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 January 2016 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; and

WHEREAS, the Parties desire to revise the Compensation Schedule to reflect a change in the Contractor's rates.

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 additional 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 and shall be in addition to the Services set forth in the Agreement.

2. REPLACEMENT OF COMPENSATION SCHEDULE. The Parties hereby agree to revise the Agreement to replace the Compensation Schedule set forth in the Agreement with the Compensation Schedule set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Such Compensation Schedule set forth in this Second Addendum shall replace in its entirety the Compensation Schedule included in the Agreement.

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

4. 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

_____

Printed Name:_____

Title: _____

Signature Page to Second Addendum to Independent Contractor Agreement for Landscape Maintenance Services with Greatrock North Water and Sanitation District, dated January 1, 2016

EXHIBIT A

ADDITIONAL SERVICES AND COMPENSATION SCHEDULE

Additional Services: The following services shall be added to the Services set forth in the Agreement:

> The Contractor shall provide weed cutting services around the evaporation ponds and provide weed control along the edge of ponds. The Contractor shall apply Target Plus 6 at each District site in March, June and September.

Compensation Schedule: For the Services, including the additional services set forth above, the Contractor shall be compensated $10,850 per year, payable in equal monthly installments.