

FOURTH AMENDATORY AGREEMENT

THE FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **INTEGRAL RECOVERIES, INC.**, a Colorado corporation, with its principal place of business located at 750 W. Hampden Avenue, Suite 501, Englewood, Colorado 80110 (“Contractor”).

RECITALS

A. The City retained Contractor by an Agreement dated February 3, 2012 to provide professional services to assist the Denver County Court (the “Court”) with collection of fines, costs, and fees owed by defendants who have failed to timely pay the Court, which Agreement was amended by the Amendatory Agreement dated February 20, 2013, the Second Amendatory Agreement dated December 20, 2013, and the Third Amendatory Agreement dated December 2, 2014 (collectively, the “Agreement”).

B. The City and Contractor wish to amend the Agreement to extend its term and increase the total compensation for Contractor as follows:

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

1. Section 3 of the Agreement, entitled “**TERM**,” is amended to read as follows:

“**3. TERM**: The term of the Agreement is from February 3, 2012 and will expire February 3, 2017 (the “Term”). Subject to the Court’s prior written authorization, Contractor shall continue all Services for a period of sixty (60) days for accounts referred to Contractor before expiration of the Term but that remain unpaid, in whole or part, with all terms of the Agreement remaining in full force and effect until one hundred twenty days (120) days from the date of the Court’s prior written authorization.”

2. Section 4 entitled, “**COMPENSATION AND PAYMENT**,” Subparagraph (d)(1) of the Agreement, entitled “**Maximum Contract Amount**,” is amended as follows:

“(d) **Maximum Contract Amount; Appropriations:**

(1) Maximum Contract Amount: Notwithstanding any other provision of the Agreement, the City is not liable for payment for Services rendered and expenses incurred by Contractor for any amount in excess of **Three Million Seven Hundred Twenty Thousand and 00/100 Dollars (\$3,720,000.00)** (the “Maximum Contract Amount”). Compensation for Services will be derived solely and exclusively from monies paid to the City directly and proximately resulting from Contractor’s successful collection of debts owed to the City. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by

Contractor beyond that specifically stated in the Agreement, including Exhibit A. Any services performed beyond those duly authorized pursuant to the Agreement are performed at Contractor's risk and without authorization under the Agreement."

3. The following clause shall be added to the Agreement as a new Section 36:

"**36. COURT REFER CASES:** The Contractor agrees that it shall refer any inquiries regarding Juvenile Cases to the Denver County Court and may only provide the Case Number to the defendant in each case."

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

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