

## **SECOND AMENDATORY AGREEMENT**

**THIS SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **FERKAM INC. dba EXTREME TOWING & RECOVERY** (“Contractor”), collectively the “Parties”.

### **RECITALS:**

**A.** The Parties entered into an agreement executed on or about August 4, 2016, and an Amendatory Agreement on January 10, 2017, (“Agreement”) for the exchange of certain obligation set forth in that Agreement, Exhibit A, and Exhibit B thereto.

**B.** The payment amount under the current Agreement is Six Million Dollars and No Cents (\$6,000,000.00)

**C.** Rather than enter into a new contract, the Parties desire to amend the Agreement to extend the term of the Agreement and to increase the maximum contract amount,, as set forth herein.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. **Section 4** of the Agreement entitled **TERM OF AGREEMENT** is amended to read as follows:

**4. TERM OF AGREEMENT:** The initial term of the Agreement shall commence on September 1, 2016 and expire on December 31, 2020.

2. **Section 6.** of the Agreement entitled **PAYMENT, subparagraph D.** is amended to read as follows:

**D.** Notwithstanding any other provision of this Agreement, in no event shall the City be liable for any amount in excess of the sum of **Seven Million One Hundred Thousand Dollars and Zero Cents (\$7,100,000.00)**. The Contractor acknowledges that the City is not obligated to pay for any services provided other than the Services, and

that any services provided or work performed in addition to the Services are performed and provided at Contractor's risk and without authorization under this agreement or obligation of the City. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered by the expending City agency upon receipt of the Contractor's invoice for the purpose of the Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple- fiscal year direct or indirect debt or financial obligation of the City.

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

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

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:** POLIC-201951333-02/ALF: 201627602-02  
**Contractor Name:** FERKAM INC

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

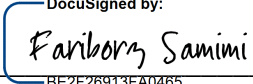
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

POLIC-201951333-02/ALF: 201627602-02  
FERKAM INC

By:   
BE2F26913FA0465...

Name: Fariborz Samimi  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)