



Rhode Island Turnpike and Bridge Authority

One East Shore Road

Jamestown, RI 02835

Request for Proposals for
Public Private Partnership Agreement
ORT Deployment and Operations

RFP Issue Date:

November 2, 2011

Mandatory Pre-Bid Meeting

1:00 p.m. (EST) November 8, 2011

Questions Due Date:

5:00 p.m. (EST) November 10, 2011

Proposal Due Date:

1:00 p.m. (EST), December 1, 2011

1 INTRODUCTION AND PURPOSE

This Request for Proposal (RFP) is being issued by the Rhode Island Turnpike and Bridge Authority (“RITBA” or the “Authority”) to seek interested parties in establishing a “Public-Private Partnership” (P3) to implement Open Road Tolling (ORT) at the existing Newport Pell Bridge.

It is the RITBA’s goal to acquire an ORT lane system under a P3 agreement in exchange for the assessment of violation fees. It is envisioned that under the P3 agreement, the final design (RITBA to provide 30% design drawings), build, and operation of the ORT system would be funded, provided and operated by the Proposer. It will also be a requirement to guarantee payment to the Authority the cash toll rate for each vehicle traversing the ORT lane. In exchange RITBA would allow the Proposer to retain all administrative fees recovered from processing toll violations that occur in the ORT lanes. All tolls collected electronically via E-ZPass by the violation enforcement program would belong to the Authority.

The intent of this RFP is to seek and evaluate proposals from the tolling and P3 industry for such an agreement. Parties responding to this RFP may be invited to make a formal presentation to the Authority as part of the evaluation process. The Authority recognizes that not all parties provide all products and services. Therefore, interested parties are encouraged to form teams to provide the best solution to the RITBA.

2 RITBA BACKGROUND AND DESCRIPTION

The Rhode Island Turnpike and Bridge Authority is a body corporate and politic in the State of Rhode Island with the power to construct, acquire, maintain, and operate bridge projects as defined by law. The Authority operates and maintains two suspension bridges, the Newport Pell Bridge which connects Newport to Jamestown, and the Mount Hope Bridge which connects Bristol to Portsmouth in Rhode Island.

Currently only the Newport Pell Bridge is tolled and these revenues are used to operate and maintain both bridges. Tolls are collected in both directions at a single plaza on the Jamestown side of the bridge.

In 2008, the Authority joined the **E-ZPass** Interagency Group (“IAG”) as a Full Member. The Authority then implemented a new Cash and **E-ZPass** Toll Collection System (TCS) on the Pell Bridge in December 2008. This new Cash/**E-ZPass** TCS was provided by Telvent who is also currently providing TCS maintenance support. The RITBA operates a mixture of dedicated **E-ZPass** lanes and mixed-mode Cash/ **E-ZPass** lanes. Currently, all of the Authority’s toll lanes are gated and there is no video-based violation enforcement capability.

Provided as Figure 1 is a schematic of the current toll plaza facility.

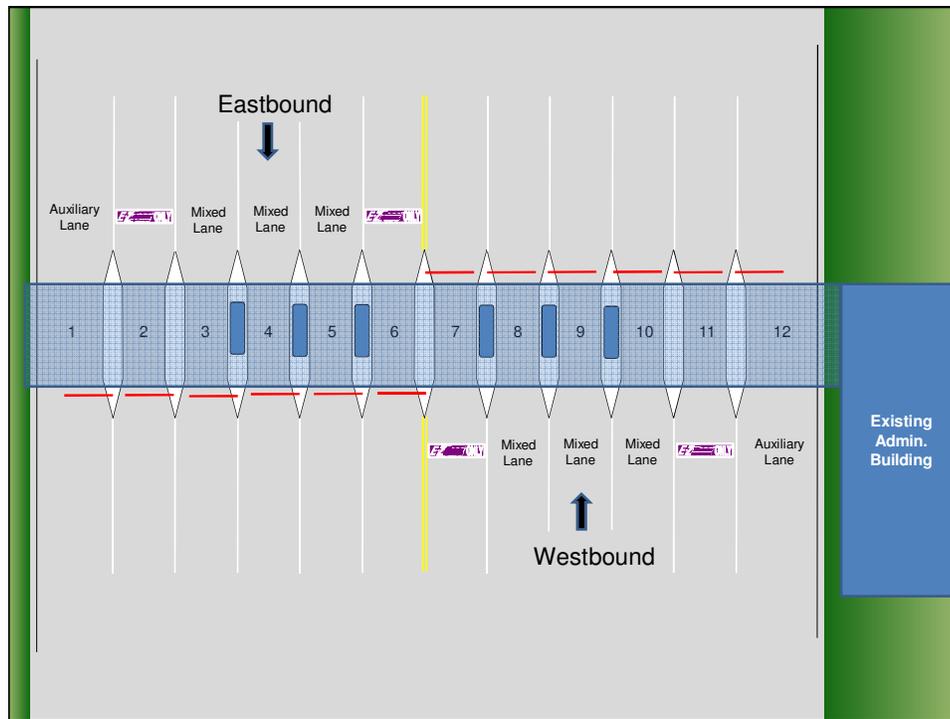


Figure 1 – Existing Pell Bridge Toll Plaza Configuration

The Authority currently outsources several aspects of their **E-ZPass** back office operations to ACS (Xerox). ACS currently provides a remote **E-ZPass** Account Management System (“AMS”) located in Newark, NJ and supports a Satellite CSC/Walk-In Center located at the Pell Bridge which is fully staffed and operated by both temporary and full time RITBA employees. The ACS data operations center located in Tarrytown, NY supports both the AMS and Satellite CSC. Additionally back office software development/maintenance is performed by ACS technical staff in Germantown, MD.

3 GENERAL SCOPE AND CONCEPT

The overall scope of the agreement is envisioned to be accomplished in two (2) stages. The first stage will be the development and build of the ORT System. The second stage will be the operation and maintenance of the ORT system, including violation enforcement.

Under Stage One it is expected that the following activities would take place:

- Finalize civil and structural design for plaza and lane modifications;
- Design and develop ORT tolling subsystem;
- Construct plaza and lane modifications;
- Install, integrate, test and deploy the ORT subsystem; and
- Fund the capital and operating cost requirements out of the fee revenues generated from the toll system violations.

Under the Design and Construction efforts the Proposer will be responsible for finalizing the design of the civil and structural components. Initial design efforts will be completed by others and provided to the Proposer after selection. Under stage two it is expected that the efforts would cover operations and maintenance of the ORT system, and enforce toll violations by capturing vehicle license plates for violation transactions which occur within the ORT lanes. Valid E-ZPass transactions would continue to be processed through the ACS back office.

It is expected that the term of this Agreement would be between five (5) and ten (10) years. The Proposer shall represent in their proposal the extent of the Agreement Term desired.

3.1 ORT Concept

The following concept is intended to provide proposers with an expectation of the desired ORT system and plaza enhancements to fully support ORT operations at the Pell Bridge Plaza. It is expected and urged that proposers use the concept as a baseline for determining efforts required but also to allow flexibility in proposed delivery approach and operations.

The current mixed use E-ZPass system is installed in lanes 2 through 11. Lanes 1 and 2 are currently used for over dimension and permit vehicles. There is no lane intelligence in these lanes. The center-most lanes are used as dedicated E-ZPass lanes. All existing lanes are gated and speed limits are posted at 15 mph. All lanes communicate directly with a TCS Host computer. The TCS Host is responsible for managing all transaction data including both cash and E-ZPass. The TCS Host also interfaces with the ACS account management system (back office) where E-ZPass transactions are transmitted from the TCS Host to the back office. Additionally tag status files are transmitted from the back office to the TCS Host for subsequent propagation to the lanes.

Under the new concept it is the desire of RITBA to modify the existing plaza (lanes, islands and canopy) to accommodate ORT in the middle of the plaza. The ORT lanes will simply consist of one (1) lane in direction to accommodate higher speed travel unimpeded by gates and enforced via video image capture. Figure 2 represents a conceptual diagram of the reconfigured plaza.

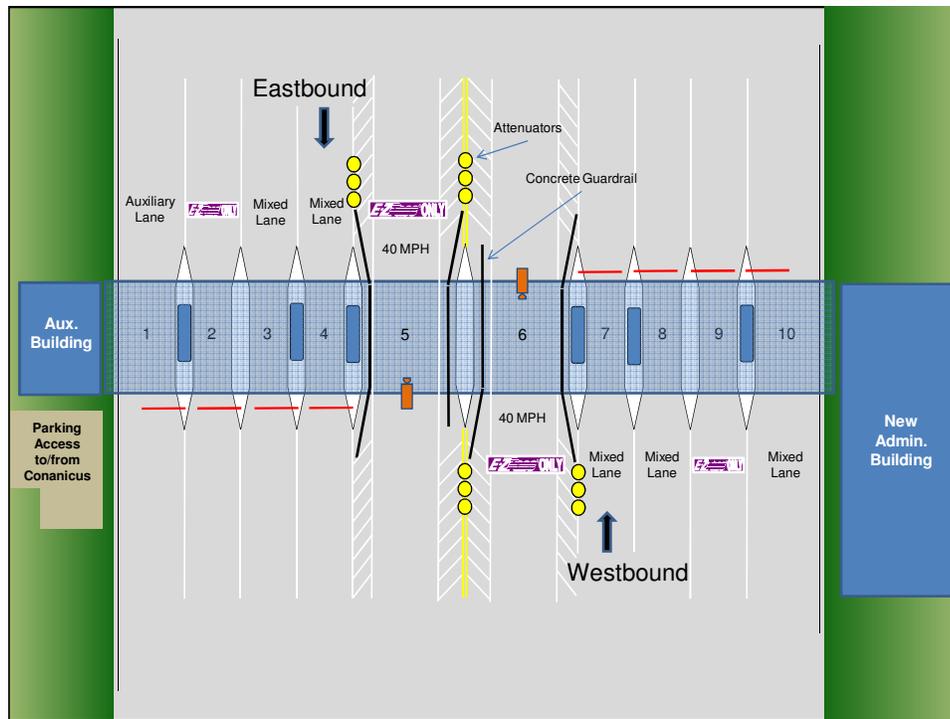


Figure 2 – Conceptual Single Lane ORT Configuration

In comparison to the current lane configuration, several inside islands would be required to be removed. Toll booths will need to be relocated or replaced on islands for lanes 1 and 12. These lanes will now become fully functional mixed mode lanes. The Proposer will be responsible for furnishing and installing all toll collection equipment as well as a video-based violation enforcement system in the ORT lanes. It is expected that the current mixed mode equipment in lanes 5 and 8 would be re-used in lanes 1 and 12 and would continue to operate as lanes under the current toll collections system.

Ideally it would also be preferred that the new ORT subsystem be integrated with the current toll system and represented as one complete system. This however shall be left to the Proposer's discretion and proposed solution. In any event, the new ORT system will be required to provide transaction data to the existing toll system for reporting purposes.

The Proposer will have the option to interface with the RITBA Back Office Contractor (currently ACS/Xerox) to process toll violations using the vehicle license plates captured by the ORT violations enforcement system.

In addition to the plaza retrofit a new utility/staff building will also need to be provided on the eastbound side of the plaza. This building will be required to provide collection staff with restroom and break room type facilities as crossing the lanes back the main administration building will be operationally prohibited due to the higher speed ORT Lanes. The removal of existing islands, relocation of toll booths and equipment, construction of the new utility building, and implementation of ORT would be the responsibility of the Proposer.

3.2 Violation Processing Policy

RITBA has proposed a policy to enforce toll violations which allows for a single violation fee to be charged for each violation transaction in addition to the cash toll rate. Currently the proposed administrative fee is \$6.00 for each violation. The Authority is considering a two-tiered process for violation noticing. Upon the first violation, a notice will be sent requesting the toll and fee to be paid within 30 days. If after the 30 days, the notice has not been paid or disputed a second notice will be issued. Failure to respond to both notices will then result in the violation notice being forwarded to the Rhode Island Traffic Tribunal (RITT) for issuance of a traffic citation with the option of paying a larger fine or appearing in court. Provided in the figures below are representations of the currently planned violation processes.

