

REVIVAL AND AMENDATORY AGREEMENT

THIS REVIVAL AND AMENDATORY AGREEMENT is entered into _____, 2010 by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **ARCHITECTURAL ENERGY CORPORATION**, a Colorado corporation with its principal place of business at 2540 Frontier Avenue, Suite 201, Boulder, Colorado 80301 (the "Consultant").

RECITALS

- A. The City and the Consultant entered into an Agreement dated April 29, 2008, to provide professional consulting services to assist the City in promoting the policies set forth in Chapter 2 of Executive Order 123, including those requiring that buildings constructed with city funds be Leadership in Energy and Environmental Design (LEED) certified, and Memorandum 123-C (the "Agreement").
- B. The Agreement expired by its terms on April 28, 2010.
- C. The City and the Consultant wish to revive the Agreement, and extend its term for an additional two years.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

- 1. Paragraph 1 of the Agreement is amended to read as follows:

"1. COORDINATION AND LIAISON: The City's Manager of Public Works ("Manager") is responsible for authorizing and approving the work performed under the Agreement. The Manager hereby designates the Project Manager as the Manager's authorized representative for the purpose of issuing a written Notice to Proceed and administering, coordinating, and initially approving the day-to-day work to be performed by the Consultant under the Agreement. If the Manager changes the designation, the Consultant will be notified of changes by written notice."
- 2. Paragraph 4 of the Agreement is amended to read as follows:

"4. TERM: The Agreement will commence on April 29, 2008 and will expire on April 28, 2012. Subject to the Manager's prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager."

3. Subparagraph d of Paragraph 5, entitled "**COMPENSATION AND PAYMENT**," is amended to read as follows:

"d. Maximum Contract Amount. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation may not exceed **NINE HUNDRED SIXTY THOUSAND and NO/100 DOLLARS (\$960,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond those specifically described in Exhibit A. Any services performed beyond those set forth in a duly approved NTP are performed at Consultant's risk and without authorization under the Agreement."

4. Subparagraph b of Paragraph 11, entitled "**INSURANCE**", is amended to read as follows:

"b. Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant certifies that the attached certificate of insurance (preferably an ACORD certificate of insurance) complies with all insurance requirements of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements."

5. Except as amended herein, the Agreement is revived, reaffirmed, and ratified in each and every particular.

6. This Revival and Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Revival and Ammendatory Agreement as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk
and Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: *Gregory D. ...*
Manager of Public Works

APPROVED AS TO FORM:
DAVID R. FINE
CITY ATTORNEY for the City and
County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Assistant City Attorney

Contract Control No. OC84005(1)

By: _____
Auditor

"CITY"

ATTEST: [If required by Corporate procedures]

ARCHITECTURAL ENERGY
CORPORATION
Taxpayer (IRS) I.D. No. 84-0876062

By: _____

By: *Laura Thompson*

Title: _____

Name: LAURA THOMPSON

(please print)
Title: General Manager

"CONSULTANT"

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DGNL9XCS

DATE (MM/DD/YYYY)
06/28/2010

PRODUCER
PARSH USA INC.
ONE STATE STREET
HARTFORD, CT 06103-3187

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance Co
INSURER B: Ins Co of the State of PA
INSURER C: Illinois National Ins Co.
INSURER D: Chartis Casualty Company
INSURER E: New Hampshire Insurance Co

INSURED
ARCHITECTURAL ENERGY CORPORATION
1540 FRONTIER AVENUE, SUITE 201
BOULDER, CO 80301

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SIR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02CSET10004 \$2,000,000 general aggregate per location/project \$10,000,000 policy general aggregate	04/01/2010	04/01/2011	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	02CSET10000 (A/O) 02CSET10019 (HI) Hartford Underwriters Ins	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	020342: NJ-393, CA-397 TX-394, FL-401, MULTI-396, OR-398 MN-395, MULTI-399,400	04/01/2010	04/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

AT WORKERS COMPENSATION (SIR 2.5MM) EXCESS COVERAGE - NATIONAL UNION FIRE INSURANCE CO - POLICY NO. 0910567
The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the commercial general liability policy and the business auto liability policy.

CERTIFICATE HOLDER

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
201 WEST COLFAX, DEPT. #611
DENVER, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

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James T. Haggerty