment dated effective July 7, 2025 (collectively, the “**TSA**”); and

**WHEREAS**, the Parties now wish to amend the TSA to provide additional terms regarding the Term Expiration Wind-Down;

**WHEREAS**, the Parties wish to provide for an orderly transition and wind-down and to make the transition and wind-down process as convenient as reasonably practicable for customers and ensure due process of law is maintained during the transition and wind down; and

**WHEREAS**, the Parties further recognize that once the cessation process for the Authority’s Tolling Services commences, certain of the processes, as more particularly set forth in this Eighth Amendment, cannot be unwound in the Authority’s systems in order to afford adequate due process to customers; 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. Term Expiration Wind Down Payments.** As compensation for efforts related to the wind down, either the Parties shall continue to extend the time and availability of authorized compensation

under Task Order 12 during the remainder of Term Expiration Wind Down, or the Parties shall execute a funding Task Order specific to the Term Expiration Wind Down outlining the Authority's responsibilities related to transition planning and HPTE's payment obligation therefor (the "Transition Plan Task Order").

**3. Defined Terms and Attachment 1 Amendment**

- a. "Amended Stated Go-Live Date" has the meaning set forth in Section 5.
- b. "Go-Live Date" has the meaning set forth in the Seventh Amendment.
- c. "Last Full Cycle Toll Date" has the meaning set forth in Section 5(d).
- d. "Original Stated Go-Live Date" has the meaning set forth in Section 5.
- e. "Project Schedule/Transition Plan" has the meaning set forth in Section 6.
- f. "Toll Tail Collection Date" has the meaning set forth in Section 5(e).
- g. "Transaction Costs" shall mean the costs for each ExpressToll® Transaction, calculated as follows: \$.05 plus 3% of the posted toll amount with a minimum of \$.08 per transaction.
- h. "Transaction Processing Cessation Date" shall have the meaning set forth in Section 5(a).
- i. "Transition Plan Task Order" has the meaning set forth in Section 2.
- j. "Wind Down Timeline" has the meaning set forth in Section 5.

**4. Cost Model.** The Cost Model attached as Attachment 7 to the TSA is superseded and replaced in its entirety by **Exhibit A** to this Eighth Amendment.

**5. Overarching Wind Down Transition Timelines.** The Parties recognize that from the date when HPTE provides the Authority with 12 months' written Notice of HPTE's Go-Live Date (the "Original Stated Go-Live Date"), the Authority will need a full 11 months for software development and to avoid customer confusion the ("Wind Down Timeline"). The Wind Down Timeline cannot be shortened once commenced, but HPTE shall be entitled to extend the Original Stated Go-Live-Date one or more times each by no less than 30 days by providing written notice to the Authority no later than 180 days prior to the Original Stated Go-Live-Date (or 180 days prior to any subsequent amendment to the Original Stated Go-Live-Date in accordance with this Section (each, an "**Amended Stated-Go Live Date**")). In the event of an Amended Stated Go-Live Date, the Authority will not resume billing processes which have ceased in accordance with this Eighth Amendment and the Project Schedule/Transition Plan, including, but not limited to CPANs and HOFOs, but the Authority will continue to process Transactions in order to send bills as set forth

in this Eighth Amendment and/or send Transactions to the collections firm directed by HPTE up to the Transaction Processing Cessation Date provided in Section 5(a) below.

In consideration of all of the foregoing legal and practical realities, the Parties agree to the following key milestones, which are components of the Wind Down Timeline, with any necessary processes for such milestones to be further described in the Transition Plan Task Order:

