

**FIRST AMENDMENT TO
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 First Amendment to the Agreement between RedSpeed Illinois, LLC and the Village of Lombard for an Automated Traffic Law Enforcement System (the "Amendment") made this 2 day of Sept, 2010 (the "Effective Date") by and between RedSpeed Illinois, LLC, an Illinois limited liability company ("RedSpeed"), and the Village of Lombard, an Illinois municipal corporation ("Village");

WITNESSETH:

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

WHEREAS, RedSpeed and the Village executed and delivered that certain First Amendment to the Agreement on February 5, 2009 (the "First Amendment") with regards to designating certain initial Designated Intersections and upgrading the existing traffic signals at those Designated Intersections with light emitting diode ("LED") upgrades (the "IDOT Upgrade"); and

WHEREAS, RedSpeed and the Village have agreed to amend the First Amendment with regards to reimbursement by the Village to RedSpeed for the IDOT Upgrade costs.

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 and the First Amendment, 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 or other electronic transmission. Each party agrees that the delivery of the Amendment by facsimile or other electronic transmission shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or other electronic 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 paragraph 4, RedSpeed and the Village confirm the Agreement and First Amendment as being valid and binding on RedSpeed and the Village subject to the terms of this Amendment.

4. The First Amendment is amended in the following particulars:

In the last paragraph of paragraph 4(ii) at five lines from the end of the paragraph, the following sentence shall be deleted in its entirety: "The Village shall reimburse RedSpeed for its payments 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."

That sentence shall be replaced with the following:


"The Village shall reimburse RedSpeed for RedSpeed's payment of the Village's fifty percent (50%) share of the IDOT Upgrade costs by RedSpeed retaining on a monthly basis any Citation payments in excess of fees until the said \$12,111.00 has been paid in full. The Village's share of the IDOT Upgrade costs shall only be paid by virtue of RedSpeed retaining any excess monthly Citation payments over monthly fees. Notwithstanding any other provision of the Agreement or the First Amendment to the contrary, cost neutrality is assured to the Village with regards to the IDOT Upgrade cost payments due from the Village to RedSpeed. That is to say, the Village shall never have to pay RedSpeed more than the actual cash received from monthly Citation payments less monthly fees irrespective of any deficiency that may be owed from the Village to RedSpeed at any time for the IDOT Upgrade cost payments. Fees for purpose of this section shall mean any fees due pursuant to Exhibit B of the Agreement; any balance owed to RedSpeed shall be carried over without any interest or carrying charge."

Signature page to follow.

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

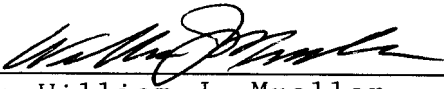
REDSPEED:

REDSPEED ILLINOIS, LLC


By: 
Name: Robert Liberman
Its: Manager

VILLAGE:

VILLAGE OF LOMBARD

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

ATTEST:

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