

**SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT OF APRIL 17, 2013
FOR VIOLATION PROCESSING SERVICES AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 18th day of December, 2013, and modifies the VIOLATIONS PROCESSING SERVICES AGREEMENT dated 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 F**.
2. The paragraph in Section 3.01, Term, is replaced with the following paragraph:

"It is understood and agreed that the time for Xerox's performance of the Services under this Agreement shall expire three years from the date of the completion and opening to traffic of the last toll plaza on Segment D of the Grand Parkway. The Authority shall provide Xerox written notice that the Project is operational as soon as reasonably practicable upon Xerox satisfying the operational requirements set forth in the Services in material respects. Should the Authority direct Xerox to go live or otherwise process live violations, the Project shall be deemed to have gone operational as of the date the Authority provided such direction. The Authority has the option to extend the Agreement for up to two one-year terms."

3. The Operations section of Exhibit A, Scope of Work, is revised to add the following paragraph:

"Financial Support. Xerox shall provide financial and accounting functions for the VPC. The primary function of this financial support will be to manage and monitor the remittance of funds and wire transfers on behalf of Fort Bend County associated with the VPC. These services will also encompass managing the general financial reconciliation and accounting functions related to the processing of transactions through clear commerce."

4. The first sentence of the FIXED FEES section of Exhibit B, Compensation, is replaced with the following paragraph:

"Monthly Fixed Fee for Violations Processing \$125,557.53. This fee includes a monthly Operational Payment of \$4,312.03 for additional financial support services. This monthly Operational Payment may be subject to incremental adjustments based on

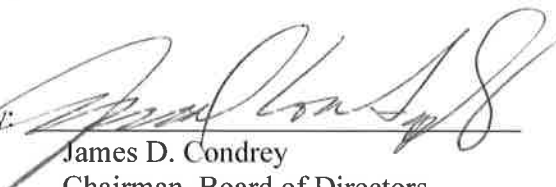
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potential future change orders, contract amendments, or base contract threshold increases in violation volumes.”

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

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Exhibit F
CHANGE ORDER

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The following changes are incorporated into the Agreement:

1. Performance Objective Based on Revised Go-Live Date

The negotiated contract schedule Go-Live date is revised to March 3, 2014.

In Exhibit D of the Agreement, "Performance Objective #1, Implementation - Initiation of the Violation Processing Center in accordance with negotiated contract" shall be based on the revised Go-Live date of March 3, 2014.