

THIRD AMENDATORY AGREEMENT

THE THIRD 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 May 30, 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 and the Second Amendatory Agreement dated December 20, 2013 (collectively, the “Agreement”).

B. The City and Contractor wish to amend the Agreement to extend its term for an additional year, increase the total compensation for the extended term, establish a performance criterion, and as otherwise set forth below.

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

1. Section 3 of the Agreement entitled, “**TERM**”, is amended by deleting the first sentence and replacing it as follows:

“**3. TERM**: The term of the Agreement is from February 3, 2012 and will expire February 3, 2016 (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) 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 **Two Million Nine Hundred Thousand and 00/100 Dollars (\$2,900,000.00)** (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. Except as amended in the Third Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

4. The Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

5. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Third Amendatory Agreement. The person or persons signing and executing the Third Amendatory Agreement on behalf of Contractor hereby warrants and guarantees that Contractor has fully authorized he or she or them to execute the Third Amendatory Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions in the Agreement as amended by the Third Amendatory Agreement set forth herein.

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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: COURT-201204950-03

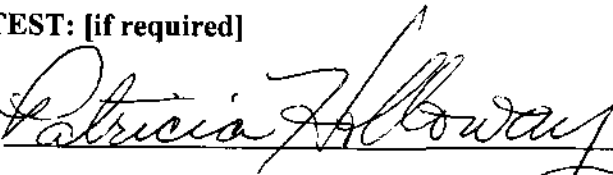
Contractor Name: Integral Recoveries, Inc

By: 

Name: Terry Boe
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: Patricia Holloway
(please print)

Title: Notary Public
(please print)