Lane to Host Violation Process

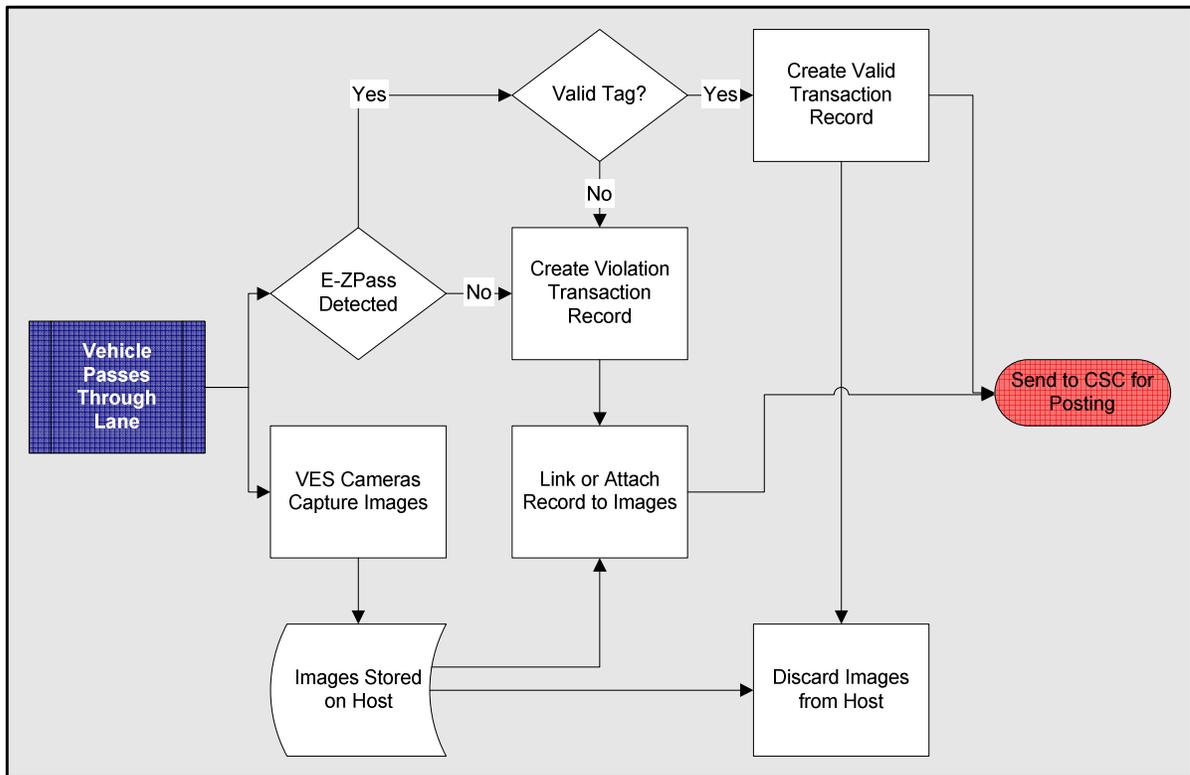
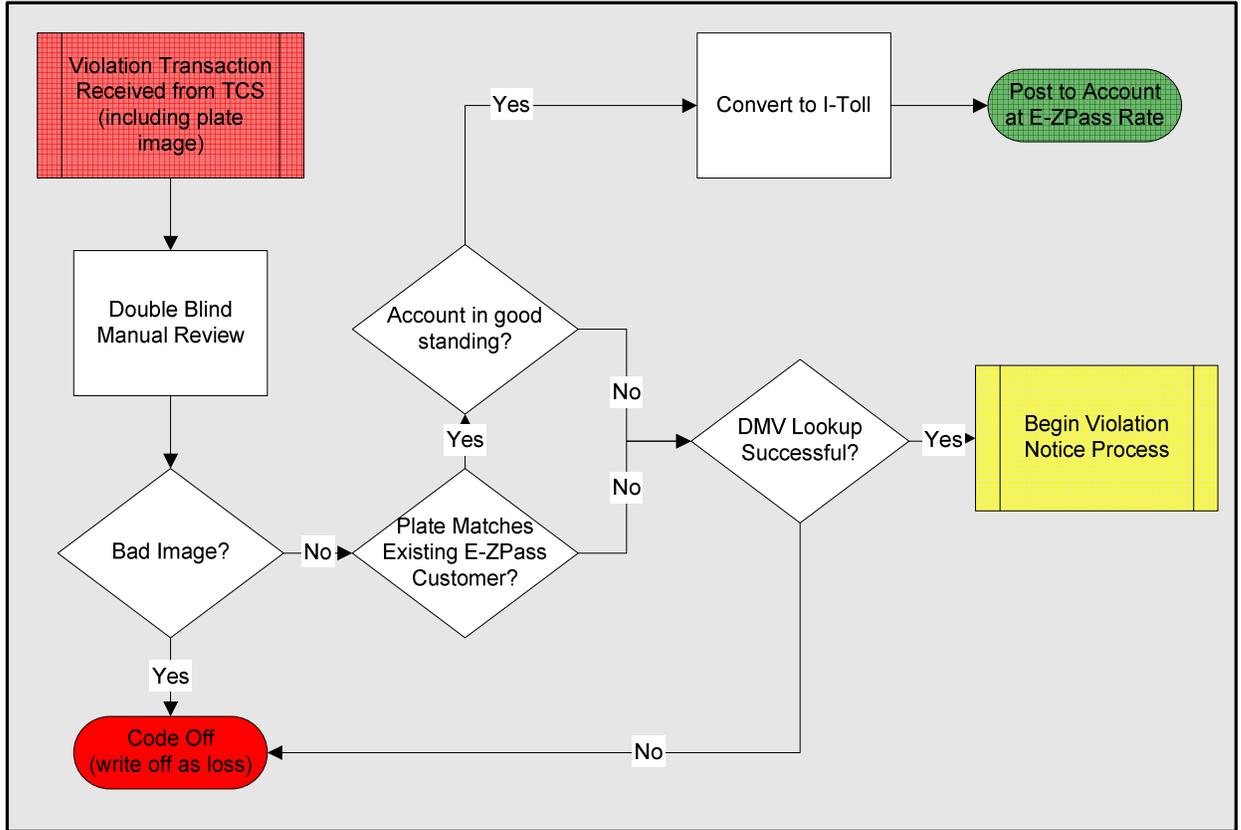
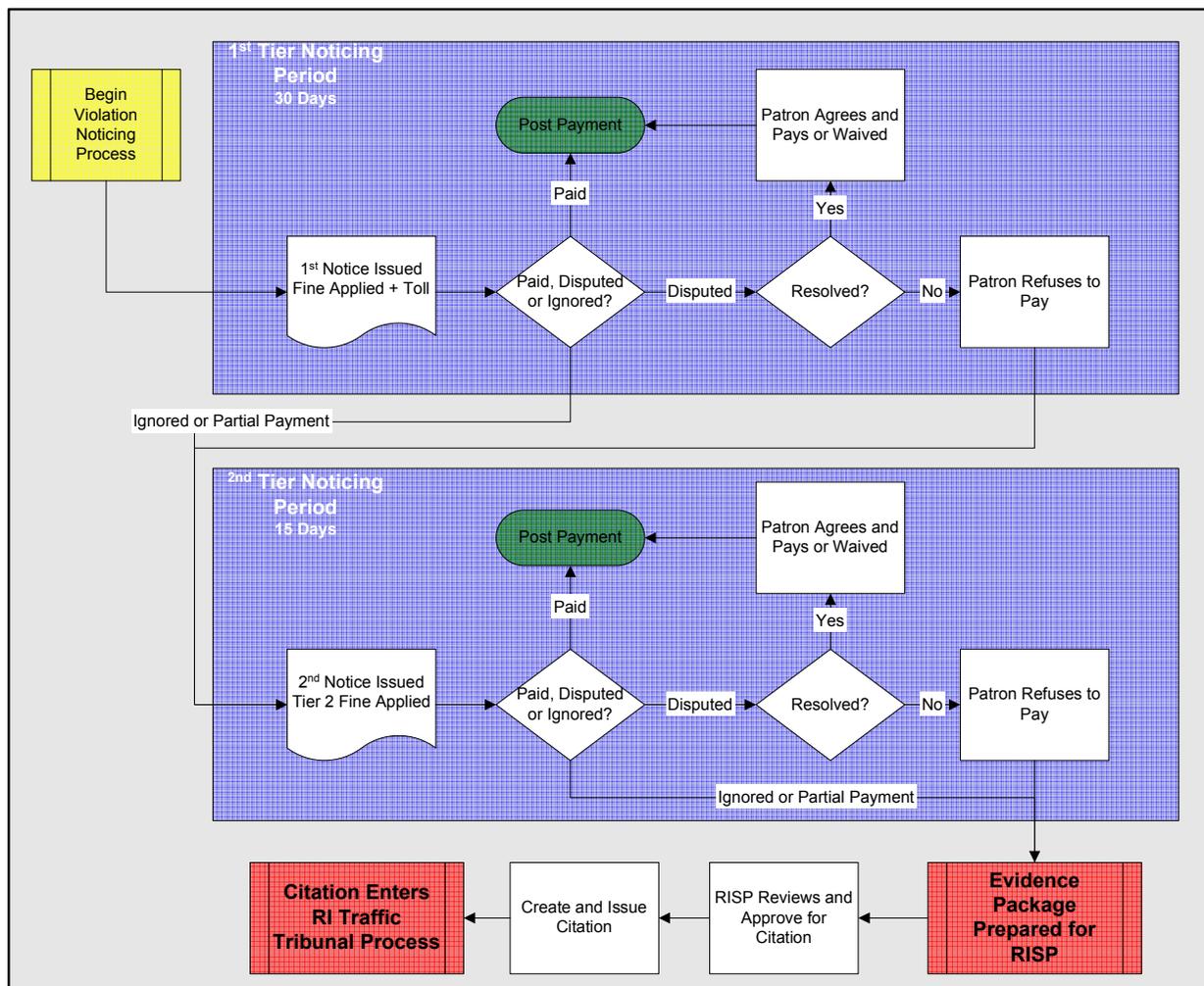


Image Review Process



Violation Noticing Process



It should be noted that the above processes are only representative of the current plans. Proposers are urged to suggest alternative approaches that may introduce cost savings and or operational improvements.

The Proposer will only receive the administrative fee(s), all toll revenues recovered through violations processing will go to the Authority and all additional fees collected by the court will go to the State of Rhode Island.

3.3 Newport Pell Bridge Traffic Statistics

For the 2011 fiscal year the Pell Bridge experienced a total of 9.96 million transactions. Of these 82% were E-ZPass transactions. Of the E-ZPass transactions, 89% were home agency transponders.

The forecasted annual growth at the Pell Bridge is estimated at 0.5% over the next ten (10) years.

4 SCHEDULE OF EVENTS

The following is the anticipated schedule for RFP submission:

Table 1: Schedule of Procurement Events

EVENT	DATE
RFP Issued	11/2/11
Pre-Bid Meeting	11/8/11, 1:00pm EST
Questions Due	11/10/11, 5:00pm EST
Proposals Due	12/1/11, 1:00pm EST
Vendor Presentations and Interviews	12/13/11

A Mandatory Pre-Bid Meeting will be held on November 8, 2011 at 1:00 pm at the Jamestown Police Station located at:

250 Conanicus Avenue
Jamestown, RI 02835-1523

Or by Teleconference at:
1-866-365-4406
ID# 0826116

The purpose of the meeting is to:

1. Request clarification of any section of the RFP.
2. Request changes to the RFP for requirements considered that may be perceived as restrictive as to prohibit or discourage responses.
3. Offer suggestions or changes to the RFP that could improve the RFP competition.

Questions shall be submitted no later than the date and time above to:

Buddy Croft
Executive Director
Buddy@ritba.org

And

Jay Johns
Project Manager, Jacobs Engineering
James.johns@jacobs.com

5 RESPONSES

As mentioned the intent of this RFP is to provide the RITBA with an understanding of the respondents proposed partnership agreement including information on the type of P3 contract arrangements desired. Therefore there are no restrictions or limitations on the format of the responses. Clarity and brevity should however be consideration in development of the response. The RITBA encourages each respondent to the RFP to ask questions, seek clarification and provide input into what is necessary to construct a successful P3 arrangement from their point-of-view.

Responses should address the following key aspects:

- Project Funding and Repayment Options
- Financing Options
- Contract Term Options
- Critical Contract Terms & Conditions
- Potential Changes/Additions to Policies and Business Rules
- Risk Factors and Mitigation Options
- Other suggestions on how best to achieve the Authority's goals.

5.1 PRICING

The Authority is requesting two main components for the pricing of this proposal. The Authority is requesting funding from the Proposer of \$4,500,000 towards the final design and construction of the facility.

