

**FIRST AMENDMENT TO THE
PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT ("Amendment") is made and entered into this 30 day of May, 2013 ("Effective Date"), by and among Cassidian Communications, Inc. ("Cassidian Communications") and the Lexington-Fayette Urban County Government ("LFUCG") and Lexington-Fayette Urban County Airport Corporation ("Airport"). LFUCG and the Airport may be individually or collectively referred to herein as the "Customer." Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement (as defined below).

RECITALS

A. WHEREAS, Cassidian Communications and Customer entered into that certain Purchase Agreement dated May 17, 2012 ("Agreement"), whereby Cassidian Communications agreed to provide Customer a new 800 MHz digital simulcast trunked radio network compliant with the Association of Public Safety Communications Officials (APCO) Project-25 standards ("System").

B. WHEREAS, to improve the survivability of the Blue Grass Airport Dispatch Center in the event the connection to the System is lost, Airport desires to purchase an IP Based Dispatch Console VPGate ("VPGate") for the Blue Grass Airport Dispatch Center to be installed on the same computer supporting the Avtec Scout Console Application;

C. WHEREAS, Cassidian Communications provided the Cost Proposal LEX-PRO-ESQ-00004-01-01 for the VPGate, attached hereto and incorporated herein as Exhibit A ("VPGate Proposal");

D. WHEREAS, Airport desires to purchase the VPGate in accordance with the VPGate Proposal and has memorialized such desire in the Project Change Notice, attached hereto and incorporated herein as Exhibit B ("Change Notice");

E. WHEREAS, in addition, Cassidian Communications and Customer desire to accommodate and allow any additional state agency, county, city, governmental entity and other subdivision of the Commonwealth of Kentucky or public agency thereof, to purchase equipment and licensing of software on the negotiated terms and conditions of the Agreement for purposes of joining the existing System as set forth in the Agreement;

F. WHEREAS, in accordance with Section 8 of the Agreement, Customer and Cassidian Communications desire to memorialize the Change Notice and amend the Agreement consistent with the foregoing to provide an additional VPGate for the Blue Grass Airport Dispatch Center, and provide for other changes to the Agreement, all on the terms and conditions as set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Cassidian Communications hereto agree as follows:

1. VPGate.

(a) Scope. Cassidian Communications shall supply and install the VPGate for the Blue Grass Airport Dispatch Center in accordance with the VPGate Proposal. The VPGate Proposal is hereby added and incorporated into the Agreement. For the sake of clarity, each portion of the Services provided in the Agreement shall be amended to include each respective portion of the services to be provided in the VPGate Proposal.

(b) Price. Section 2(A) of the Agreement shall be deleted in its entirety and replaced with the following:

The total price for the System shall be in an amount not to exceed \$5,009,997 ("System Price"). LFUCG shall pay \$4,584,290 of the System Price and the Airport shall pay \$425,707 of the System Price. LFUCG and the Airport shall only be liable for their respective portion of the System Price. The total price for the Limited Maintenance Services shall be in an amount not to exceed the amount as provided in Section 2(B)(2) ("Limited Maintenance Services Price"). The total price for the Extended Warranty Services shall be in an amount not to exceed the amount as provided in Section 2(B)(3) ("Extended Warranty Services Price"). LFUCG shall pay Limited Maintenance Services Price and Extended Warranty Services Price, if ordered, as stated in Section 2(B) herein.

(c) System Price – Payment by the Airport. Section 2(B)(1)(b) of the Agreement shall be deleted in its entirety and replaced with the following:

Cassidian Communications shall invoice the Airport for its portion of the System Price and payment shall be due from the Airport as follows:

\$126,806 upon all signatures to this Agreement; Payment due 30 days after receipt of invoice;

\$150,760 upon Completion of Factory Staging; Payment due 30 days after receipt of invoice;

\$148,141 upon Final System Acceptance; Payment due 90 days after receipt of invoice.

2. Scope of the Agreement. A new paragraph shall be added to Section 1 of the Agreement as follows:

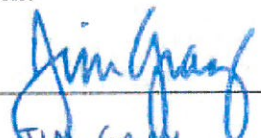
This Agreement shall constitute a price agreement between Customer and Cassidian Communications and the Hardware and licensing of Software provided herein shall be made available for purchase by any state agency, county, city, governmental entity and other subdivision of the Commonwealth of Kentucky or public agency thereof, public authority, public educational, health,

or other institution, for the sole purpose of joining the System in accordance with all terms and conditions specified herein.

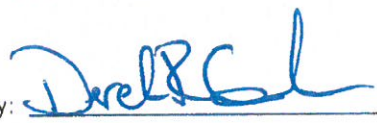
3. Conflict/No Other Modifications. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date.

