SECOND ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Landscape Maintenance Services)

This SECOND ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the "Second Addendum") is entered into and shall become effective as of the 1st day of September 2015 by and between the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and ELITE INDUSTRIES, INC., a Colorado corporation (the "Contractor"), collectively referred to herein as the "Parties".

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement* on January 1, 2014, which was amended by the *First Addendum to Independent Contractor Agreement*, dated April 7, 2015 (collectively, the "Agreement"); and

WHEREAS, the Agreement sets forth the Services to be completed under the Agreement; and

WHEREAS, the Parties desire the Contractor to perform additional services than those originally contemplated under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. ADDITIONS TO SCOPE OF WORK. The Parties hereby agree to add to the Agreement the services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Such additional services shall be performed in accordance with the fees set forth in Exhibit A of this Second Addendum.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This Second Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank].

IN WITNESS WHEREOF, the Parties have caused this Second Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GREATROCK NORTH WATER AND SANITATION DISTRICT

_____

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

_____

General Counsel to the District

CONTRACTOR:
ELITE INDUSTRIES, INC., a Colorado corporation

_____

Signature Page to Second Addendum to Independent Contractor Agreement for Landscape Maintenance Services with Greatrock North Water and Sanitation District, dated September 1, 2015

EXHIBIT A

ELITE INDUSTRIES

August 14, 2015

John Wyckoff
30134 E. 165th Ave
Brighton, CO 80603

Dear John,

Thank you for the opportunity to present you with this proposal for landscape services in consideration of your project located in Brighton, CO.

I. We propose to furnish the following materials and equipment to perform all labor necessary to complete the following work.

A. Clean debris and remove all woody vegetation (suckers) around ponds_____$ 1,560

I. Any damage we incur will be fixed at no cost in a timely fashion. Elite Industries is a licensed contractor covered with general liability insurance. All employees on site are covered with workman's compensation insurance. Certificates can be provided upon request.

The proposal shall remain open and valid for a period of at least for 15 days from the Proposal Date.

TOTAL JOB PROPOSAL PRICE: $ 1,560

RESPECTULLY SUBMITTED,

Mario Mendez
Elite Industries
General Manager
Cell: 970.213.8610
Office: 970.224.3900
Fax: 970.224.3906
Email: Mario@eliteindustriesinc.com

Our company is a proud member of

BBB

ASSOCIATED LANDSCAPE CONTRACTORS OF COLORADO