- a. Transaction Processing Cessation Date. The Authority will continue to ingest Transactions into TCS, send billing statements (other than CPANs and HOFOS which shall be earlier ceased as provided below) and collect and remit revenue for HPTE ExpressToll® and LicensePlateToll® Transactions in accordance with this Eighth Amendment up to the Go-Live Date (the “**Transaction Processing Cessation Date**”);
- b. HOFO Cessation Dates.
  - i. The last date upon which a hearing officer’s final order (“**HOFO**”) in default for HPTE Transactions and civil penalties will be issued will be 45 days prior to the Original Stated Go-Live Date (the “**Default HOFO Cessation Date**”).
  - ii. In the event a customer files a request for a hearing (in the course of the Authority’s normal billing cycle), the last date upon which a HOFO for HPTE Transactions and civil penalties will be issued is the day before the Original Stated Go-Live Date (the “**Contested HOFO Cessation Date**”);
- c. Last Full Cycle Toll Date. In order to meet the Default HOFO Cessation Date: The last HPTE LicensePlateToll® Transaction to flow through the entirety of the Authority’s standard billing process leading to HOFOS (such process comprising three initial billing statements, four collections billing statements, a civil penalty assessment notice (“**CPAN**”), and the HOFO will occur 11 months prior to the Original Stated Go-Live Date (the “**Last Full Cycle Toll Date**”).
- d. CPAN Cessation Date. The last HPTE LicensePlateToll® Transaction to flow through the Authority’s standard billing process to CPAN will also occur by the Last Full Cycle Toll Date, and the last HPTE CPAN will be issued by the Authority 3 months prior to the Original Stated Go-Live Date.
- e. Toll Tail Collections Date. 90 days following the Go-Live Date, the Authority will cease active collection of HPTE Transactions of any type (“**Toll Tail Collection Date**”). On the Toll Tail Collection Date, the Authority will refer all HPTE Transactions in the Authority’s billing process at the then-applicable stage to HPTE, and no further active collection efforts will be undertaken by the Authority. The Authority will cooperate with HPTE to facilitate HPTE’s efforts to join the Central US Interoperability HUB (“**CUSIOP**”), but HPTE shall be responsible for meeting all criteria required for its own CUSIOP membership as the Authority has no control over CUSIOP or its membership process.

- f. Remittance of HPTE Transaction Payments Received After the Toll Tail Collections Date. While the Authority will no longer actively engage in collections for HPTE following the Toll Tail Collection Date, the Authority will continue to remit payments for HPTE Transactions to HPTE per the Project Schedule/Transition Plan.
- g. The Authority will release all HPTE-related Department of Revenue (“DOR”) holds per the Project Schedule/Transition Plan;
- h. Prior to the Go-Live Date, the Authority will separate Transactions by “Party” (e.g., Authority and HPTE) at collections;
- i. Following the effective date of this Eighth Amendment, the Authority will develop a scope of work, schedule, and cost estimate based on the Project Schedule/Transition Plan of (a) system changes required to facilitate the transition activities and (b) support services required to facilitate the transition activities, in order for HPTE to issue the Transition Plan Task Order in accordance with Section 27 of the TSA;

**6. Project Schedule and Transition Plan, including Business Rules for Wind Down Activities.** In addition to the Wind Down Timeline, within 120 days of the date of this Eighth Amendment, and as a condition precedent to HPTE providing the Notice of Original Go-Live Date, the Parties plan to create and agree upon one or more elements which, with all prior agreed upon elements, will comprise a master project schedule and transition plan, including business rules for the transition of the Authority’s Tolling Services back to HPTE (the “**Project Schedule/Transition Plan**”). For the avoidance of doubt, no Original Go-Live Date will be effective to bind the Parties without a Project Schedule/Transition Plan. During the Termination Wind-Down Period, the Parties will meet regularly (no less than weekly) to review and report on the status of all transition activities and continued coordination activities. Among other mutually agreed elements, the Project Schedule/Transition Plan will include:

- a. Additional detailed Authority billing process cessation timelines for each stage of the billing cycle and associated transition activities for sub-categories within the overall Wind Down Timeline and the associated Project Schedule/Transition Plan, including a plan to avoid duplicative billing as between HPTE and the Authority;
- b. Transition of HPTE Transactions to HPTE’s separate call center from the Authority’s call center, including requirements for each Party’s mutual deferment and transfer of calls to the other Party’s call center for that Party’s customers;
- c. Timelines for the Parties’ communications with Toll System Users, including communications and instructions to High Occupancy Vehicle Users on how to enable such High Occupancy Vehicle Users to use HPTE’s application for High Occupancy Vehicle declarations while using an HOV Transponder. The intent of communications with Toll

System Users is to provide clear and understandable instructions to Toll System Users well in advance of the Original Go-Live Date regarding the transition and wind-down, with the goal of making Toll Systems Users use of the Parties' respective facilities as seamless as reasonably practicable following the transition and wind down;

- d. Documentation and reporting between the Parties, including the timeframe in which the final cost model true-up will be performed;
- e. Cooperation on instructions to the Parties' collections firm(s) to ensure a successful transition of collections activities;
- f. Planning for payment remittances to HPTE for HPTE Transactions, and to the Authority for E-470 Transactions, after the Go-Live Date and Toll Tail Collection Date;
- g. Elements set forth in Section 27 of the TSA if and as determined necessary by both Parties.

