



SUPPLEMENTAL AGREEMENT NO. 1 TO ASSIGNMENT AND ASSUMPTION AGREEMENT

GMX PROCUREMENT/CONTRACT NO.: GMX-14-03-C

GMX WORK PROGRAM NO.: N/A

GMX PROJECT/SERVICE TITLE: SYNERGY AUTOMATED/MANUAL IMAGE REVIEW SYSTEM

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO ASSIGNMENT AND ASSUMPTION AGREEMENT (this "SA #1") is made and entered into this 29th day of December, 2025 (the "Effective Date" or "Assignment Date"), by and between the *Greater Miami Expressway Agency* ("GMX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, existing under Florida Statutes Chapter 348, Part I, as amended, acting by and through its Governing Board, and *Q-Free America, Inc.*, (the "Contractor" or "Assignee"), a for-profit Virginia corporation, located at **1420 Kristina Way, Suite 102, Chesapeake, VA 23320** and duly authorized to conduct business in the State of Florida, Federal I.D. No. **45-4337530** (collectively, referred to herein as the "Parties" to this SA #1).

WITNESSETH

WHEREAS, the Agency (then known as the Miami-Dade Expressway Authority ("MDX") and *Q-Free America, Inc.* entered into a Professional Services Agreement dated September 20th, 2013, MDX Procurement/Contract No. **MDX-14-03**, for *a software system for the electronic and manual review of toll images through its Synergy System* (the "Services"); and

WHEREAS, on February 28th, 2017, MDX and *Q-Free America, Inc.* entered into an Assignment and Assumption Agreement where *Open Roads Consulting, Inc.* was assigned, and assumed, all such rights and obligations under the Original Agreement, inclusive of amendments one (1) through five (5), collectively referred to as the "Assigned Contract," and a new contract, MDX Procurement/Contract No. **MDX-14-03-B**, was issued; and

WHEREAS, on June 1st, 2023, MDX and *Open Roads Consulting, Inc.*, subsequently entered into an Assignment and Assumption Agreement where *Q-Free America, Inc.* was assigned, and assumed, all such rights and obligations under the Assigned Contract inclusive of Supplemental Agreements one (1) through two (2), which were accepted by the Agency, and a new contract, MDX Procurement/Contract No. **MDX-14-03-C**, was issued to reflect that assignment; and

WHEREAS, during the 2023 Regular Legislative Session, the Florida Legislature clarified the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County. (*348.03031(1), Fla. Stat.*); and



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WHEREAS, the Legislature clarified the authority of GMX and dissolved MDX (*Chapter 2019-169, Laws of Florida; 348.03031(4), Fla. Stat., and 2019-169, Laws of Florida*).

NOW THEREFORE, in accordance with Section 8.3 *Approval Authority of Agreements and Supplemental Agreements* of the GMX Procurement Policy, incorporated herein and in consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. All references to "Miami Dade County Expressway Authority and/or MDX" are hereby dissolved and replaced with **Greater Miami Expressway Agency** and/or **GMX**.
3. MDX Procurement/Contract No. **MDX-14-03-C** is hereby replaced with GMX Procurement/Contract No. **GMX-14-03-C**.
4. MDX Project/Service Title: **SYNERGY AUTOMATED/MANUAL IMAGE REVIEW SYSTEM** is hereby replaced with GMX Project/Service Title: **SYNERGY AUTOMATED/MANUAL IMAGE REVIEW SYSTEM**
5. The defined terms used herein, unless otherwise defined in this SA #1, shall have the meanings ascribed to them in the Contract Documents.
6. Except as expressly provided herein, all of the terms, conditions, covenants, agreements, and understandings contained in the Contract Documents shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.
7. This SA #1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this SA #1. Wherever the terms of this SA #1 and the terms of the Contract Documents are in conflict, the terms of this SA #1 shall govern and control.
8. The Parties hereby agree the consideration expressed in this SA #1, that the monetary sum(s) agreed to herein constitute a full and complete settlement of all the matters relating to and set forth herein, including, but not limited to, all direct costs for equipment, manpower and materials, as well as indirect costs, expenses and profit (inclusive of overhead of any kind) and delay damages relating to the issues set forth in this SA #1. The settlement outlined herein is limited to and applies only to any claims arising out of or on account of the matters described and set forth in this SA #1, which constitutes the totality of SA #1.

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Supplemental Agreement No. 1 to Assignment and Assumption Agreement

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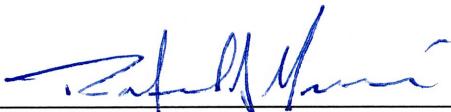
Initials (Contractor)



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IN WITNESS WHEREOF, the Parties have caused this SA #1 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

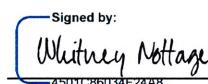
GREATER MIAMI EXPRESSWAY AGENCY

By: 

Rafael S. Garcia

Executive Director/CEO

Q-FREE AMERICA, INC.

By: 

Whitney Nottage

Signed by:

Signature of Authorized Officer

Whitney Nottage

Print Name of Authorized Officer

Chief Executive Officer

Title of Authorized Officer