

EXTENSION AGREEMENT

This Extension Agreement ("Extension") is made and entered into this ___ day of _____, 2010 by and between the City and County of Denver ("City"), a municipal corporation of the State of Colorado, Waste Management of Colorado, Inc. ("Waste Management"), a Colorado corporation, and Recycled Materials Company, Inc. ("RMC") a Colorado corporation (collectively "the Parties")

WHEREAS, the Parties are parties to a Lease and Agreement dated June 16, 2000 *("Lease Agreement") wherein RMC has leased from the City those certain premises ("Premises") located in Arapahoe County, Colorado, consisting of approximately 25 acres, plus or minus, in size and located approximately one (1) mile east of Gun Club Road just south of the Yale Avenue line, all within the NE1/4 of Section 31, Township 4 South, Range 65 West of the 6th Principal Meridian; and,

WHEREAS, Waste Management has given its consent to the lease of the Premises to RMC; and,

WHEREAS, the parties wish to extend the term of the Lease Agreement and modify certain specific terms of the Lease Agreement.

Now therefore the Parties agree as follows:

1. Term. Section 2 of the Lease agreement is amended by extending the expiration date to December 31, 2011.

2. RENT AND FEE PAYMENT. Section 3 shall be amended to read as follows:

RMC shall pay "Rent" in two components: "Base Rent" and "Production Site Rental". Base Rent shall be Eight Thousand Dollars (\$8,000.00) per month paid in advance beginning on June 12, 2010.

Production Site Rental shall be paid monthly, in arrears, based

1) on the quantity of THE FOLLOWING-products sold on the Premises during the PREVIOUS month:

- Bituminous Pavement \$0.75/ton
- Ready Mixed Concrete \$0.70/cy; OR

2) ON MATERIALS FOR RECYCLING (RUBBLE) ENTERING THE GATE (PRIOR TO PROCESSING/RECYCLING) AT THE DENVER ARAPAHOE DISPOSAL SITE DURING THE PREVIOUS MONTH FOR THE FOLLOWING:

CONCRETE	5% OF INCOMING DISPOSAL AND ENVIRONMENTAL FEES AS CHARGED PER RMC GATE RATE
CONCRETE CONTAINING REBAR	
ASPHALT	

00-421-A

RMC shall provide Waste Management with an inventory of all recyclable material currently on the Premises by means of survey. The inventory shall be in tons and approved by Waste Management. RMI shall pay Waste Management \$0.05/ton for the inventory and such payment shall be made upon execution of this Extension Agreement.

In the event this agreement is terminated pursuant to Sections 14, 15, 16 (a) or 17 (a) and (b), then the Production Site Rental shall be based on the greater of the amount of product sold or the amount produced for the month in which the termination occurs and for each month thereafter that RMC continues to occupy the Premises. Costs of construction, installation and maintenance of infrastructure shall be calculated quarterly, in arrears, and deducted from the next quarter's Production Site Rental. RMC shall pay the Rent to City and Waste Management by a check to each due no later than the tenth day of the month. The Rent shall be apportioned to the City and Waste Management as follows:

- a. For the first \$80,000 of Rent to be paid in a year, RMC shall pay as rent to Denver fifty percent (50%) and as a user fee to Waste Management fifty percent (50%) of the Rent.
- b. For Rent in excess of \$80,000 in a year, RMC shall pay as rent to Denver sixty percent (60%) and as a user fee to Waste Management forty percent (40%) of the Rent.

All past due installments shall bear interest at a rate of 12% per annum compounded annually until paid.

3. All other terms and conditions contained in the Lease Agreement shall remain in full force and effect through out the extended term of the Lease Agreement.

4. Counterparts. This Extension shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

In Witness Whereof, this Extension is issued, and the terms contained herein agreed upon, as of the date first above written.

ATTEST:

City and County of Denver

STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk

of the City and County of Denver

By: _____
Mayor

RECOMMENDED AND APPROVED

By: *Nancy A. S.*
Manager of Environmental Health

Approved as to Form:

REGISTERED AND COUNTERSIGNED

By: _____
Assistant City Attorney

By: _____
Manager of Finance

By: _____
Auditor
Contract Control No. RC0Y007(1)

ATTEST

WASTE MANAGEMENT OF COLORADO, INC.

By: *[Signature]*
Title: *Asst. Secretary*

By: *[Signature]*
Title: *V.P.*

ATTEST

RECYCLED MATERIALS COMPANY

By: *[Signature]*
Title: *R.C.M.*

By: *[Signature]*
Title: *CEO*