

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made _____
2010 (the "Effective Date") between the **CITY AND COUNTY OF DENVER**, a municipal
corporation of the State of Colorado (the "City") and **EXCEL ENVIRONMENTAL, INC.**, a
Colorado corporation, with its principal place of business located at 1852 Jasper Street, Unit E,
Aurora, Colorado 80011 (the "Contractor").

RECITALS

- A. The City and the Contractor entered into an Agreement dated November 17, 2009,
and an Amendatory Agreement dated October 12, 2010, concerning asbestos, lead-based paint
and mold abatement for the Department of Environmental Health's ("DEH") (the "Agreement").
- B. The parties wish to amend the Agreement to extend the term, and expressly provide
for demolition services as set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 12 of the Agreement, entitled "**MAXIMUM CONTRACT AMOUNT**", is
deleted and replaced in its entirety by the following provision:

"**12. MAXIMUM CONTRACT AMOUNT.** Notwithstanding any other
provision of the Agreement, the City's maximum payment obligation will
not exceed **ONE MILLION FOUR HUNDRED EIGHTY
THOUSAND (\$1,480,000)** (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 Contractor beyond
that specifically authorized in an NTP or Change Order thereto. Any
services performed beyond those set forth therein are performed at
Contractor's risk and without authorization under the Agreement."

2. Except as amended in the Second Amendatory Agreement, the Agreement is
affirmed, and ratified in each and every particular.

3. The Second Amendatory Agreement is not effective or binding on the City until it has
been fully executed by all signatories of the City and County of Denver, and if required by
Charter, approved by the City Council.

4. The Contractor assures and guarantees that it possesses the legal authority, pursuant
to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into
the Second Amendatory Agreement. The person or persons signing and executing the Second
Amendatory Agreement on behalf of the Contractor hereby warrants and guarantees that the
Contractor has fully authorized he or she or them to execute the Second Amendatory Agreement
on behalf of the Contractor and to validly and legally bind the Contractor to all terms,
performances and provisions in the Agreement as amended by the Second Amendatory
Agreement set forth herein.

5. The Second Amendatory Agreement may be executed in two (2) counterparts, each of
which is an original and together constitute the same instrument.

09-1133-B

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IN WITNESS WHEREOF, the parties have executed this Second Amendatory 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

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

RECOMMENDED AND APPROVED:

By: _____
Assistant City Attorney

By: _____
Manager, Department of Environmental
Health

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. OC91386(2)

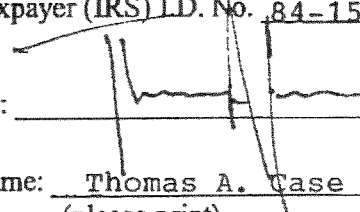
By: _____
Auditor

“CITY”

ATTEST: [If required by corporate procedures]

EXCEL ENVIRONMENTAL, INC.
Taxpayer (IRS) ID. No. 84-1558289

By: N/A

By: _____


Title: _____

Name: Thomas A. Case
(please print)

Title: President

“CONTRACTOR”