SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **STAR TELECOMMUNICATIONS, INC.**, a Colorado corporation, doing business at 7717 West 6ᵗʰ Avenue, Unit B, Lakewood, Colorado 80214 (the "Contractor"), collectively "the Parties."

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated May 01, 2013, and a Revival and Amendatory Agreement on November 6, 2014 (the "Agreement"), to provide telecommunication cabling and service technicians for the City's Technology Services Department; and

WHEREAS, the Agreement, will expire by its terms on October 10, 2017; and

WHEREAS, the City has determined to extend the agreement and provide additional compensation for the additional Term.

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

1.   Article 3 of the Agreement entitled "TERM" is amended to read as follows:

"**3. TERM:**
        a.   **Initial Term.**   The Agreement will commence on May 1, 2013 and will expire on October 10, 2017 (the "Initial Term.")
        b.   **Renewal Terms**.   The City shall automatically renew the Initial Term for up to two (2) additional one-year terms subject by appropriation of sufficient amounts for the subsequent year by City Council. The first Renewal Term shall be from October 11, 2017 to December 31, 2018 and the second Renewal Term shall be from January 1, 2019 to December 31, 2019 (each an "Annual Renewal.")
        c.   **Renewal Procedures; Non-Renewal**.   The Maximum Payment shall be payable only if funds are appropriated by the City Council and for which an encumbrance has been made in each year for the ensuing fiscal year. The option of the City to renew the Initial Term, or any subsequent Annual Term shall have been deemed to have been exercised upon the City making such appropriation and encumbrance for the next fiscal year. Absent any notice of non-appropriation or any notice delivered in accordance with this section the Agreement shall be deemed to have been renewed for the subsequent Annual

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Renewal Term. If such appropriation and encumbrance is not made for a future fiscal year, during which such Renewal Term occurs, then, the City shall be deemed to have failed to exercise its option to renew this Agreement for a subsequent Renewal Term, whereupon this Agreement will expire and terminate on the expiration date of the then current Initial Term or Renewal Term. It is expressly understood and agreed that if the City exercises its option to renew this Agreement for a Renewal Term, the City's obligation to make payments to the Contractor shall only extend to monies appropriated and encumbered for the purposes and amounts covered by this Agreement.

2.   Article 4(d)(1) of the Agreement entitled "**Maximum Contract Amount**" is amended to read as follows:

"**4. COMPENSATION AND PAYMENT:**

d. Maximum Contract Amount:
(**1**) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION FOUR HUNDRED NINETY NINE DOLLARS AND ZERO CENTS ($3,499,000.00)** (the "Maximum Contract Amount"). 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 described in **Exhibit A-1.** Any services performed beyond those in **Exhibit A-1** are performed at Contractor's risk and without authorization under the Agreement."

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

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL   **CITY AND COUNTY OF DENVER**

ATTEST:

                                            By_____

_____

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

                                            By_____

By_____

                                            By_____

Contract Control Number: TECHS-201310423-02

Contractor Name: STAR TELECOMMUNICATIONS INC

By: _Janette Dindinger-Mert_

Name: _Jeanette Dindinger – Martinez_
      (please print)

Title: _President_
      (please print)

ATTEST: [if required]

By: _____

Name: _____
      (please print)

Title: _____
      (please print)