

**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT OF APRIL 17, 2013
FOR VIOLATION PROCESSING SERVICES AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 16th day of October 2013, and modifies the VIOLATION PROCESSING SERVICES AGREEMENT effective April 17, 2013 (the "Agreement"), by and between the Fort Bend Grand Parkway Toll Road Authority, a Texas Local Government Corporation (the "Authority"), and Xerox State & Local Solutions, Inc., a corporation organized under the laws of the State of New York (herein called "Xerox").

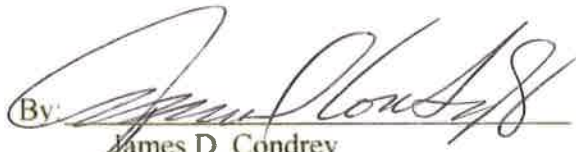
The Agreement is hereby modified as follows:

1. In accordance with Section 1.02 of the Agreement, the Authority and Xerox approve the change order attached hereto, which shall be included in the Agreement as **Exhibit E**.

This Supplemental Agreement does not alter, modify, or otherwise change any part of the Agreement, except as specifically stated in this Supplemental Agreement.

IN WITNESS WHEREOF, this Supplemental Agreement is hereby executed as of the date first set forth above.

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY, a local government Texas
corporation

By: 
James D. Condrey
Chairman, Board of Directors

ATTEST:

By: 
Secretary, Board of Directors

XEROX STATE & LOCAL SOLUTIONS, INC


By: 
Name: Thomas Dorazio
Title: SVP

Exhibit E
CHANGE ORDER

Exhibit E CHANGE ORDER

General Description

Fort Bend County Toll Road Authority is constructing an extension of the Fort Bend Parkway from State Highway 6 to Sienna Parkway, Segment B-1, and includes one tolled location. The additional work to be performed by Xerox State and Local Solutions, Inc. under this scope of services includes the provision of violation processing services for Fort Bend Parkway Segment B-1.

The performance requirements for Segment B-1 shall comply with all the requirements of the Violation Processing Services Agreement. The schedule for implementation of violation processing services for Segment B-1 shall be separate and distinct from the Violation Processing Services Agreement and will be determined at the time a Notice to Proceed is issued. Assumptions and costs for violation processing services for Segment B-1 of the Fort Bend Parkway performed pursuant to this Change Order are:

Assumptions for the Addition of the Sienna Parkway (B1 Plaza)

- 1) The existing FBGPTRA business rules will apply to the B1 Plaza. Including, but not limited to: timing of notice mailing, fees, escalation rules, penalty adjustments.
- 2) The FBGPTRA lane vendor will combine transactions from the B1 Plaza with the other roadways and send Xerox a single file containing violation transaction information and images.
- 3) Financial processing (e.g. deposits) for the B1 Plaza will be combined with the other roadways.
- 4) Deployment (Xerox violation processing) for the B1 Plaza will be concurrent with the other roadways.
- 5) FBGPTRA provided a report that indicated that the Average Weekly Traffic Transaction volumes for the B1 Plaza are expected to be: 2014 = 5,400; 2015 = 7,000; 2016 = 7,500
- 6) All performance standards, service level agreements and any associated liquidated damages will be the same as the base contract.
- 7) Transaction pricing and collection revenue sharing will be consistent with the base contract; inclusive of the annual CPI-based adjustment.

The one-time price to add the B1 Plaza will be: **\$24,982**

Criteria Finished	Percentage	Milestone Amount	Estimated Date
Change Order Executed (NTP)	50%	\$ 12,491	11/01/2013
System Readiness	50%	\$ 12,491	1/31/2014
Total	100%	\$ 24,982	

Xerox estimates that the incremental monthly operational billings for the new B1 Plaza, based upon traffic projections provided by the FBGPTRA will be:

	2014	2015	2016	Total
Fixed Monthly Fee (Incremental transaction volumes)	\$ 6,750	\$ 18,000	\$ 22,500	\$ 47,250
Images Reviewed	\$ 2,802	\$ 3,632	\$ 3,892	\$ 10,326
Toll Violation Notices mailed	\$ 5,517	\$ 7,152	\$ 7,663	\$ 20,332
Total	\$ 17,083	\$ 30,799	\$ 36,071	\$ 77,908