AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **CEDAR CRESTONE, INC.**, a Delaware corporation, with an address of 1255 Alderman Drive, Alpharetta, GA 30005 (the "Consultant"). Each party may be individually referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated December 18, 2007, relating to contracting with a professional IT staffing provider for the City's supplemental IT staffing needs (the "Agreement"); and

WHEREAS, the Agreement, expired by its terms on August 31, 2010; and

WHEREAS, rather than enter into a new contract the Parties wish to revive, and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement to extend the term and update certain insurance language; and

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

1.   Article 2 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"**2.   TERM**: The term of the Agreement is from September 1, 2007 through June 30, 2011, unless terminated earlier pursuant to the provisions of this Agreement."

2.   That article 12(B) entitled "**Proof of Insurance**" of the Agreement is hereby amended to read as follows:

"**12.   INSURANCE**:

B.   **Proof of Insurance**: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant certifies that the attached certificate of insurance (preferably an ACORD certificate of insurance) complies with all insurance requirements of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements."

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendatory Agreement as of the day and year first written above.

ATTEST:

By: _____
    STEPHANIE Y. O'MALLEY,
    Clerk and Recorder, Ex-Officio
    Clerk of the City and County of Denver

CITY AND COUNTY OF DENVER:

By: _____
    M A Y O R

RECOMMENDED AND APPROVED:

By: _____
    Chief Information Officer

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
    Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
    Manager of Finance
    Contract Control No. OC73075(1)

By: _____
    Auditor

"CITY"

CEDAR CRESTONE, INC.

Taxpayer (IRS) I.D. No. _58_ - _2548193_

By: _____

Name: _FAUL SIMMONS_
    (please print)

Title: _EVP_

"CONTRACTOR"

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ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

MARSH USA INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534

402418--ALL-09/10

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Insurance Co Of Hartford	20478
INSURER B: Valley Forge Insurance Co	20508
INSURER C: N/A	N/A
INSURER D: Continental Casualty Company	20443
INSURER E: N/A	N/A

INSURED
THE CEDARCRESTONE GROUP, INC.
1255 ALDERMAN DRIVE
ALPHARETTA, GA 30005

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR	2098128082	04/01/2010	04/01/2011	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES(Ea occurrence)	$ 1,000,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GENERAL AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ INCL IN GEN
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B D A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC2098127952 (AOS) WC2098128003 (CA) WC2098127918 (NJ)	04/01/2010 04/01/2010 04/01/2010	04/01/2011 04/01/2011 04/01/2011	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: PEOPLESOFT
CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT.
GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES INCLUDE A WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	SEA-001552699-02	CANCELLATION

CITY & COUNTY OF DENVER
ATTN: PAM HENDERSON
TECHNOLOGY SERVICES OPERATIONS
201 WEST COLFAX
3.E.3-30
DENVER, CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Kathleen M. Parsloe

Kathleen M. Parsloe

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
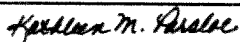
DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL INFORMATION

SEA-001552699-02

PRODUCER

MARSH USA INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534

402418--ALL-09/10

INSURED

THE CEDARCRESTONE GROUP, INC.
1255 ALDERMAN DRIVE
ALPHARETTA, GA 30005

INSURERS AFFORDING COVERAGE	NAIC #
INSURER F: N/A	N/A
INSURER G:	
INSURER H:	
INSURER I:	

TEXT

DIRECTORS & OFFICERS LIABILITY INCLUDING EMPLOYMENT PRACTICES LIABILITY
CARRIER: FEDERAL INSURANCE COMPANY
POLICY #: 82099069
EFFECTIVE DATES: 04/01/10 - 04/01/11
LIMIT: $10,000,000

CERTIFICATE HOLDER

CITY & COUNTY OF DENVER
ATTN: PAM HENDERSON
TECHNOLOGY SERVICES OPERATIONS
201 WEST COLFAX
3.E.3-30
DENVER, CO 80204

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