In addition to the capital cost contribution, the proposer is expected to operate the violations processing activities. The Proposer shall determine a proposed fee for each of the three violation tiers described in Section 3.2. The proposer may propose different values for each tier and may also propose a sliding fee schedule based on the total number of annual violations. However, once set the fee may change only once annually. The fees are the sole source of revenue to the proposer for this project.

Alternatively, the Proposer may provide the \$4,500,000 of funding and provide the operations of the violation enforcement system as part of their proposal. The final design and construction of the system would be negotiated.

A cost proposal is included as Attachment A.

Note: This Project is subject to the provisions of the Rhode Island Prevailing Wage Law R.I.G.L. #7-13-1.

5.2 EVALUATION of PROPOSALS

Proposals will be evaluated based on the following main criteria;

Scoring Category	Maximum Points
Understanding of the Project Goals and Approach	20
Processing Operational Policies and business Rules	20
Interview	10
Price	50
Value-Added Functionality	Up to 50
Maximum Total Points	Up to 150

Value-Added Functionality: The Proposer is encouraged to describe any element beyond the basic RFP requirements that could be provided to the Authority. Recommended variations to the technical RFP requirements that will result in cost savings to RITBA will also be considered as value-added functionality. Any Value-Added element proposed by the Proposer shall be clearly identified in their proposal.

5.3 CONTRACT NEGOTIATION

If a Respondent is accepted by the RITBA, negotiations will begin to reach a final agreement on all Deliverables, performance parameters, payment terms, and technical requirements for the ORT system.

Five (5) hard copies and one electronic copy shall be submitted to the follow address:

Buddy Croft
Executive Director
One East Shore Road
P.O. Box 437
Jamestown, RI 02835-0437



**Rhode Island Turnpike and Bridge Authority
One East Shore Road
Jamestown, RI 02835**

**Request for Proposals for
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**Amendment #1
November 9, 2011**

Amendment #1 shall consist of the following Items:

1. 11-8-11 Pre-Bid Presentation (attached)
2. 11-8-11 Pre-Bid Sign In Sheet (attached)
3. Proposal Format Requirements
4. Revised Schedule of Events
5. Clarification to RIVIP Bidder Certification Cover Form

Item 3 – Proposal Format Requirements

The following proposal format requirements shall be followed. These requirements are intended to provide additional clarification to the RFP. In the event of any inconsistency these requirements shall take precedence.

- Five (5) total printed copies shall be provide:
 - One (1) Original with signature(s)
 - Four (4) Copies
- Two (2) electronic copies in PDF.
- Page Limit of twenty five (25) pages excluding, cover sheets, fly sheets, resumes, project schedule and forms.
- Page size of 8 ½ X 11, single sided, minimum 12pt font, margin limits of ½ inch excluding header and footer. 11 X 17 fold outs are permitted for graphics and project schedules.

Item 4 – Revised Schedule of Events

The following table shall replace Table 1 of the RFP in its entirety:

Table 1: Schedule of Procurement Events

EVENT	DATE
RFP Issued	11/2/11
Pre-Bid Meeting	11/8/11, 1:00pm EST
Questions Due	11/14/11, 5:00pm EST
Response to Questions	11/18/11
Proposals Due	12/1/11, 1:00pm EST
Vendor Presentations and Interviews	12/13/11

Item 5 - Clarification to RIVIP Bidder Certification Cover Form

The Bidder Certification Cover Form referenced on the RIVIP website is not a required submittal for this procurement.



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One East Shore Road
Jamestown, RI 02835

Request for Proposals for
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Amendment #2
November 18, 2011

Amendment #2 shall consist of the following Items:

1. Response to Questions (Attached)
2. September, 2011 Updated Traffic and Revenue Forecast (Attached)

MASTER
SERVICER AGREEMENT

This MASTER SERVICER AGREEMENT (the "Agreement"), dated as of August 6, 2012, is entered into by and between the RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY ("RITBA") and LAW ENFORCEMENT SYSTEMS, LLC ("LES"), a New York limited liability company which is wholly-owned by Duncan Solutions, Inc. and its successors and assigns ("Duncan"). RITBA and LES are sometimes collectively referred to herein as the "Parties," and each individually as a "Party."

WITNESSETH:

WHEREAS, RITBA is the owner of rights to payment of monetary obligations composed of tolls, fines and other fees and expenses assessed by RITBA, including the violator fees set forth in Exhibit A hereto ("Assigned Receivables") upon persons found to have violated certain traffic and ordinances ("Obligors" and each an "Obligor");

WHEREAS, RITBA is authorized pursuant to Chapter 24-12 of the Rhode Island General Laws to construct, acquire, maintain, improve and operate various turnpikes, bridges and other roadways, among other things;

WHEREAS, RITBA desires to engage LES to perform, on RITBA's behalf, professional services, including the management and collection services described in this Agreement with respect to the Assigned Receivables (the "Services");

WHEREAS, the Parties acknowledge that on mutual agreement, they may add additional Services in the future through amendments to this Agreement or otherwise and, therefore, this Agreement shall serve as a Master Servicer Agreement; and

WHEREAS, LES is in the business of providing management and collection services and desires to provide the Services for RITBA on the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, RITBA and LES agree as follows:

1. Services. RITBA hereby engages LES to provide, and LES hereby agrees to provide on RITBA's behalf, the Services with respect to Assigned Receivables, including but not limited to those services listed on attached Exhibit B. Without limiting the generality of the foregoing, LES shall perform such other duties and responsibilities as RITBA shall reasonably determine is necessary to carry out the intent and purposes of the Agreement. If these duties and responsibilities are not set forth in Exhibit B, the parties shall negotiate in good faith compensation for these services. LES shall be engaged during the Term as such term is defined in Paragraph 8 herein; provided, however, RITBA may terminate LES's engagement in accordance with the provisions of this Agreement. The Assigned Receivables shall be assigned to Duncan for a minimum period of thirty-six (36) months from the date of assignment. All recitals and exhibits are incorporated by reference into this Agreement.

2. Compensation. For providing the Services on behalf of RITBA, RITBA shall pay LES in accordance with the compensation schedule set forth in Exhibit C attached hereto and incorporated herein by reference (the "Fee").

3. Compliance and Staffing. LES represents, warrants and agrees as follows:

(a) LES, its officers, directors, employees, independent contractors and/or agents shall provide the Services in a manner that complies with all applicable licensing requirements and all applicable federal, state and/or local laws, regulations rules and/or ordinances, including without limitation, if applicable, the federal Fair Debt Collection Practices Act, Fair Credit Reporting Act, and those federal, state and local laws, regulations, rules and/or ordinances relating to debt collection services being performed by collection agencies;

(b) LES and its officers, directors, employees, independent contractors and agents shall comply with all debt collection policies and procedures periodically adopted by RITBA and as communicated to LES;

(c) LES shall employ, dedicate and assign a sufficient number of qualified and trained employees to provide the Services as required herein; and

(d) LES agrees that it will, at all times while providing the Services, cause its officers, directors, employees, independent contractors and agents to (i) act in a professional manner and abide by such ethical and other standards as may be promulgated from time to time by the Association of Credit and Collection Professionals and the International Association of Commercial Collectors, Inc. and (ii) refrain from seeking to collect the Assigned Receivables by use of prohibited means or in non-compliance with subsections (a) and (b) of this Section 3.

4. Indemnification and Other Liability.

(a) LES Indemnity. Subject to Section 4(d) below, LES and its parent, Duncan, and their respective successors and assigns (collectively, the "LES Parties") shall indemnify, defend and hold RITBA, its employees, directors, officers, agent, attorneys, successors and assigns (the "RITBA Parties") harmless from and against all debts, demands, costs, liabilities, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and expenses) to the extent caused by or that result from or are related in any way to the acts or omissions of the LES parties and their respective officers, directors, attorneys, employees, agents and independent contractors (collectively, the "LES Group"); provided, however, the indemnity obligations of the LES Parties hereunder shall be limited to a cumulative amount of \$4 million (the "Indemnity Limit"), and, provided further, the LES Parties shall not be liable hereunder to the extent such suit, counterclaim or claim results from the gross negligence or willful misconduct of any of the RITBA Parties. The LES Parties shall defend at its sole cost and expense and shall hold the RITBA Parties harmless from and against any and all damages, liabilities, penalties and/or settlements resulting from any suit, counterclaim or claim asserted by any third party related to the performance of Services hereunder by the LES Parties and their respective officers, directors, employees, agents or independent contractors or resulting from a breach of any representation or warranty made by LES in this Agreement or a failure by the LES

Group to perform a duty and/or obligation included in this Agreement, subject to the Indemnity Limit.

(b) RITBA Indemnity. Subject to Section 4(d) below, RITBA and its successors and assigns (collectively, the "RITBA Parties"), shall indemnify, defend and hold the LES Parties harmless from and against all debts, demands, costs, liabilities, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and expenses) to the extent caused by or that result from or are related in any way to the acts or omissions of RITBA. The RITBA Parties shall defend at its sole cost and expense and shall hold the LES Parties harmless from and against any and all damages, liabilities, penalties and/or settlements resulting from any suit, counterclaim or claim asserted by any third party resulting from a breach of any representation or warranty made by RITBA in this Agreement or a failure by RITBA to perform a duty and/or obligation included in this Agreement; provided, however, the RITBA parties shall not be liable hereunder to the extent that such suit, counterclaim or claim results from the gross negligence or willful misconduct of any LES Parties.

(c) Indemnity Procedures. If a Party intends to seek indemnification pursuant to this Section 4, such Party shall give prompt written notice to the other party of the claim, demand, assessment, action, suit or proceeding (collectively, "Claim") to which the indemnity applies. Such notice shall provide, in reasonable detail, any information that the notifying Party may have with respect to the Claim (including, without limitation, copies of any summons, complaints or other pleadings which may have been served on the notifying party, or its agents and any written claim, demand, invoice, billing or other document evidencing the same). Failure to give prompt notice of a matter which may give rise to indemnification hereunder shall not affect the rights of a Party to seek indemnification hereunder from the other Party so long as such failure to notify does not adversely affect in any material respect the other Party's ability to defend the matter for which indemnification is sought. The indemnifying Party shall have the right to control the defense of the matter for which indemnification is sought under this Agreement, provided that the indemnifying Party must conduct the defense actively and diligently thereafter in order to preserve its rights in this regard; and provided further, however, that the indemnifying Party shall seek consent of the indemnified Party for any settlement (which consent shall not be unreasonably withheld or delayed) unless the judgment or proposed settlement involves only the payment of money damages, resolves the claim entirely, and does not impose an injunction or other equitable relief upon the indemnified Party. The Party seeking indemnification shall have the right, at its own expense, to have its own counsel participate in the defense.

(d) Limitation of Liability. EXCEPT IN CONNECTION WITH CLAIMS RELATING TO BREACH OF CONFIDENTIALITY OBLIGATIONS, MISUSE OF INTELLECTUAL PROPERTY, AND/OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PARTY BE LIABLE UNDER THIS AGREEMENT FOR THE OTHER PARTY'S OWN LOST PROFITS OR OTHER MONIES, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES. The phrase "Party's own" is meant to distinguish a Party's own damages from a third party's damages.

(e) The provisions of this Section 4 shall survive the expiration or termination of this Agreement.

5. Insurance. LES shall obtain and keep in force during the term of this Agreement insurance policies with not less than the following coverage:

(a) General Liability -- \$1,000,000 per occurrence; \$2,000,000 general aggregate. The commercial general liability policy shall name RITBA as an additional insured party and loss payee.

(b) Worker's Compensation -- as required by law.

(c) Errors and Omissions Coverage -- \$2,000,000 per claim.

(d) Fidelity Bond Insurance -- LES shall provide fidelity bond insurance, which will insure LES against employee dishonesty, and shall insure, at a minimum, against losses, including as a result of theft, embezzlement, fraud and other similar dishonest acts by employees of LES acting alone or in collusion with others in the amount of \$1,000,000 per loss while the Assigned Receivables and funds related thereto are in LES's care, custody or control. RITBA shall be listed as a joint loss payee, as its interest may appear, on LES's fidelity bond insurance policy. If a claim were to be made, the insurance company would make the applicable payout to each party suffering a financial loss arising from or relating to any such LES employee's dishonest act subject to the \$1,000,000 per loss limit. If it has been determined that RITBA has an uncompensated loss as a result of a LES employee's dishonest acts, LES shall be responsible to make RITBA whole on the applicable financial loss resulting from such dishonest act whether or not LES is reimbursed through insurance.