The Parties understand and agree individual elements in the Project Schedule/Transition Plan may be mutually agreed by the Parties' representatives and presented to the Authority's Executive Director and HPTE's Director individually or as a group, for review and written approval. Upon written approval of individual elements in the Project Schedule/Transition Plan by both the Authority's Executive Director and HPTE's Director, the element(s) approved will bind the parties on the topic in question. The Project Schedule/Transition Plan is intended to be developed consistent with the terms of this Eighth Amendment; in the event the Project Schedule/Transition Plan conflicts with this Eighth Amendment, the terms of this Eighth Amendment shall govern the term in question.

This process is intended to afford the Authority and HPTE with sufficient flexibility to plan in real time as Wind Down Timeline sub-activities dictate and with information which in many cases will only be known incrementally over time.

7. **Contingency Planning for Delayed Go-Live Date.** The Parties recognize that the Go-Live Date may be delayed for a number of reasons, including delays in the development of HPTE's toll system and delays in HPTE's ability to join the Central US IOP Hub. Given the Parties' mutual goal to have an orderly transition and wind-down and to make the transition and wind-down process as convenient as reasonably practicable for customers, the Parties agree that the Project Schedule/Transition Plan and Transition Plan Task Order shall include and address contingency planning associated with such potential delays. In no event shall such contingency planning require the Authority to continue any billing processes which will have ceased in accordance with this Eighth Amendment and the Project Schedule/Transition Plan, including but not limited to the HOFO, CPAN, DOR hold and collections processes, beyond the timelines set forth in this Eighth Amendment, but the contingency planning will include the processes surrounding the Authority's obligation to continue to ingest and process Transactions, send bills and collect and remit revenue received as set forth in Section 5 of this Amendment.

**8. Amendments to Section 14/Cost Model.** Section 14 of the TSA is hereby replaced and superseded in its entirety by the following:

14. Compensation and Billing of Expenses.

a. Cost Model.

- i. The Authority is performing the Tolling Services under this Agreement using the cost model attached to this Eighth Amendment as Exhibit A, which shall thereafter become Attachment 7 to the TSA (the “**Cost Model**”).
- ii. Monthly Billing. Expenses shall be classified as either Reimbursable Costs or Transaction Costs or costs per dollar of Gross Toll Revenue, without duplication of any expenses within or between the foregoing classes. Transaction Costs and costs per dollar of Gross Toll Revenue shall be billed to HPTE on a monthly basis as provided in Section 14(c). Reimbursable Costs shall be billed to HPTE as provided in Section 14(b). For the avoidance of doubt, the Authority shall not bear the risk of any changes of any nature whatsoever where changes increase the cost of the Tolling Services. Increased costs resulting from changes requested by HPTE for its exclusive benefit shall be borne exclusively by HPTE. Additionally, changes to HPTE’s Toll Violation Enforcement or HPTE’s Policy Guidelines, which increase the Authority’s costs for providing the Tolling Services, shall be passed on to and paid by HPTE. Future costs, if any, incurred for the Authority’s sole and exclusive benefit shall not be Reimbursable Costs or Transaction Costs or costs per dollar of Gross Toll Revenue.
- iii. 2 Year Cost Allocation Review. Every 2 years HPTE and the Authority shall confer and the Authority shall evaluate and adjust the Transaction Cost and Cost per Dollar of Gross Toll Revenue. Any agreed upon changes to the cost allocation percentages will be effective until the next ensuing 2-year evaluation.

b. Reimbursable Costs. Reimbursable Costs (“**Reimbursable Costs**”) are HPTE’s share of any out-of-pocket expenses incurred by the Authority on the HPTE’s behalf and are billed pursuant to the payment terms of the Task Order applicable to the particular Reimbursable Costs.

