

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF COPPELL AND  
REDFLEX TRAFFIC SYSTEMS, INC. FOR PHOTO RED LIGHT ENFORCEMENT  
PROGRAM**

This Second Amendment (the "Second Amendment") to the Agreement between the City of Coppel and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program is made by and between the City of Coppel, Texas (the "Customer" and/or the "City"), and Redflex Traffic Systems, Inc. ("Redflex") (individually referred to as a "Party" and together referred to as the "Parties"). The Effective Date of this Second Amendment is \_\_\_\_\_, 2017.

**RECITALS**

- A.** The Parties executed the Agreement between the City of Coppel and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program on December 1, 2006 (the "Original Agreement");
- B.** The Original Agreement was renewed in 2010, 2011, 2012, 2013, and 2016, and amended on August 13, 2013 (the "First Amendment") (collectively, with the Original Agreement, the "Agreement");
- C.** The Term of the Agreement is scheduled to expire on August 8, 2017; and
- D.** The Parties desire to extend the Term of the Agreement and otherwise modify the Agreement as set forth below.

The Parties agree as follows:

**TERMS AND CONDITIONS**

- 1. Term.** The Parties agree to extend the Term of the Agreement for an additional ten (10) years, which will commence on May 1, 2017 and end on April 30, 2027.
- 2. Early Termination for Convenience.** Paragraph 6 of the Original Agreement is hereby amended to allow the Customer to terminate the Agreement for convenience by providing written notice to Redflex not less than ninety (90) days prior to April 30<sup>th</sup> of the year in which the Customer intends to terminate the Agreement for convenience. If the Customer does not provide notice of its intent to terminate the Agreement for convenience as required above, the Customer will not have the option to terminate the Agreement for convenience until the following year. The Customer's ability to terminate the Agreement for convenience does not become effective until after August 8, 2017.
- 3. Notices.** Paragraph 9 of the Original Agreement is hereby amended to change the Notice address for Redflex to the following:

Redflex Traffic Systems, Inc.  
Attn: Legal Department  
5651 W. Talavi Blvd., Suite 200  
Glendale, AZ 85306  
Facsimile: (623) 207-2056  
Email: [legaldepartment@redflex.com](mailto:legaldepartment@redflex.com)

4. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly stated in this Second Amendment, the Terms and Conditions of the Agreement shall remain in full force and effect. To the extent that this Second Amendment conflicts with the terms of the Agreement, this Second Amendment shall control. Any capitalized terms not defined in the Second Amendment shall have the meanings ascribed to them in the Agreement.

**CITY OF COPPELL, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REDFLEX TRAFFIC SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: Michael Finn  
Title: CEO and President