No insurance provided for under this Section 5 shall diminish or relieve the LES Parties of their respective duties and obligations as set forth in this Agreement, including their obligations to indemnify RITBA under Section 4 of this Agreement.

The insurance policies shall insure LES from and against, among other things, claims of negligent errors and omissions by LES and its officers, directors, independent contractors and/or employees. LES shall furnish to RITBA standard ACORD form certificates of insurance, and forward renewal certificates, expiration and/or termination notices within ten (10) days after LES's receipt of any such notice related to its insurance policies.

6. Periodic Review of Records. At any time during the term of this Agreement, with at least five (5) days' prior written notice to LES, RITBA and/or their designated accountants or representatives shall be entitled and authorized to examine, and LES shall provide reasonable assistance to them and/or any designated accountant or representative in examining LES' records related to Assigned Receivables. LES shall make available any records related to Assigned Receivables requested by RITBA and/or their designated accountants or representatives within five (5) days of such request.

7. Effective Date and Term. This Agreement shall be effective as of the date first shown above and shall continue for seven (7) years from the "Implementation Period", unless otherwise terminated in accordance with this Agreement (the "Term"). The "Implementation Period" shall mean the period immediately following completion of the Sakonnet Toll Bridge ("Bridge") until such time as motorists who have failed to pay tolls ("Violators") are provided on a regular basis the "Third Notice" of violation. LES shall provide notice to RITBA as to when

the Implementation Period is concluded, subject to the consent of RITBA, which will not be unreasonably withheld. In the event there is a suspension of tolling operations for any reason on either of the Bridges, or a disruption of the flow of information to LES with respect to tolls, fees or collections, in any case for a period of one week or more (collectively, a "Suspension"), then the Term of the Agreement will automatically be extended for an amount of time equal to the period of such Suspension. LES shall provide RITBA written notice of the extension of this Agreement. This provision shall apply only after the end of the Implementation Period.

8. Termination.

(a) Recovery Rate. This Agreement shall be subject to termination in accordance with this Section 8 in the event if LES fails to maintain an overall portfolio recovery rate of 50% (the "Recovery Rate") by more than a 5% variance, over a quarterly period during the Measurement Period. The Measurement Period will begin upon the expiration of twelve (12) months from the commencement of the Services following the end of the Implementation Period, and therefore the first quarterly period reviewed will be the first day of the third month following the beginning of the Measurement Period. The Recovery Rate will be calculated as total toll violation and fee dollars paid, divided by total toll violations and fee dollars originally assigned to LES. Thus, any fees added to a violation after the collections process begins (16 days after First Notice of Violation) will be excluded from the Recovery Rate assigned fee dollars calculation. The Recovery Rate will be measured from a point in time at least twelve (12) months old (*i.e.*, calculated on a twelve month lookback) and performed on a quarterly basis in the event that any of Maine, New Hampshire, Vermont, New York, Massachusetts, Rhode Island, Connecticut, Pennsylvania, New Jersey) Motor Vehicle Agencies restrict access to LES's ability to obtain Registered Owner Data at any time, the 50% Recovery Rate measurement will not apply, and a new Recovery Rate benchmark will be established by RITBA. RITBA shall provide written notice to LES of its failure to meet the Recovery Rate, and LES and RITBA agree that they will then negotiate a new or amended agreement for ongoing services to be performed by LES, which may include new financial terms for the Fee to be paid to LES. If LES and RITBA cannot reach agreement as to terms of a new or amended Agreement within thirty (30) days of such written notice, RITBA may, in its sole option, terminate this Agreement upon an additional thirty (30) days written notice to LES. RITBA shall provide, or require its contractors to provide applicable electronic toll data to LES at no cost to LES. The calculation of Recovery Rate, and the right to terminate under this section 8(a) shall be suspended if such data is not made available to LES.

(b) Obligations on Termination. Upon any termination under this Agreement:

(i) RITBA shall compensate LES in accordance with this Agreement for any and all Services performed on its behalf prior to the effective date of termination, as well as for all collection fees earned on payments received for sixty (60) days after the termination date, and

(ii) LES shall take all such actions as are reasonably necessary or reasonably requested by RITBA to ensure a prompt and orderly transition of responsibilities to the successor to LES as provider of Services. All representations, warranties and

indemnification provisions contained herein shall survive the termination of this Agreement, as well as other provisions set forth below.

(c) Termination by RITBA for Cause. Notwithstanding Section 8(a) above, this Agreement may be terminated by RITBA immediately if there is Cause. For purposes hereof, "Cause" shall mean any one or all of the following:

(i) default in the performance or breach of any covenant of LES in this Agreement and continuance of such default or breach for a period of thirty (30) days after the date on which written notice is provided to LES by RITBA, specifying such default or breach and requiring it to be remedied;

(ii) LES shall commence a voluntary bankruptcy case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts or seek the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or an involuntary bankruptcy case or other proceeding shall be commenced against LES seeking liquidation, reorganization or other relief with respect to it or its debts or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against LES under the Federal bankruptcy laws as now or hereafter in effect;

(iii) the imposition of any lien on any assets of RITBA as a result of action by LES which is not released or bonded over within thirty (30) days after LES receives actual written notice hereof.

Upon the occurrence of an event of default or termination as provided for herein, RITBA shall have the right to recall all or any portion of the Assigned Receivables, along with all other rights and remedies available under this Agreement or applicable law.

(d) Termination for Cessation or Suspension. If any Suspension described in Section 7 continues for a period of one month or more, LES may terminate this Agreement on sixty (60) days written notice to RITBA.

(e) Termination by LES for Cause. Notwithstanding any other provision of this Agreement, LES may terminate this Agreement upon thirty (30) days written notice to RITBA:

(i) there is a default in the performance or breach of any covenant of RITBA in this Agreement and continuance of such default or breach for a period of thirty (30) days after the date on which written notice is provided to RITBA by LES, specifying such default or breach and requiring it to be remedied;

(ii) the "All Electronic Tolling" or AET at the Bridge is not operational on or before December 31, 2013 or if the Implementation Period is not completed by such date;

(iii) RITBA ceases to operate the tolling at any of the "bridges" (i.e., the Sakonnet and the Pell) that are the subject of this Agreement;

(iv) Any court of competent jurisdiction enjoins or otherwise restricts RITBA from operating its tolling function at the Bridge, or otherwise imposes any material restriction on tolling at the Bridge or the collection of Assigned Receivables;

(v) RITBA or any successor or any other governmental unit materially alters the tolls, fines and penalties for toll violations with respect to the Bridge or materially changes the ability of LES to collect Assigned Receivables under this Agreement;

(vi) LES is materially restricted from access to applicable data bases from competent authorities including DMV look-ups; or

(vi) The percent of Bridge traffic using either E-ZPass transponders or with pre-registered license plate accounts exceeds 90% of total bridge traffic; or

(viii) RITBA breaches any of its representations and warranties under this Agreement.

(f) Termination Fee. In the event a termination by either Party pursuant to Sections 8(a), 8(c), 8(d) and 8(e) of this Agreement, RITBA shall pay to LES the "Termination Fee." Notwithstanding anything contained herein, after termination of this Agreement for any reason, LES may treat this Agreement as ongoing and not terminated and continue to provide and be compensated for Services until the Termination Fee is paid in full. The Termination Fee shall be as follows:

<u>Period</u>	<u>Termination Fee</u>
<u>First Period</u> - begins on the Effective Date and ends one year from the date of the end of the Implementation Period	The Termination Fee is \$3 million (\$3,000,000)
<u>Second Period</u> - Begins first day following the First Period and ends one year after such date	The Termination Fee is \$2.25 million (\$2,250,000)
<u>Third Period</u> - Begins first day following the Second period and ends one year after such date	The Termination Fee is \$1.65 million (\$1,650,000)
<u>Fourth Period</u> - Begins first day following the Third Period and ends one year after such date	The Termination Fee is \$1.05 million (\$1,050,000)

Fifth Period - Begins first day following the Fourth Period and ends one year after such date The Termination Fee is \$450 thousand (\$450,000)

Thereafter The Termination Fee is \$0.

The Termination Fee shall be due and owing and payable immediately on the effective date of termination. Any unpaid portion of the Termination Fee shall bear interest at the rate of 5% per annum until paid. The Termination Fee shall be reduced by an amount equal to any valid claim that RITBA may have against LES under this Agreement or otherwise. Thus, if RITBA terminates this Agreement under Section 8(c) for Cause, the Termination shall be reduced by the amount of damages that RITBA incurs by reason of the breach giving rise to Cause under Section 8(c).

(g) Survival. The representations and warranties of the parties set forth in this Agreement shall survive the execution and delivery of this Agreement. The following sections shall survive the termination of this Agreement for any reason: Sections 2, 4, 7, 8, 9, 10, 12, 13 and 15-26.

9. Representations and Warranties of RITBA. RITBA represents and warrants to LES as follows:

(a) RITBA has adequate power and capacity to enter into and perform all each of its obligations under this Agreement, and RITBA has duly executed and delivered this Agreement.

(b) To the best of its knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement and each other document and agreement executed and delivered by RITBA in connection herewith does not (and will not) conflict with, violate or result in a breach of (i) any of the terms, conditions or provisions of RITBA's organizational documents, (ii) any agreement or instrument to which RITBA is now a party, or by which RITBA is bound, or (iii) any law, regulation, order, writ, injunction, decree, determination or award now applicable to RITBA, or constitute a default under any of the foregoing.

(c) To the best of its knowledge, there are no actions, suits, proceedings or investigations pending or, to the knowledge of RITBA, threatened against or affecting RITBA (or any of its properties, assets or businesses) in any court or before or by an Governmental Authority, or any arbitrator which would reasonably be expected to materially affect RITBA's ability to perform its obligations under this Agreement. To the best of its knowledge, no further consent, approval, or withholding of objections is required by RITBA for the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or noncompliance with the terms and conditions of this Agreement by RITBA and each other document and agreement executed and delivered by RITBA in connection herewith except as have already been obtained.

(d) This Agreement, and each other document and agreement executed and delivered by RITBA in connection herewith, constitutes the legal, valid and binding obligation of RITBA, enforceable against RITBA in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditor's rights generally, or general principles of equity.

(e) RITBA hereby agrees that it will also execute any additional related agreements or approvals necessary to ensure that LES will have the requisite authority to engage in all collection activities identified in Exhibit B so long as such additional agreements or approvals are commercially reasonable. This includes RITBA assisting LES in obtaining access to the Rhode Island DMV data at no cost for purposes of fulfilling the scope of work for this contract.

(f) RITBA and LES both acknowledge and agree that they will work together in good faith to explore ways in which legislative or regulatory changes may be made in order to help facilitate collection of toll violations.

10. Representations and Warranties of LES. LES represents and warrants to RITBA as follows:

(a) LES is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New York and is qualified to transact business in and in good standing under the laws of the State of Rhode Island.

(b) LES (i) has the full power and authority to execute, deliver and perform its obligations under this Agreement, and (ii) has taken all action necessary to duly authorize the execution, delivery and performance of this Agreement, and has duly executed and delivered this Agreement and such Agreement constitutes valid, legal and binding agreements, enforceable in accordance with its terms.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by LES does not (and will not) conflict with, violate or result in a breach of (i) any of the terms, conditions or provisions of LES's bylaws or charter, (ii) any agreement or instrument to which LES is now a party or by which LES is bound, or (iii) any law, regulation, order, writ, injunction, decree, determination or award of any court, any other Governmental Authority or any arbitrator, now applicable to LES or any of its affiliates, or constitute a default under any of the foregoing.

(d) To the best of its knowledge, there are no actions, suits, proceedings or investigations pending or, to the knowledge of LES, threatened against or affecting LES (or any of its properties, assets or business) in any court or before or by any Governmental Authority, or any arbitrator which would reasonably be expected to materially affect LES's ability to perform its obligations under this Agreement, LES has not received any notice of any default, and LES is not in default, under any applicable order, writ, injunction, decree, permit, determination or award of any court, any other Governmental Authority or any arbitrator which would reasonably be expected to materially affect LES's ability to perform its obligations under this Agreement.

(e) LES has all necessary approvals and complete power and authority to enter into and be bound by and hereby agrees to be bound by the terms and obligations of this Agreement. No consent, approval, authorization or order of any court or governmental agency or body is required by LES for the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by LES.