- i. General Reimbursable Costs. Payment from HPTE will be due for the gross amount of incurred expense (including any supplier rebates or other incentives based on volume of purchases or other similar discounts) made for the benefit of HPTE. Reimbursable Costs include, but may not be limited to, payment for aged unpaid negative ExpressToll® account balances as agreed upon between HPTE and the Authority, applicable shared cost by HPTE of newly issued 6C single-position Transponders and switchable HOV Transponders as contemplated in Section 10, tracking and reporting of HOV Transactions, Non-Revenue Transactions, Motorcycle Transactions (subject to the Two year cost allocation review in Section 14(a)(iii)), insurance premiums for requested

excess coverage, greater than normal Level 2 Maintenance described in Section 8(f), marketing efforts requested by HPTE for the sole benefit of HPTE, additional costs incurred resulting from HPTE making changes in its business operations which alter the Authority's Tolling Services obligations without prior written agreement, costs incurred in responding to HPTE audit requests beyond those of a routine nature to substantiate costs included in the Cost Model, costs to implement requested programming changes, or other costs for actions undertaken by the Authority at HPTE's request which the Authority does not routinely undertake for its own business operations or other costs incurred with HPTE's prior approval. HPTE shall remit payment to the Authority such that the Authority receives it no later than the Invoice Due Date. If payment is not received from HPTE by the Invoice Due Date, HPTE shall be obligated to pay the Default Rate in addition to such payment then overdue until both the overdue payment and the Default Rate are paid in full. If invoiced payments remain unpaid (including the Default Rate) for an additional thirty (30) Business Days from the Invoice Due Date, then, in addition to the requirement to pay interest at the Default Rate, such failure to pay shall be an HPTE Default.

- ii. Start-Up Reimbursable Costs. "**Start-Up Reimbursable Costs**" shall be those costs associated with the opening of new HPTE Tolling Facilities, including but not limited to marketing efforts and costs associated with significant increases in CSC call volumes occurring from ninety (90) calendar days prior to the Full Service Commencement Date of a new HPTE Tolling Facility through ninety (90) calendar days after the opening of a new HPTE Tolling Facility.

Start-Up Reimbursable Costs shall be estimated by the Parties and agreed for each HPTE Tolling Facility by separate Task Order. The Authority shall track, hold and accumulate actual Start-Up Reimbursable Costs for each HPTE Tolling Facility. Within 120 calendar days of the opening of each HPTE Tolling Facility, HPTE and the Authority shall meet, confer and agree upon the final actual amount of Start-Up Reimbursable Costs to be reimbursed to the Authority. If this amount exceeds the estimated amount, HPTE shall issue a new Task Order agreeing to pay the difference between the estimated Start-Up Reimbursable Costs and the actual agreed Start-Up Reimbursable Costs.

- c. Transaction Costs and costs per dollar of Gross Toll Revenue shall be aggregated and billed on a monthly basis at the cost per transaction or cost per dollar of Gross Toll Revenue at the lane level rates as specified in the Cost Model. Changes in costs may derive from a variety of circumstances during the Term, including but not limited to changes in Law, technology, Authority practices, Force Majeure occurrences and other changes which may occur. These changes will be reviewed during HPTE and the Authority's Coordination Meetings and may be reflected as an adjustment to the Cost Model. Statements for Transaction Costs and costs per dollar of Gross Toll Revenue and the associated invoice will be sent to HPTE following each month end. HPTE shall remit payment to the Authority such that the Authority receives it no later than the Invoice Due Date. If payment is not received from HPTE by the Invoice Due Date, HPTE shall be obligated to pay the Default Rate in addition to such payment then overdue until both the

overdue payment and the Default Rate are paid in full. If invoiced payments remain unpaid (including the Default Rate) for an additional thirty (30) Business Days from the Invoice Due Date, then, in addition to the requirement to pay interest at the Default Rate, such failure to pay shall be an HPTE Default.