Lexington-Fayette Urban County
Government

By: 
Name: JIM GRAY
Title: MAYOR

Cassidian Communications, Inc.

By: 
Name: Derek R. Gamble
Title: Legal Counsel

Lexington-Fayette Urban County Airport
Corporation


By: 
Name: Eric J. Frankel
Title: Executive Director

EXHIBIT A

Proposal Modifications



BLUE GRASS AIRPORT						
Part Number	Description	Qty	Cassidian List Price	Cassidian Discount	Cassidian Discounted Unit Cost	Cassidian Discounted Extended Cost
IP Based Dispatch Console for Blue Grass Airport Police						
ACCNET-JKB-SING	Headset/handset jack box (single jack), Scout or DSPatchNET VoIP Console Media Workstation	3	\$656	10%	\$590	\$1,771
SFW-VPG-L1-NR	NON-REDUNDANT VPGate Software License for a maximum of 40 endpoints; up to 20 may be "B" Licenses, Version 1.x. Includes CPS software license.	1	\$11,900	10%	\$10,710	\$10,710
SFW-VPG-P25-10-NR	NON-REDUNDANT Supplementary VPGate P25 endpoint license, requires SFW-VPG-XXXX. Supports up to 10 conventional P25 endpoints.	1	\$17,500	10%	\$15,750	\$15,750
Professional Services						
Installation.						
No additional charge.						\$0
TOTAL Remote Blue Grass AP Console Additional Equipment and services						\$28,231

The following notes will apply to this quotation:

1. Unless otherwise noted, price assumes work will be completed in conjunction with the project installation included in Purchase Agreement R264-2012.
2. Pricing reflects inclusion of Warranty Services support for 1 year (year 1) after system acceptance including software maintenance, hardware maintenance, care management, 24/7 helpdesk and On-site maintenance.
3. Pricing includes software support for years 2 and 3.
4. Pricing valid for 30 days.

**FIRST AMENDMENT TO THE
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EXHIBIT B**

Change Notice

[To Be Attached]



PROJECT CHANGE NOTICE

To: Lexington-Fayette Urban County Airport Corporation Blue Grass Airport 4000 Terminal Drive, Suite 206 Lexington, KY 40510 ATTN: Scott Lanter, Director of Public Safety & Operations	CR Date:	June 13, 2012
	Cassidian CR #	007
	Project Name:	Lexington
	Purchase Order #:	Agreement R264-2012
	Cassidian Originator:	Peter Ungar
	Cassidian Project Mgr:	Greg Senter

DESCRIPTION OF CHANGE

Provide additional VP Gate for Blue Grass Airport

NEED & NECESSITY

To improve the survivability of the Blue Grass Airport Dispatch Center in the event the connection to the COR[®] system is lost.

The originally proposed configuration was for the Blue Grass Airport Dispatch Console to operate off the VP Gates being deployed at the LFUCG PD HQ. During the TEM's (Technical Exchange Meetings) discussions about failure modes, it was discussed that in the event the Fiber Connection to the Blue Grass Airport Multicast Site / Dispatch Center failing for whatever reason, the connection to the VP Gate at LFUCG PD HQ would be lost negatively impacting the operations of the Blue Grass Airport Dispatch Center, particularly with the Blue Grass Airport Dispatch Console using the Blue Grass Airport Multicast Site Channels. It was discussed that implementing a VP Gate locally at the Blue Grass Airport Dispatch Center, on the same computer housing / supporting the Avtec Scout Console Application would improve the survivability of the Blue Grass Airport Dispatch Center.

IMPACTS

Technical Impact to Specifications, Performance or Operational Requirements:

In the event of the Fiber Connection Failure, for whatever reason, the Blue Grass Airport Dispatch Operations would continue as normal, in that Blue Grass Airport Dispatch Operations would use the Local (Blue Grass Airport) VP Gate instead of the LFUCG PH HQ VP Gates. If the Blue Grass Airport Dispatcher needed to contact LFUCG PD, they would use the CSR (Control Station Radio) associated with that Console Position.

The overall Technical Impact of the additional Blue Grass Airport VP Gate is an improvement of the reliability and survivability of the LFUCG / Blue Grass Airport COR[®] System.



Impact on Project Schedule and Potential Mitigation Steps:

No schedule impact.

Impact on Project Cost and Potential Mitigation Steps:

\$28,231 cost impact to Blue Grass Airport as reflected in the attached quotation, LEX-PRO-ESQ-00004-01-01

Payment to be divided among the two remaining Airport milestone payments pursuant to Section 2 of the Purchase Agreement R264-2012 made on May 17, 2012 between LFUCG, Airport, and Cassidian Communications.

Customer Acceptance Signature Approvals:

Authorized by: 

Printed name: Eric Frankel

Date: 9-28-12