

AMENDATORY CONTRACT

THIS AMENDATORY CONTRACT is made and entered into, effective as of the date set forth on the City’s signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and **FERKAM, INC.**, a Colorado corporation, **d/b/a EXTREME TOWING AND RECOVERY** with an address of 2201 Clinton Street, Aurora, Colorado 80010 (“Contractor”), collectively the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into an on-call Agreement for Towing Services dated September 7, 2011 to perform comprehensive towing services as ordered by the Denver Police Department, Denver Sheriff Department and Denver Right of Way Enforcement Department and to perform towing and specified servicing of City-owned vehicles as ordered by the Fleet Maintenance Department or other City agencies (“Agreement”);

WHEREAS, the Parties desire to amend the Agreement to extend the term and increase the maximum compensation to the Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 4 of the Agreement entitled “**TERM OF AGREEMENT**” is hereby amended to read as follows:

“4. TERM OF AGREEMENT. The term of the Agreement shall commence on August 1, 2011 and will expire on July 31, 2015, subject to the termination provisions of Article 8 (“Term”).”

2. Article 6(D)(1) of the Agreement entitled “**Maximum Contract Amount**” is hereby amended to read as follows:

“D. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A** shall in no event exceed the sum of **SIX MILLION TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$6,250,000.00)**, unless this Agreement is modified to increase such amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The City is not obligated to execute any other agreements or any amendments for any

further services, including any services performed by the Contractor beyond those specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under this Agreement”

3. This Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

[SIGNATURE PAGES FOLLOW]