(f) This Agreement, and each other document and agreement executed and delivered by LES in connection herewith, constitutes the legal, valid and binding obligation of LES, enforceable against LES in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditor's rights generally, or general principles of equity.

(g) To the best of its knowledge, LES is not in default or violation of any applicable federal, state or local statutes, laws, ordinances, rules or regulations which relate to the Services or similar services.

(h) LES has not received any written notice of termination or non-renewal of any government collections or service contract, or contracts ancillary to such government collection or service contracts to which it is a party, which will materially affect LES's ability to perform its obligations under this Agreement.

(i) To the best of its knowledge, no officer, director, employee or agent of LES, nor any person acting with or on behalf of LES, has directly or indirectly offered, agreed to make or made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any person, private or public, regardless of form, whether in money, property or services to (i) obtain favorable business treatment in securing business, permits or licenses, (ii) to pay for favorable treatment for business, permits or licenses secured, (iii) to obtain any special concessions or for special concessions already obtained, or (iv) in violation of any legal requirement.

(j) To the best of its knowledge, any information supplied, and representations and warranties made by LES in all submittals to RITBA are true, correct and complete in all material respects.

11. Employment. During the term of this Agreement, LES shall not engage the services of any person or persons now employed by RITBA, including any department, agency board or commission thereof, to provide services relating to this Agreement without written consent from RITBA.

12. Confidentiality.

(a) To the extent permitted by applicable law, each of the Parties hereto shall, and shall cause its affiliates to, keep confidential any Confidential Information regarding the other Party and the Assigned Receivables and to use such Confidential Information only to perform its obligations under this Agreement and shall not disclose such Confidential Information to any third party, other than as contemplated herein. In the event such information is permitted to be maintained as confidential pursuant to applicable law, each Party shall

maintain the Confidential Information of the other in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and Confidential Information, but in no event less than a reasonable degree of care.

(i) For the purpose of this Section 12, the term "Confidential Information" shall include all data, reports, records (financial or otherwise), including or reflecting information about or concerning a Party and any Assigned Receivable which is not available to the general public (whether received before or after the date hereof and whether transmitted orally or in writing).

13. Independent Contractor. Nothing contained in this Agreement shall be deemed to constitute RITBA and LES as partners, joint ventures, principal and agent or employer and employees. LES is solely responsible for maintaining its own business insurance and worker's compensation policy and paying all its applicable taxes, assessments, fees, costs and expenses. Nothing in this Agreement shall constitute or authorize LES to bind RITBA to any obligations, or to assume or create any responsibility for or on behalf of RITBA to any third party. Any arrangements made by LES with outside agents or attorneys shall be LES's sole responsibility and shall in no way constitute or imply any additional obligation on the part of RITBA, whose obligation is limited to payment to LES of compensation earned in accordance with this Agreement. In the event any account is referred by LES to an attorney or outside agent, the conditions of this Agreement shall be made part of LES's arrangement with such attorney or outside agent.

14. Sub-Servicing. Subject to RITBA's review and approval, which such approval shall not be unreasonably withheld or delayed, LES may subcontract any of its duties hereunder. In the event LES subcontracts any of its duties hereunder, no such subcontracting of duties shall relieve LES of its primary responsibility with respect to such duties. LES shall require that its subcontractors comply with the representations and warranties set forth in Section 3 herein. A list of approved subcontractors includes Site, LLC, MRS Associates, TCD Enterprises, Professional Account Management, LLC, Parking Services Consultants, LLC, Proforma, Fulltech, AB Data, Nlets, Duncan Parking Technologies, Inc., and any other Duncan Solutions, Inc. subsidiary companies. LES will obtain RITBA prior approval before using any other subcontractors.

15. Force Majeure. Notwithstanding anything to the contrary in this Agreement, no Party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning (but not limited to) any Acts of God, storm, war, civil commotion, terrorism, labor disputes or strikes, fire, flood, or other casualty, governmental actions, inactions, priorities, or regulations, or any cause beyond the Parties' direct and immediate control. Should any such event occur, the Party so affected shall notify the other as soon as reasonably possible and shall have such additional time within which to perform as may be reasonably necessary. The Parties will negotiate an extension of the term for a reasonable amount of time upon any force majeure event.

16. Notices. Any notice, payment, demand or communication required or permitted to be given by this Agreement or applicable law shall be in writing and sent by first class mail,

overnight courier, hand delivery, telephone conversation, facsimile or e-mail, except, unless waived by the recipient. If such notice is made by telephone conversation, such telephone conversation shall be followed within 48 hours thereof by written notice sent by e-mail, first class mail, overnight courier or hand delivery. Charges for any notice hereunder shall be prepaid and addressed as follows, or to such other address as such Person may from time to time specify by notice to LES or RITBA, as the case may be:

If to LES, to: Law Enforcement Systems, LLC
Attention: Contracts Manager
633 W. Wisconsin Avenue, Suite 1600
Milwaukee, WI 53203
Email: contracts@duncansolutions.com
Fax: (866) 449-7575

With a copy to: Reinhart Boerner Van Deuren s.c.
Attention: Lawrence Burnett, Esq.
1000 North Water Street
Milwaukee, WI 53202
Fax: (414) 298-8097

If to RITBA, to: Rhode Island Turnpike and Bridge Authority
P.O. Box 437
Jamestown, RI 02835
Attn: David Darlington, Chairman
Telephone: (401) 423-0800
Facsimile: (401) 423-0830

With a copy to: Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, RI 02908
Attn: William E. O'Gara, Esq.
Telephone: (401) 824-5100
Facsimile: (401) 824-5123
E-mail: wogara@pldw.com

Unless otherwise indicated herein, any notice shall be deemed to be delivered, given and received for all purposes as of the date delivered, or if sent by first class mail, five (5) days after the date on which the same was deposited in a receptacle, regularly maintained by the United States Postal Service for the deposit of mail, whichever occurs first.

17. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties to this Agreement, and their successors and permitted assigns.

18. Scope of Agreement. This Agreement, including the Exhibits attached hereto, constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements in regard hereto, including the existing agreement between the parties with respect to the Newport Pell Bridge. All exhibits referred to

herein and as the same may be amended from, time to time, are by this reference, made a part hereof as though fully set forth herein.

19. Validity of Agreement; Severability. Every provision of this Agreement is intended to be severable. If any provision hereof is illegal, invalid or unenforceable for any reason whatsoever, such provision will be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Further, in lieu of such illegal, invalid or unenforceable provision, there will be automatically included, as part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. In the event the RITBA enabling act (General Laws of Rhode Island, Chapter 24-12 et seq.) or other controlling law is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid a valid provision, such provision shall be considered to be valid from the date provided in such interpretation or amendment or in the event the interpretation or amendment does not otherwise provide, from the effective date of such interpretation or amendment.

20. Further Action. Each Party, upon the request of any other Party, agrees to perform all further acts and execute, acknowledge, or deliver any instruments or documents and to perform such additional acts as may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

21. Governing Law. The laws of the State of Rhode Island, without reference to conflict of laws principles, shall govern the validity, construction and interpretation of this Agreement.

22. Counterpart Execution. This Agreement may be executed and transmitted by facsimile in any number of counterparts with the same effect as if the Parties hereto had signed the same document.

23. No Implied Waiver. LES and RITBA shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, and no waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless provided in writing.

24. Jurisdiction. Each Party to this Agreement hereby irrevocably agrees that any suit, action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby may be brought in the courts of the State of Rhode Island or of the United States of America for the District of Rhode Island and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each Party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address provided to LES and RITBA in accordance with Section 16, such service to become effective ten (10) days after such mailing.

25. Amendment. This Agreement may be, amended from time to time only upon mutual written agreement of both LES and RITBA.

26. Assignment. The rights and obligations of LES under this Agreement may not be assigned, delegated or otherwise transferred to any other Person, whether by operation of law or otherwise, without the prior written consent of RITBA which shall not be unreasonably withheld or delayed.

27. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING, WHETHER AT LAW OR EQUITY, BROUGHT BY ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the Parties have entered into this Services Agreement as of the date first above written.

LAW ENFORCEMENT SYSTEMS, LLC

By: Michael Nicholas
Name: MICHAEL NICHOLAS
Title: CHAIRMAN & CEO

RHODE ISLAND TURNPIKE AND BRIDGE
AUTHORITY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have entered into this Services Agreement as of the date first above written.

LAW ENFORCEMENT SYSTEMS, LLC

By: _____
Name: _____
Title: _____

RHODE ISLAND TURNPIKE AND BRIDGE
AUTHORITY

By: D. DeLuca
Name: DAVID M. DELUCA
Title: Chairman

EXHIBIT A

VIOLATOR FEE SCHEDULE

OPEN ROAD TOLLING (ORT) FEE SCHEDULE - NEWPORT PELL BRIDGE

For each vehicle crossing the Newport Pell Bridge which fails to pay the mandated toll amount, ORT violator fees shall accrue as follows:

Within fourteen (14) calendar days from the date the First Notice of Violation: \$5 per axle;

On the sixteenth (16th) calendar day after the First Notice of Violation date and for the next thirty (30) calendar days: \$35 shall be added ; On the forty sixth (46th) calendar day after the First Notice of Violation date and for the next thirty (30) calendar days: an additional \$40 shall be added.. RITBA PLEASE CONFIRM.

ALL ELECTRONIC TOLLING (AET) FEE SCHEDULE - SAKONNET BRIDGE

The Violator Fee Schedule and related matters to be set forth in this Exhibit A with respect to the Sakonnet Bridge are currently under review, and subject to approval, by RITBA. Upon RITBA approval, the aforementioned material shall replace this narrative and be attached to this Agreement as Exhibit A without the need to obtain the approval of any other party to this Agreement, including but not limited to, LES and Duncan.

FUTURE CHANGES IN FEE SCHEDULE OR CONDITIONS

1. Increases in Tolls and Fees. The parties recognize that during the term of this agreement RITBA may increase the toll and/or fee schedule for the Pell or Sakonnet bridges. If the tolls or fees are increased, the parties agree to negotiate to ensure that RITBA is the full beneficiary of these toll or fee increases.

2. Decreases in Tolls and Fees; Other Adverse Changes. LES shall be entitled to an equitable adjustment in the Fee(s) to be paid to LES (to be negotiated in good faith by the Parties) if:

(a) There are changes to administrative, policy and/or regulatory decisions by RITBA, state entities, legislative changes, judicial decisions imposed by a court, or changes resulting from public referenda that negatively affect LES volumes or collections:

(b) There are reductions to toll rates, violator penalties or video tolling surcharges;

(c) There are changes to toll policies, allowable enforcement methods or road conditions which significantly change the volume or collectability of eligible ORT/AET/video toll transactions;

(d) The percent of bridge traffic with E-ZPass transponders or pre-registered license plate accounts exceeds 90% of total bridge traffic;

(e) In the event the cost to LES of state DMV access for acquiring owner information increases during the Term of the Agreement; or

(f) US Postal rates increase by more than 10% during the Term.