d. Cost Model Audit Rights. With respect to the periods preceding the effective date of this Eighth Amendment, following issuance of the year-end reconciliation, HPTE may request evidential support for specific line items contained in the Cost Model. Such request shall occur, unless otherwise agreed by amendment of this Agreement, no sooner than thirty (30) Business Days, nor later than ninety (90) Business Days following the date that the year-end reconciliation was provided to HPTE. The Authority shall provide such evidential support within sixty (60) Business Days of the date the request was received by the Authority. If HPTE should question the evidential support, it shall notify the Authority in writing within thirty (30) Business Days of receipt, citing its specific objections. The Parties shall then meet at a mutually-agreed date and time to resolve the issues. If the Parties cannot reach agreement on the issues within thirty (30) Business Days from the meeting date then the matter will be submitted for dispute resolution under Section 25. The Authority and HPTE will cooperate with transparency for all Cost Model items and Reimbursable Costs. However, the Authority may add any expense it incurs in responding to multiple HPTE requests for cost build up as a reimbursable expense.

e. HPTE Encumbrance Obligations. HPTE acknowledges that significant effort and expense are involved in the Authority's provision of the Tolling Services and that, notwithstanding Section 29(d), cost estimates are often simply order of magnitude estimates due to myriad operational variables which often become apparent to the Parties only during FRD development, including but not limited to HPTE directed functionality changes mid-development. These operational variables prevent costs from being known with precise certainty when Task Orders are issued. Therefore, HPTE hereby agrees to take all steps necessary to ensure each Task Order is adequately funded for the Task Order's term, including processing Task Order amendments, or issuing Option Letters as needed and as applicable to provide funding such that the Authority does not exercise its Stop-Work Rights ("HPTE Encumbrance Obligations").

- i. The Parties acknowledge that HPTE shall be responsible for all direct expenses incurred by the Authority in performance of the work stated in the proposal of each executed Task Order, which may include labor overruns, material overruns, and/or cost overruns related to said work arising from or related to any change in any statute, law, regulation, ordinance, rule, judgment, ruling, order, decree, directive, guideline, policy requirement, or any other binding interpretation or administration of any of the foregoing, whether now or hereafter in effect that limits or restricts movement of people, goods or materials, or imposes health, safety, or workplace requirements, restrictions, or limitations, thereby directly impacting the work that are materially different from those in effect on the Task Order effective date (the "Impact Costs"). To the extent Impact Costs are not adequately funded in the applicable Task Order, HPTE agrees that funding the same is an HPTE Encumbrance Obligation, without which the Authority may proceed with exercising its Stop-Work Rights in accordance with Section 14(f).

f. Authority Stop-Work Right. In the event of an HPTE monetary Default under Section 20(b), the Authority shall be entitled to stop performance of Tolling Services within the timelines specified in Sections (20)(b)(i) and (20)(b)(ii)(the “Stop-Work Right”).

9. **Effective Date.** This Eighth 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**”).

10. **Full Force and Effect.** Except as expressly modified by this Eighth 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 Eighth Amendment as of the date first written above.

E-470 PUBLIC HIGHWAY AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_  
By: Joe Donahue  
Its: Executive Director

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

ICENOGLE SEAVER POGUE  
A Professional Corporation

\_\_\_\_\_  
General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: \_\_\_\_\_

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

HIGH PERFORMANCE TRANSPORTATION  
ENTERPRISE

\_\_\_\_\_  
By: Piper Darlington

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 Eighth Amendment to the Tolling Services Agreement]*

**Exhibit A  
(COST MODEL)**

<b>Transaction Type</b>	<b>Cost Per Transaction</b>
<b>Cost per ExpressToll® transaction</b>	<b>0.050</b>
<b>Cost per LPT transaction</b>	<b>0.583</b>
<b>Cost per HOV / motorcycle transaction</b>	<b>0.026</b>
<b>Cost per dollar of ExpressToll® revenue</b>	<b>0.030</b>
<b>Cost per dollar of LPT revenue</b>	<b>0.016</b>
<b>Cost per segmented ExpressToll® transaction</b>	<b>0.000</b>
<b>Cost per segmented LPT transaction</b>	<b>0.000</b>
<b>LPT inserts</b>	<b>0.000</b>
<b>HOV/motorcycle account maintenance letters</b>	<b>0.000</b>
<b>HOV/motorcycle/non-revenue/hybrid/voided transactions</b>	<b>0.000</b>