

**SECOND AMENDMENT TO EXCLUSIVE AGREEMENT BETWEEN THE CITY OF  
HAWTHORNE, IN THE COUNTY OF LOS ANGELES, CA AND REDFLEX TRAFFIC  
SYSTEMS, INC. FOR PHOTO RED LIGHT ENFORCEMENT PROGRAM**

This Second Amendment (the "Second Amendment") to Agreement between the City of Hawthorne, CA and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program is made by and between the City of Hawthorne, CA (the "Customer" 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 December 15, 2020.

**RECITALS**

WHEREAS, the Parties executed the Exclusive Agreement between the City of Hawthorne, CA and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program on April 19, 2009 (the "Original Agreement");

WHEREAS, the Agreement was amended on March 3, 2012 to make changes and improvements to Sections 2, 3.3.10, 6.1, 6.2, 6.3 and Exhibits "A" and "D" (the "First Amendment") (collectively, with the Original Agreement, the "Agreement");

WHEREAS, Except as otherwise specifically amended herein in this Second Amendment, all other terms and conditions contained in the Agreement shall remain in full force and effect;

WHEREAS, the Parties now desire to extend the Term and update the Notice address of the Agreement; and

NOW THEREFORE, the Parties hereby amend the Agreement as follows:

**TERMS AND CONDITIONS**

A. **Term.** Section 2, "Term," of the Agreement is hereby replaced in its entirety with the following language:

2. TERM. The term of this Agreement shall commence as of the Effective date of this Second Amendment and shall continue until June 30, 2024. The Customer shall have the right, but not the obligation, to extend the term of this Agreement for up to one (1) additional four (4) year period following the expiration of the Initial Term ("Renewal Term" and collectively with the Initial Term, the "Term"). The Customer may exercise its right to extend the term of this Agreement for a Renewal Term by providing written notice to Redflex not less than thirty (30) days prior to the last day of the Initial Term. In the absence of such notice to extend the Term of this Agreement, the Term shall be automatically extended from month to month until either (1) the City or Redflex terminate this Agreement upon thirty (30) days written notice or (2) the Parties enter into a new agreement.

B. **Notices.** Section 9.1 of the Agreement is hereby amended to change the Notice address for Redflex to the following:

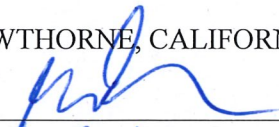
Redflex Traffic Systems, Inc.  
Attn: Legal Department  
5651 W. Talavi Blvd., Suite 200  
Glendale, AZ 85306

Facsimile: (623) 207-2056  
Email: [legaldepartment@redflex.com](mailto:legaldepartment@redflex.com)


- C. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended 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 this Second Amendment shall have the meanings ascribed to them in the Agreement.

Approved as to form, content and legality:

CITY OF HAWTHORNE, CALIFORNIA

By:   
Name: Erick B. Lee  
Title: City Manager

REDFLEX TRAFFIC SYSTEMS, INC.

By:   
Name: Mark Falbot  
Title: President