EXHIBIT B

SCOPE OF SERVICES

LES shall manage and make collections on the Assigned Receivables. The management and collection services to be provided hereunder shall include, but not be limited to, the following (all of which are collectively referred to as the "Collection Duties"):

- A. Receive data from RITBA and ITolls of electronic toll collections for Open Road Tolling (ORT) violators and All Electronic Toll (AET) transactions for billing. Data will be received by electronic means from the electronic capture of the vehicle passage through the Project(s), including, but not limited to, all electronic, digital, still and video data that is captured, including the date, time and speed of vehicle through the Project(s). The vehicle data shall already be in an electronic format and LES shall not be responsible for data entering any information from the violation images;
- B. Within 48 hours of receipt of ORT violation data, requesting registered owner information from the relevant motor vehicle department, and upon return of registered owner data, mailing a First Notice to the Obligor(s) in the form prescribed by the Rhode Island Traffic Tribunal as well as interfacing with the Rhode Island Traffic Tribunal as part of the Collection Duties;
- C. For AET transactions, no later than one month after the date of the first video toll, requesting registered owner information from the relevant motor vehicle department, and upon return of registered owner data, mailing a consolidated Video Toll Bill to the Obligor(s) in the form approved by RITBA and, if applicable, as prescribed by the Rhode Island Traffic Tribunal as well as interfacing with the Rhode Island Traffic Tribunal as part of the Collection Duties;
- D. Pursuant to a mutually agreed upon collection strategy which includes fee application, collection mailings and outbound calling, provided that all of the notice language and business rules have been submitted to RITBA seven (7) days in advance of use and RITBA has reviewed and approved of such notice, which approval shall not be unreasonably withheld. The timeline for these notices and fee application will be the responsibility of RITBA with seven (7) day advance notice to LES to modify the system and operation to reflect the changes.
- E. Providing notice of intent to suspend or hold license or registration, if applicable;
- F. Providing license or registration suspension notice, if applicable;
- G. Providing DMV notification via electronic transmission of license or registration suspension, if applicable;
- H. Providing notice of intent to notify national driver registry for non-resident Obligors, if applicable;
- I. Providing notices to any driver registries, as applicable;

- J. Providing notice of pending credit bureau reporting;
- K. Providing credit bureau reporting monthly but no later than one hundred and eighty (180) days from first collection notice on all out-of-state Assigned Receivables;
- L. Providing notice of pending tax refund and lottery intercept activity;
- M. Filing tax refund and lottery intercept data with the appropriate agency if authorized by law;
- N. Providing outbound calling;
- O. Providing skip trace/location services;
- P. Providing inbound call handling including a toll-free phone number;
- Q. Providing return mail location processing;
- R. Establishing pay-by-web and pay-by-phone functionality to service the Assigned Receivables;
- S. Integrate with an automatic license plate recognition ("ALPR") provider to enforce scofflaw vehicles; however, the details of this program including the legal authority, business rules and compensation beyond data integration services will have to be further defined and negotiated;
- T. Ensuring that all Assigned Receivables that are collected are deposited to RITBA's designated bank account; LES will have "view only" access to the account;
- U. Ceasing collections activity and notifying RITBA of any Assigned Receivables which are disputed by the motorist;
- V. Prepare, for RITBA's approval, violation processing, collection, and enforcement business plan including but not limited to notices, calling scripts and web based payment processing;
- W. Work with RITBA to develop interoperability agreements for more efficient collection and enforcement;
- X. Provide RITBA with reports as follows:
 1. Collections report delivered on the fifth (5th) business day of each month showing aggregate gross collections received by LES during the prior month;
 2. A data file delivered by the fifth (5th) business day of each month with the data fields required by RITBA;
 3. Any additional regular or one-off reports as agreed to by the Parties;

- Y. LES shall not settle and/or compromise any Assigned Receivable for less than 100% of the outstanding balance, including any applicable interest, fees and/or costs without the consent of RITBA; and
- A. Z. The construction of two (2) gantry facilities ("Facilities") to permit "All Electronic Tolls" for the Sakonnet Toll Bridge (the "Construction Site") in accordance with applicable law and subject to RITBA's plans, specifications and approval ("Plans") Upon completion of construction of the Facilities or July 1, 2013, whichever is sooner, the Facilities shall immediately become the property of RITBA and all obligations to insure, operate and maintain the Facilities shall become the responsibility of RITBA. RITBA will look solely to the contractor to resolve issues after such turnover. RITBA shall provide LES and its contractors access to the site for purposes of constructing the Facilities at the Construction Site.

EXHIBIT C

COMPENSATION SCHEDULE

LES shall receive the following compensation for providing the services in Exhibit B of this Agreement:

For each ORT violation, LES will be paid six dollars (\$6.00) which is assigned and loaded to the LES collection system. This \$6.00 fee does not apply to Open Road Tolling Amnesty Violations or Gated Toll Amnesty Violations. For ORT violations which remain unpaid at least 15 days after the mailing of the first notice, a contingency fee of 25% of all amounts collected according to this Agreement provided that the payment is received after the mailing of a second notice.

For each AET toll transaction, LES will be paid one dollar and fifty cents (\$1.50) for each AET toll transaction which is loaded to LES' collection system. For AET toll transactions which remain unpaid at least 15 from the date of the initial invoice sent to the customer, a contingency fee of 50% of all Assigned Receivables collected in accordance with Exhibit A of this Agreement provided that the payment is received after the mailing of a second notice.

A customer-paid convenience fee for each ORT violation or AET video toll paid online or using the IVR, which will be \$1.00 per violation paid during the time period between violation date and the latter of 16 days (14 days plus 2 days grace period) or the mailing of the First Notice of Violation. For ORT violations, the fee will increase to \$4.00 per violation paid on or after the notice date for the First Notice of Violation, and for AET violations, the fee will increase to \$2.00 per violation after the second notice date (the first notice being the Video Toll Bill and the second notice being the First Violation Notice). The convenience fee will be clearly disclosed to the customer prior to the fee being assessed. LES will be responsible for paying all credit card transaction fees out of this convenience fee.

For Open Road Tolling "Amnesty" Violations (violations between June 22, 2012 and August 1, 2012) and for Gated Toll "Amnesty" Violations (violations between July 1, 2012 and August 1, 2012), a contingency fee of 25% of all amounts collected according to this Agreement.

LES shall be responsible to pay all of its own expenses and costs and shall have no right of reimbursement from RITBA other than the compensation above.

This compensation shall be payable to LES within 15 days of the submission of LES's invoice to RITBA.

ACKNOWLEDGEMENT

This Acknowledgement is dated this 31st day of May, 2013 by and between the Rhode Island Turnpike and Bridge Authority ("RITBA") and Law Enforcement Systems, LLC ("LES"), a New York limited liability company which is wholly-owned by Duncan Solutions, Inc. and its successors and assigns ("Duncan").

AGREEMENTS

1. RITBA and LES entered into a Master Services Agreement (the "Agreement") dated as of August 6, 2012 pursuant to which LES is to provide certain services for and on behalf of RITBA as described on Exhibit B to the Agreement.

2. Under subparagraph Z of Exhibit B of the Agreement, LES was to cause the construction of two (2) gantry facilities as described in that subsection, and LES acknowledges and agrees that such gantry facilities have been completed in accordance therewith.

3. The parties acknowledge and agree that LES has completed the construction of two (2) gantry facilities and therefore the facilities are and shall be immediately the property of RITBA. All obligations to insure, operate and maintain the facilities are now the responsibility of RITBA, and RITBA will look solely to the contractor to resolve issues from and after the date hereof.

Dated this 31st day of May, 2013.

RHODE ISLAND TURNPIKE AND BRIDGE
AUTHORITY

BY: *[Signature]*

Title: *Chairman*

LAW ENFORCEMENT SYSTEMS, LLC

BY: *[Signature]*

Title: *CHAIRMAN + CEO*

FIRST AMENDMENT TO THE MASTER SERVICE AGREEMENT

This First Amendment to the Master Service Agreement ("First Amendment") is dated as of May ~~14~~, 2013, by and between LAW ENFORCEMENT SYSTEMS, LLC ("LES") and the RHODE ISLAND BRIDGE AND TOLL AUTHORITY ("RIBTA"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Service Agreement dated as of August 6, 2012 by and between LES and RITBA. LES and RITBA are collectively referred to herein as the "Parties."

1. The Parties acknowledge that Exhibit A (the Violator Fee Schedule) to the Agreement shall be amended by replacing the first page of Exhibit A with the modified first page of Exhibit A attached to this First Amendment.

2. The Parties acknowledge that Exhibit C (the Compensation Schedule) of the Agreement shall be amended by striking the word "15" appearing in the second sentence of the second full paragraph and replacing with the words "30 days".

3. The Parties agree that there are no further amendments to the Agreement.

LAW ENFORCEMENT SYSTEMS, LLC

By: Michael Nickolaus
Michael Nickolaus
Chairman and CEO

RHODE ISLAND TURNPIKE AND BRIDGE
AUTHORITY

By: David A. Darlington
Name: David A. Darlington
Title: Chairman

EXHIBIT A

VIOLATOR FEE SCHEDULE

OPEN ROAD TOLLING (ORT) FEE SCHEDULE - NEWPORT PELL BRIDGE

For each vehicle crossing the Newport Pell Bridge which fails to pay the mandated toll amount, ORT violator fees shall accrue as follows:

Within fourteen (14) calendar days from the date the First Notice of Violation: \$5 per axle;

On the sixteenth (16th) calendar day after the First Notice of Violation date and for the next thirty (30) calendar days: \$40 shall be added ; On the forty sixth (46th) calendar day after the First Notice of Violation date and for the next thirty (30) calendar days: an additional \$35 shall be added.

ALL ELECTRONIC TOLLING (AET) FEE SCHEDULE - SAKONNET BRIDGE

For each two (2) axle passenger vehicle crossing the Sakonnet Bridge which does not use an electronic tolling transponder, the mandated License Plate Toll is \$5.25. If such License Plate Toll is not paid within thirty (30) days of the date of the initial notice of the toll, AET violator fees shall accrue as follows:

On or after the thirty-first (31st) day from the date of the initial toll notice, a First Notice of Violation shall set forth an amount immediately due of \$10.50 per toll transaction;

On or after the sixty-first (61st) day from the date of the initial toll notice, a Second Notice of Violation shall set forth an amount immediately due of \$15.75 per toll transaction.

Those vehicles with greater than two (2) axles will be charged an appropriately adjusted toll based on the number axles as determined by RITBA. .

FUTURE CHANGES IN FEE SCHEDULE OR CONDITIONS

1. Increases in Tolls and Fees. The parties recognize that during the term of this agreement RITBA may increase the toll and/or fee schedule for the Pell or Sakonnet bridges. If the tolls or fees are increased, the parties agree to negotiate to ensure that RITBA is the full beneficiary of these toll or fee increases.

2. Decreases in Tolls and Fees; Other Adverse Changes. LES shall be entitled to an equitable adjustment in the Fee(s) to be paid to LES (to be negotiated in good faith by the Parties) if:

(a) There are changes to administrative, policy and/or regulatory decisions by RITBA, state entities, legislative changes, judicial decisions imposed by a court, or changes resulting from public referenda that negatively affect LES volumes or collections:

(b) There are reductions to toll rates, violator penalties or video tolling surcharges;

- (c) There are changes to toll policies, allowable enforcement methods or road conditions which significantly change the volume or collectability of eligible ORT/AET/video toll transactions;
- (d) The percent of bridge traffic with E-ZPass transponders or pre-registered license plate accounts exceeds 90% of total bridge traffic;
- (e) In the event the cost to LES of state DMV access for acquiring owner information increases during the Term of the Agreement; or
- (f) US Postal rates increase by more than 10% during the Term.

SECOND AMENDMENT TO THE
MASTER SERVICER AGREEMENT

THIS SECOND AMENDMENT TO THE MASTER SERVICER AGREEMENT ("Second Amendment") is made as of the 20th day of November, 2013 by and between LAW ENFORCEMENT SYSTEMS, LLC ("LES"), a New York Limited Liability Company which is wholly owned by Duncan Solutions, Inc. and its successors and assigns ("Duncan"). RITBA and LES are sometimes collectively referred to herein as the "Parties," and each individually as a "Party."

RECITALS

A. The Parties entered into the Master Servicer Agreement as of August 6, 2012, which was amended on May 14, 2013; and the First Amendment and the Master Servicer Agreement are collectively the ("Agreement"). All defined terms set forth herein shall have the meaning set forth in the Agreement; for example, "Bridge" is in reference to the Sakonnet Bridge.

B. The tolls for the Bridge have been materially modified and altered from the tolls set forth in the Agreement; specifically, the tolls have been reduced by the state of Rhode Island to \$0.10 per vehicle using the Bridge during an Interim Period (as described below).

C. As a result of this material modification to the tolls over the Bridge, LES has the right to terminate the Agreement pursuant to section 8(e)(v) of the Agreement.

D. The Parties are willing to work together for the Interim Period pending the restoration of tolls by the Rhode Island legislature to levels contemplated in the original Agreement (the "Restored Tolling Schedule").

