

**SECOND AMENDMENT TO
SYSTEM MAINTENANCE AGREEMENT**

THIS **SECOND AMENDMENT TO SYSTEM MAINTENANCE AGREEMENT**, effective the ____ day of August, 2012, is made and entered into by and between **LEXINGTON CALL MOBILE, INCORPORATED**, a Kentucky corporation with offices located at 705 Werne Drive, Lexington, Kentucky 40504 (“LCM”) and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (“Lexington”).

WITNESSETH:

WHEREAS, the parties previously entered into a System Maintenance Agreement dated September 1, 2006 (the “Agreement”), under which LCM, a sole source provider, provides certain services related to Lexington’s 800 MHZ radio system; and

WHEREAS, the Agreement, was amended on or about August __, 2011 in order to provide for an additional term up to an including August 31, 2012; and

WHEREAS, the parties wish to as renew the agreement for up to an additional three (3) years of servicer under the same terms unless otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, LCM and Lexington agree as follows:

1. That subsections 3.1, 3.3 and 4.2 of the Agreement pertaining to renewal periods and the annual compensation price to be paid, as previously amended by the Amendment to Agreement, are hereby amended to provide for an additional year beginning September 1, 2012 and ending August 31, 2013 at a price of \$134,138.25, and the Agreement as previously Amended is otherwise amended as necessary to provide for these changes. In addition, the Government may exercise its option, pursuant to subsection 3.3, to extend the Agreement for up to two (2) additional periods of one (1) year each at the following prices:

September 1, 2013-August 31, 2014: \$ 138,162.40
September 1, 2014-August 31, 2015: \$ 142,307.27

2. In all other respects, except as specifically modified herein, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed and executed this Second Amendment to Systems Maintenance Agreement at Lexington, Kentucky the date and year first written above.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: _____
JIM GRAY, MAYOR

ATTEST:

Susan Lamb
Clerk of the Urban County Council

LEXINGTON CALL MOBILE, INCORPORATED

BY: _____
CHRISTOPHER C. DUNBAR
PRESIDENT

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

Subscribed, sworn to and acknowledged before me by Christopher C. Dunbar, as President of Lexington Call Mobile, Incorporated, on this the _____ day of August, 2012.

My commission expires: _____
NOTARY PUBLIC, STATE AT LARGE,

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