

EXHIBIT

"A"

October 8, 2015

Mr. Michael Flinn, CEO
Redflex Traffic Systems, Inc.
23751 North 23rd Avenue
Phoenix, AZ 85027
Attention: Program Management

Re: Termination Notification of a City of Round Rock Agreement with
Redflex Traffic Systems, Inc. dated May 26, 2011

Dear Mr. Flinn:

This correspondence shall serve as notice from the City of Round Rock, Texas (the "City") that the above-referenced City of Round Rock Agreement for a Digital Photo Red Light Enforcement System and Program (the "Agreement") with Redflex Traffic Systems, Inc. shall terminate December 31, 2015.

Pursuant to Section 4.2 of the Agreement, the initial term of the Agreement is for sixty (60) months from the date of the first citation in the system, with the option of parties renewing the Agreement for two additional successive twelve (12) month terms. Section 11.1.1 allows for termination for convenience at any time during the term of the Agreement as follows:

"The City shall have the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) calendar days' written notice to Redflex. Mailing of such notice shall be equivalent in all respects to personal notice and shall be deemed to have been given at the time of mailing.... The City shall pay to Redflex, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the effective date of termination for convenience, all in accordance with the terms of this Agreement."

Section 11.1.2 of the Agreement requires the City in the event of termination for convenience, to make certain reimbursements to Redflex for outstanding Installation Fees. The City has fulfilled the reimbursement requirements set forth in Section 11.1.2.

Should you have any questions or feel the need to discuss this matter further, please do not hesitate to contact me.

Sincerely,

Laurie Hadley
City Manager