AGREEMENTS

1. Agreement Term. The Parties acknowledge and agree that the Agreement term shall not be modified in virtue of this Second Amendment to the Agreement ("Second Amendment Agreement"). Provided, however, the defined term "Implementation Period" (as defined in section 7 and used in the Agreement) shall be modified to mean "the period beginning immediately upon the implementation of the Restored Tolling Schedule for the Bridge until such time as Violators are provided on a regular basis the "third notice" of violation with respect to the Restored Tolling Schedule

2. Termination and Termination Fee. LES shall not terminate the Agreement during the "Interim Period" unless during the Interim Period Rhode Island permanently adopts tolling with respect to the Bridge that is materially lower than that set forth in the Agreement. The Interim Period shall mean the period from September 1, 2013 through March 31, 2014. If, during the Interim Period, the Restored Tolling Schedule is adopted into Rhode Island Law and becomes effective as Rhode Island law during the Interim Period, the Agreement shall remain in full force and effect without further action on the part of either of the parties. If the Restored Tolling Schedule is not adopted into Rhode Island law during the Interim Period but a different

tolling schedule is adopted into Rhode Island law effective during the Interim Period, the Parties shall negotiate in good faith applicable revisions to the Agreement for a period equal to 30 days following the Interim Period (the "Negotiation Period"). Such revisions may include new terms, conditions and service fees to be payable to LES following the Implementation Period, as well as the modifications to or acceleration of all or a portion of the Termination Fee. If the Parties are unable to reach applicable agreements on or before the end of the Negotiation Period, then LES shall have the right to terminate the Agreement and be paid the Termination Fee as set forth in the Agreement. The Parties acknowledge that the Termination Fee will be the amount designated for the "First Period" in Section 8(f) of the Agreement. In addition no service reimbursements will be credited to RITBA that have accumulated during the Interim Period.

3. Collections During the Interim Period. To support Toll Violator Noticing, Collections and Web Payments during the Interim Period, LES will waive the \$1.50 transaction fee payable under the Agreement for loading Sakonnet violations to its collections system during the Interim Period. LES will be entitled to receive its collections fee on any payments received on violations during the Interim Period, as well as reasonable compensation for services being provided to RITBA during the Interim Period as determined by the Parties in good faith.

4. INTENTIONALLY BLANK.

5. Additional Services. The Parties agree that during the Interim Period, LES shall provide the following additional services to RITBA on a commercially reasonable basis and for commercially reasonable compensation as described above:

(a) Image Review. Upon giving LES written approval to proceed including the use of the RITBA image review system, LES shall provide to RITBA up to three full-time employees at a facility of LES's choosing to perform image review of Sakonnet Bridge tolling violations in accordance with RITBA's business rules. RITBA shall take all actions necessary or appropriate to provide access to its image review and account management systems as necessary to allow LES to conduct such image reviews. The system functionality associated with performing image review services shall be the sole responsibility of RITBA.

(b) Data Connectivity. LES shall be responsible for providing data connectivity from its facility to RITBA's systems with respect to the image reviews provided by LES to RITBA in accordance with subparagraph (a) above. LES shall provide such data connectivity at its own cost and expense.

(c) Computer Equipment. LES shall be solely responsible for outfitting the applicable facility with computer equipment necessary for its employees to perform image reviews utilizing RITBA's systems as described in subsections (a) and (b) above.

(d) Violator Noticing. LES shall request Violator names and addresses from motor vehicle databases and print and mail Violator notices in accordance with RITBA's business rules, which are to be determined by mutual agreement of the Parties. LES shall be paid and reimbursed the monthly cost of noticing (including postage) in excess of \$2,500. Such

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amount shall be paid promptly by RITBA upon receipt of an invoice from LES with respect to the foregoing.

(e) On-line Payment Website. LES shall host a website for Violators to make on-line credit card payments. In the Interim Period (for as long as the reduced toll is charged) the Violator shall be charged a reduced convenience fee by LES in addition to the amount of the delinquent tolls. Such reduced convenience fee shall be agreed in good faith by Duncan and RITBA. Upon resumption of the Restored Tolling Schedule, the convenience fee from the original Agreement shall be charged.

(f) Collections Activities. LES shall perform limited, cost-effective collection efforts on toll receivables for violations during the Interim Period, subject to RITBA's business rules, including the additional penalties for failure to pay the toll within a specified period of time.

(g) IT and Systems Consulting. LES shall provide senior level executive support and IT staff to consult with RITBA with respect to the final implementation and customization of its electronic toll system. Such services will include a review of system functionality and performance as well as identification of recommended modifications to the system and third-party interfaces to enhance system performance. LES shall not be responsible for making modifications to the systems, but shall simply provide such consultation as may be commercially reasonable.

(h) Business Process Consulting. LES shall provide operations support staff to consult with RITBA on workflows and processes associated with processing electronic and video billed tolls. This will include operational review of image review, telephone customer service, walk-in customer service, payment processing, correspondence processing and appeal processing. Recommendations will be provided on staffing, workflow design, reporting and system functionality to allow RITBA to maximize the efficiency of its operation and staff.

6. Miscellaneous. (a) In the event the Agreement is not terminated, LES shall provide a reduction over the remaining term of the Agreement of the fees payable to LES in an amount not to exceed any amounts paid by RITBA to LES during the Interim Period as consideration as set forth in Paragraphs 3 and 5 hereof.

(b) This amendment constitutes the entire amendment to Agreement with respect to the subject matter hereof. This Amendment is subject to all of the defined terms and all of the provisions of the Agreement, including the miscellaneous provisions of the Agreement.

(Signature page on following page)

LAW ENFORCEMENT SYSTEMS, LLC

By: Michael Nicholas
Name: MICHAEL NICHOLAS
Title: CHAIRMAN & CEO

RHODE ISLAND TURNPIKE AND BRIDGE
AUTHORITY

By: _____
Name: _____
Title: _____

LAW ENFORCEMENT SYSTEMS, LLC

By: Michael Nickolas
Name: MICHAEL NICKOLAS
Title: CHAIRMAN + CEO

RHODE ISLAND TURNPIKE AND BRIDGE
AUTHORITY

By: David H. Darlington
Name: David H. Darlington
Title: CHAIRMAN

THIRD AMENDMENT TO THE
MASTER SERVICER AGREEMENT

THIS THIRD AMENDMENT TO THE MASTER SERVICER AGREEMENT ("Third Amendment") is made as of the 5th day of March, 2014 by and between LAW ENFORCEMENT SYSTEMS, LLC ("LES"), a New York Limited Liability Company which is wholly owned by Duncan Solutions, Inc. and its successors and assigns ("Duncan"). RITBA and LES are sometimes collectively referred to herein as the "Parties," and each individually as a "Party."

RECITALS

A. The Parties entered into the Master Servicer Agreement as of August 6, 2012, which was amended on May 14, 2013 and again on November 20, 2013; and the Master Servicer Agreement, the First Amendment, the Second Amendment, and this Third Amendment are collectively the "Agreement". All defined terms set forth herein shall have the meaning set forth in the Agreement.

B. In anticipation of the end of the Interim Period as defined in the Second Amendment, the Parties desire to enter into this Amendment to modify the terms of the Agreement including the Scope of Services and Compensation Schedule.

AGREEMENTS

1. Section 8(f) of the Agreement shall be amended by replacing it with the following language:

"(f) Termination Fee. In the event of a termination by either Party pursuant to Sections 8(c), 8(d) and 8(e) of this Agreement, Section 2 of the Second Amendment, or in the event of a termination by RITBA pursuant to 8(a), RITBA shall pay to LES the "Termination Fee." The definition of Termination Fee is hereby modified to the following: The Termination Fee shall be One Million and 00/100 (\$1 Million) Dollars for the period beginning upon the effective date of this Third Amendment and ending July 1, 2015 ("Initial Termination Fee Period"). Upon the expiration of the Initial Termination Fee Period, and upon each subsequent anniversary thereof, the Termination Fee shall automatically reduce by Two Hundred Fifty Thousand and 00/100 (\$250,000) from the Termination Fee in the immediate preceding period.

In addition, Section 8 (a) of the Agreement is hereby amended by adding the following provision:

Following the Initial Termination Fee Period, either Party may terminate this Agreement at any time by providing the other Party with a minimum of twelve (12) months written notice of termination to the non-terminating Party. Neither Party may terminate the Agreement under this section 8(a) during the Initial Termination Fee Period. In the event RITBA provides such termination notice, RITBA shall be obligated to pay to LES the Termination Fee upon the effective date of the termination. During such twelve (12) month period after notice, LES shall provide and be paid for the services set forth in this Agreement through the effective date of the termination.

2. The Termination Fee shall be due and owing and payable immediately on the effective date of termination. Any unpaid portion of the Termination Fee shall bear interest at the rate of five (5%) percent per annum until paid. The Termination Fee shall be reduced by an amount equal to any valid claim that RITBA may have against LES under this Agreement or otherwise. Thus, if RITBA terminates this Agreement under Section 8(c) for Cause, the Termination shall be reduced by the amount of damages that RITBA incurs by reason of the breach giving rise to Cause under Section 8(c) and subject to the limitations set forth in this Agreement.

3. The Parties acknowledge that Exhibit B (the Scope of Services) to the Agreement shall be amended by replacing the Exhibit B with the modified Exhibit B attached to this Third Amendment.

4. The Parties acknowledge that Exhibit C (the Compensation Schedule) to the Agreement shall be amended by replacing the Exhibit C with the modified Exhibit C attached to this Third Amendment.

5. Section 26 of the Agreement is amended to provide the following additional language: "RITBA may assign its rights and obligations under this Agreement, but any assignee shall confirm in writing that it is assuming all of the rights and responsibilities of RITBA, including the obligation to pay the Termination Fee. Further, if RITBA assigns or transfers ownership or operation of the Pell and/or Sakonnet Bridges to a third party, this Agreement will remain in full force and effect."

6. Upon the execution of this Agreement, the Interim Period as defined in Section 2 of the Second Amendment of the Agreement shall be extended to April 30, 2014. If a Restored Tolling Schedule is not finalized by April 30, 2014, then LES shall have right to terminate the Agreement and to continue the services with respect to the Pell Bridge for seven years from the date of termination. If during the term of the Agreement the Tolling Schedule on the Sakonnet Bridge is materially changed, the Parties shall negotiate in good faith applicable revisions to the Agreement for a period equal to thirty (30) days following the change (the "Negotiation Period"). Such revisions may include new terms, conditions and service fees to be payable to LES following the Negotiation Period, as well as the modifications to or acceleration of all or a portion of the Termination Fee. If the Parties are unable to reach applicable agreements on or before the end of the Negotiation Period, then LES shall have the right to terminate the Agreement with respect to the Sakonnet Bridge and be paid the applicable Termination Fee as set forth in the Agreement, and to continue with services with respect to the Pell Bridge.

7. The Parties agree that there are no further amendments to the Agreement. This amendment constitutes the entire amendment to Agreement with respect to the subject matter hereof. This Amendment is subject to all of the defined terms and all of the provisions of the Agreement, including the miscellaneous provisions of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

LAW ENFORCEMENT SYSTEMS, LLC

By: Michael Nickolas
Name: MICHAEL NICKOLAS
Title: CHAIRMAN + CEO

RHODE ISLAND TURNPIKE AND BRIDGE
AUTHORITY

By: David D.
Name: David D. Darlington
Title: CHAIRMAN

EXHIBIT B

SCOPE OF SERVICES

LES shall manage and make collections on the Assigned Receivables. The management and collection services to be provided hereunder shall include, but not be limited to, the following (all of which are collectively referred to as the "Collection Duties"):

- A. Receive data from RITBA and ITolls of electronic toll collections for Open Road Tolling (ORT) violators and All Electronic Toll (AET) transactions for billing. Data will be received by electronic means from the electronic capture of the vehicle passage through the Project(s), including, but not limited to, all electronic, digital, still and video data that is captured, including the date, time and speed of vehicle through the Project(s). The vehicle data shall already be in an electronic format;
- B. For the initial trip of a vehicle across one of the Bridges, requesting registered owner information from the relevant motor vehicle department, and upon return of registered owner data, mailing a First Notice to the Obligor(s) in the form prescribed by applicable law (or predicated upon rules or regulations adopted pursuant to such law) as well as interfacing with the Rhode Island Traffic Tribunal as part of the Collection Duties. For ORT violation data, the registered owner request will be made within 2 business days of receipt of ORT violation data. For AET video toll data, the registered owner request will be made within 2 business days after the expiration of the 14-day grace period following the AET trip;
- C. For subsequent ORT violations or AET transactions by a vehicle already noticed under subsection (B) above, no later than one month after the date of the first violation or video toll, requesting registered owner information from the relevant motor vehicle department, and upon return of registered owner data, mailing a consolidated Video Toll Bill to the Obligor(s) in the form approved by RITBA and, if applicable, as prescribed by the Rhode Island Traffic Tribunal as well as interfacing with the Rhode Island Traffic Tribunal as part of the Collection Duties;
- D. Pursuant to a mutually agreed upon collection strategy which includes fee application, collection mailings and outbound calling, provided that all of the notice language and business rules have been submitted to RITBA seven (7) days in advance of use and RITBA has reviewed and approved of such notice, which approval shall not be unreasonably withheld. The timeline for these notices and fee application will support a monthly billing cycle.
- E. Providing notice of intent to suspend or hold license or registration, if applicable;
- F. Providing license or registration suspension notice, if applicable;
- G. Providing DMV notification via electronic transmission of license or registration suspension, if applicable;

