

**FIRST AMENDMENT TO AGREEMENT BETWEEN
REDSPEED ILLINOIS, LLC AND THE
VILLAGE OF LOMBARD FOR AN AUTOMATED
TRAFFIC LAW ENFORCEMENT SYSTEM**

This First Amendment to the Agreement Between RedSpeed Illinois, LLC and the Village of Lombard for an Automated Traffic Law Enforcement System (the "First Amendment") made this ___ day of _____, 2009 (the "Effective Date") by and between REDSPEED ILLINOIS, LLC, an Illinois limited liability company ("RedSpeed") and the Village of Lombard, an Illinois municipal corporation ("the Village");

WITNESSETH:

WHEREAS, RedSpeed and the Village executed and delivered that certain Agreement Between RedSpeed and the Village of Lombard for an Automated Traffic Law Enforcement System (the "Agreement") on June 19, 2008; and

WHEREAS, pursuant to Exhibit A of the Agreement, the Village has requested RedSpeed to perform additional services to upgrade the traffic signals at the Designated Intersections with light emitting diode ("LED") upgrades (the "IDOT Upgrade") required by the Illinois Department of Transportation ("IDOT") for the Designated Intersections that are under the exclusive jurisdiction of IDOT pursuant to IDOT Safety Policy Memorandum of Safety (February 2007) effective March 1, 2007 and revised January 1, 2008; and

WHEREAS, RedSpeed and the Village have agreed to amend the Agreement to designate certain intersections for the installation of the Automated Traffic Law Enforcement System ("Designated Intersections") and to provide for the payment of the additional services required for the IDOT Upgrade.

NOW, THEREFORE, the Agreement is amended as of the date hereof as follows:

1. All capitalized terms used herein shall have the same meaning as is ascribed to them in the Agreement, unless otherwise defined herein.
2. This Amendment may be executed in counterparts and all so executed shall constitute one and the same Amendment. The parties intend to sign and deliver this Amendment by facsimile transmission. Each party agrees that the delivery of the Amendment by facsimile shall have the same force and effect as delivery of original signatures and that each party may use such facsimile signatures as evidence of the execution and delivery of the Amendment by all parties to the same extent that an original signature could be used.
3. Except for the amendments reflected in the hereinafter paragraph 4, RedSpeed and the Village confirm the Agreement as being valid and binding on RedSpeed and the Village subject to the terms of this First Amendment.

4. The Agreement is amended in the following particulars:

(i) Pursuant to the provision, entitled “Designated Intersections”, in Exhibit A of the Agreement, RedSpeed and the Village agree that the initial Designated Intersections which were to be supplementally set forth in an amendment to the Agreement are:

1. North Avenue and Route 53 East
2. North Avenue and Route 53 West
3. Roosevelt (Illinois Route 38) and Finley East

(ii) Notwithstanding anything to the contrary in the fifth paragraph under the heading ‘Construction and Installation’ in Exhibit A of the Agreement, RedSpeed and the Village agree that the additional services for the IDOT Upgrades at the Designated Intersections described in paragraph 4(i) above shall be installed and paid for as follows:

As part of the initial installation of the Automated Traffic Law Enforcement System at the Designated Intersections set forth at paragraph 4(i) above that are under IDOT control, IDOT has required the IDOT Upgrade. RedSpeed shall contract with an IDOT-approved contractor to provide the necessary labor, materials and services to perform the work specifically required by IDOT. Prior to such contract by RedSpeed, it shall submit copies of IDOT’s requirements, all schematic drawings, design documents, and construction documents (“Design Documents”) to the Village for its review and approval, which shall not be unreasonably withheld. The costs and expenses for the IDOT Upgrade shall be paid by RedSpeed and the Village as set forth below. RedSpeed shall provide a copy of each invoice and pay request it receives from any contractor(s) to the Village promptly upon its receipt of same. RedSpeed shall provide the Village with a monthly accounting of all invoices and pay requests from any contractor(s).

Pursuant to the December 4, 2008 Agreement between IDOT and the Village of Lombard, RedSpeed will pay the entire \$2,300.00 Village portion of the IDOT Upgrade costs at Designated Intersection number 3, as set forth in paragraph 4(i) above, without reimbursement from the Village.

The total IDOT Upgrade costs for Designated Intersections numbers 1 and 2, as set forth at paragraph 4(i) above, is in the amount of \$24,222.00. RedSpeed will pay fifty percent (50%) of the Upgrade costs for the Designated Intersections 1 and 2, in the amount of \$12,111.00, without reimbursement by the Village to RedSpeed and RedSpeed shall also pay the Village’s fifty percent (50%) share of those IDOT Upgrade costs in the amount \$12,111.00. The Village shall reimburse RedSpeed for its payment of the Village’s share in the amount of \$1,730.14 per month for the next ensuing seven (7) month period from the collection of Citation payments by RedSpeed for the Village from the date of payment of the said \$12,111.00 by RedSpeed for the Village’s fifty percent (50%) share of the IDOT Upgrade costs.

IN WITNESS WHEREOF, RedSpeed and the Village have executed this Amendment on the date first above written.

REDSPEED:

REDSPEED ILLINOIS, LLC

By: _____
Name: Robert Liberman
Its: Manager

MUNICIPALITY:

VILLAGE OF LOMBARD

By: _____
Name: William J. Mueller
Its: President

ATTEST:

By: _____
Name: Brigitte O'Brien
Its: Village Clerk