- H. Providing notice of intent to notify national driver registry for non-resident Obligor, if applicable;
- I. Providing notices to any driver registries, as applicable;
- J. Providing notice of pending credit bureau reporting;
- K. Providing credit bureau reporting monthly but no later than one hundred and eighty (180) days from first collection notice on all out-of-state Assigned Receivables;
- L. Providing notice of pending tax refund and lottery intercept activity;
- M. Filing tax refund and lottery intercept data with the appropriate agency if authorized by law;
- N. Providing outbound calling;
- O. Providing skip trace/location services;
- P. Providing inbound call handling including a toll-free phone number;
- Q. Providing return mail location processing;
- R. Establishing pay-by-web and pay-by-phone functionality to service the Assigned Receivables;
- S. Integrate with an automatic license plate recognition ("ALPR") provider to enforce scofflaw vehicles; however, the details of this program including the legal authority, business rules and compensation beyond data integration services will have to be further defined and negotiated;
- T. Ensuring that all Assigned Receivables that are collected are deposited to LES' segregated bank account and held in trust. No less than monthly LES shall transfer to RITBA's designated account all toll and violation proceeds net of LES' fees;
- U. Ceasing collections activity and notifying RITBA of any Assigned Receivables which are disputed by the motorist;
- V. Prepare, for RITBA's approval, violation processing, collection, and enforcement business plan including but not limited to notices, calling scripts and web based payment processing;
- W. Work with RITBA to develop interoperability agreements including participation in toll violation enforcement reciprocity agreements with other states for more efficient collection and enforcement;
- X. Provide RITBA with reports as follows:

1. Collections report delivered on the fifth (5th) business day of each month showing aggregate gross collections received by LES during the prior month;
 2. A data file delivered by the fifth (5th) business day of each month with the data fields required by RITBA;
 3. Any additional regular or one-off reports as agreed to by the Parties;.
- Y. LES shall not settle and/or compromise any Assigned Receivable for less than 100% of the outstanding balance, including any applicable interest, fees and/or costs without the consent of RITBA.
- Z. The construction of two (2) gantry facilities ("Facilities") to permit "All Electronic Tolls" for the Sakonnet Toll Bridge (the "Construction Site") in accordance with applicable law and subject to RITBA's plans, specifications and approval ("Plans"). Upon completion of construction of the Facilities or July 1, 2013, whichever is sooner, the Facilities shall immediately become the property of RITBA and all obligations to insure, operate and maintain the Facilities shall become the responsibility of RITBA. RITBA will look solely to the contractor to resolve issues after such turnover. RITBA shall provide LES and its contractors access to the site for purposes of constructing the Facilities at the Construction Site. The Parties executed an Acknowledgement dated May 31, 2013 that the gantries had been completed and are now the property of RITBA.
- AA. RITBA shall assign to LES all overflow images and LES shall provide overflow image review and processing services to RITBA in accordance with RITBA's business rules. "Overflow Images" shall be any AET or ORT images that have not been reviewed and processed by RITBA by the end of the third business day ("business day" to be given its standard meaning, i.e. not including, Saturdays, Sundays and legal holidays) following the day on which the ORT or AET trip occurred. RITBA shall take all actions necessary or appropriate to provide access to its image review and account management systems as necessary to allow LES to conduct such image reviews. LES shall be the sole and exclusive provider of services to RITBA with respect to overflow image review and processing services as well as the other services set forth on this Exhibit B and the Agreement.
- BB. LES shall be responsible for providing data connectivity from its facility to RITBA's systems with respect to the image reviews provided by LES to RITBA in accordance with subparagraph (AA) above. LES shall provide such data connectivity at its own cost and expense.
- CC. LES shall be solely responsible for outfitting the applicable facility with computer equipment necessary for its employees to perform image reviews utilizing RITBA's systems as described in subsections (AA) and (BB) above.
- DD. For occasional motorists, seasonal visitors, or motorists who do not wish to open an E-ZPass account, LES will create accounts for motorists to register their license plates. If an image of a registered plate is captured on the Newport Pell Bridge (as a potential violator) or the Sakonnet Bridge (initiating a video bill), the toll will be assessed against

the motorist's account at the E-ZPass toll rate. Detailed business rules will be agreed for the maintenance of these accounts, however, the Parties agree that motorists will be required to provide and maintain a valid credit card on file. At the end of the monthly billing cycle, the total toll amounts plus an account management fee will be charged to each motorist's credit card. If no tolls were incurred during the billing cycle, no account management fee will be assessed. A statement will be emailed to motorists with a record of all toll and payment activity during the month. Motorists who wish to receive a hardcopy of the statement in the mail will be charged an additional fee. LES shall remit on a monthly basis to RITBA all registered plate payments less the account management fees and any bank/merchant service credit card transaction fees. If a credit card transaction is rejected, the account will enter the collections process as outlined in this Agreement. Other business rules will be negotiated in good faith between the Parties, as necessary, with the objective of improving customer service, reducing duplicative work and minimizing operational costs including postage.

EXHIBIT C

COMPENSATION SCHEDULE

Effective April 1, 2014, LES shall receive the following compensation for providing the services in Exhibit B of this Agreement:

*for
invoicing
100,000 x
12 mo / 52 wks*

- A. For management of the Program LES shall receive a monthly fee to be comprised of the following: \$100,000 per month in relation to the Newport Pell Bridge, plus \$50,000 per month in relation to the Sakonnet River Bridge for so long as the Sakonnet River Bridge remains tolled.
- B. For each ORT violation, LES will receive no compensation, other than credit card convenience fees, for tolls paid within fourteen days. After fourteen days, LES will receive a contingency fee of 33% of all amounts collected according to this Agreement. For each ORT violation which is recalled, dismissed or suspended after assignment to LES not caused (directly or indirectly) by fault of LES, LES shall receive \$1.50. Notwithstanding the foregoing, LES shall provide to RITBA, on a going-forward basis, a credit of \$1.50 each for up to 3,500 recalled, dismissed or suspended ORT Violations ("Dismissals") with respect to the Newport Pell Bridge per month; however, any Dismissals in excess of 3,500 per month shall be paid in full and not credited.

This ORT compensation is based on the following fee schedule for each violation on the Newport Pell Bridge:

- Initial Violation (Day 1) \$5.00 per axle
- Second Notice (Day 15) \$40.00 plus applicable toll amount
- Third Notice (Day 45) \$75.00 plus applicable toll amount

- C. For each AET toll transaction, LES will receive no compensation, other than credit card convenience fees, for tolls paid within a fourteen-day grace period. After the fourteen-day grace period, a \$2.00 administrative fee will be added to each trip. For payments received after this fourteen-day grace period, LES will receive the \$2.00 administrative fee. For payments received after the mailing of a Second Notice, LES will also receive a contingency fee of 33% of all receivables collected net of the \$2.00 administrative fee. For each AET toll transaction which is recalled, dismissed or suspended after fourteen days of assignment to LES (i.e., after the expiration of the grace period), LES shall receive \$1.50. Notwithstanding the foregoing, LES shall not be entitled to \$1.50 payments pursuant to this Subsection C resulting from AET violations which are recalled, dismissed or suspended after assignment to LES during the period of April 1, 2014 to July 1, 2014.

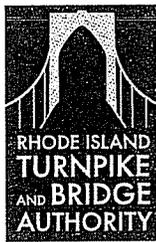
This AET compensation is based on the following fee schedule for each video billing transaction on the Sakonnet River Bridge:

- AET Transaction (Day 1) Toll Amount (\$3.75) during grace period
- Initial Notice (Day 15) Toll + \$2.00 video billing surcharge (\$5.75)
- Second Notice (Day 45) \$11.50
- Third Notice (Day 75) \$23.00

- D. Provided that LES perpetually uses commercially reasonable efforts to reduce US postage costs, LES shall be entitled to reimbursement for actual US postage costs incurred by LES and associated with mailing ORT and AET notices to motorists. This amount may be subtracted from the Assigned Receivables payments to be made to RITBA.
- E. A customer-paid convenience fee for each ORT violation or AET video toll paid online or using the IVR, which will not exceed \$5.00. For AET transactions paid during the fourteen-day grace period, the credit card convenience fee will be \$1.00. LES will notify RITBA of the amount of the convenience fee at least seven (7) days in advance, and the convenience fee will be clearly disclosed to the customer during the transaction prior to the fee being assessed. LES will be responsible for paying all credit card transaction fees out of this convenience fee.
- F. For overflow image review services, LES will receive \$0.75 for each plate image processed.
- G. For registered license plate accounts, LES will retain the account management fee collected from each account. For motorists who receive a statement via email, this monthly fee will be \$5.00. For motorists who request a statement in the mail, this monthly fee will be \$10.00. No statements will be delivered and no account management fees will be assessed unless the registered vehicle incurs at least one trip in the monthly billing cycle. If a credit card transaction is rejected, the account will enter the collections process and LES will receive the same compensation as it would above if the plate had not been part of a registered plate account.
- H. Within 60 days of execution of this Agreement, LES shall receive \$2,000,000.
- I. For Open Road Tolling "Amnesty" Violations (violations between June 22, 2012 and August 1, 2012) and for Gated Toll "Amnesty" Violations (violations between July 1, 2012 and August 1, 2012), a contingency fee of 25% of all amounts collected according to this Agreement.

LES shall be responsible to pay all of its own expenses and costs and shall have no right of reimbursement from RITBA other than the compensation above. LES shall remit to RITBA on a monthly basis all of RITBA's tolls and fees net of LES' compensation as noted in this Exhibit.

The compensation in this Exhibit represents the full compensation to which LES is entitled and replaces any compensation to which LES was entitled under prior agreements or amendments between LES and RITBA.



Rhode Island Turnpike and Bridge Authority

One East Shore Road | P.O. Box 437 | Jamestown, Rhode Island 02835-0437

May 8, 2015

Mr. Michael Flaherty
President and Chief Executive Officer
Duncan Solutions, Ltd
633 West Wisconsin Avenue
Suite 1600
Milwaukee, Wisconsin 53203

Re: Rhode Island Turnpike and Bridge Authority; Master Servicer Agreement dated August 6, 2012 by and between the Rhode Island Turnpike and Bridge Authority ("RITBA") and Law Enforcement Systems, LLC ("LES"), as amended ("Servicer Agreement")

Dear Mr. Flaherty,

I am writing to confirm the agreement reached between RITBA and LES with respect to the Servicer Agreement.

1. **Separation Agreement:** The Servicer Agreement shall terminate effective September 30, 2016 ("Transition Date"). RITBA may, at its sole discretion, extend the Transition Date on a month-to-month basis by providing written notice to LES on or before September 1, 2016. Until the Transition Date, LES shall continue to perform the services set forth in the Servicer Agreement.
2. **Monthly Fee:** Prior to June 1, 2015, LES shall bill and be paid amounts pursuant to the Servicer Agreement as in effect. Effective June 1, 2015, RITBA will continue to pay LES a monthly fee of \$100,000 per month until the Transition Date. LES agrees that effective June 1, 2015 the contingency fee provided for in the Servicer Agreement shall be 25% of collected amounts until the Transition Date. LES shall be able to continue to collect convenience fees and other fees directly from violators. The payments and other duties of RITBA outlined and provided for in

this letter agreement shall be in lieu and in full substitution of any and all payments and other duties to which LES may have otherwise been owed under the Servicer Agreement from RITBA.

3. Expenses: Effective June 1, 2015, RITBA shall no longer reimburse LES for postage costs or overflow review services.
4. Transition of Services: The parties share a common interest in ensuring that there is continuous service and a seamless transition. LES agrees to work cooperatively and to provide information and data necessary for RITBA's collection operations.

If this letter accurately reflects the parties' agreement, please return an executed copy of this letter to my attention.

Sincerely,



Earl J. Croft, III
Executive Director

Assented and agreed to this 14 day of MAY, 2015.

Law Enforcement Systems, LLC



By: Michael Flaherty
Its: President and Chief Executive Officer

Assented and agreed to this 8th day of May, 2015.

Rhode Island Turnpike and Bridge Authority



By: Earl J. Croft, III
Its: Executive Director