

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT
(405 South Platte River Drive)**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into effective as of July 30, 2015, by and between **MANOAH, LLC**, a Colorado limited liability company, whose address is 1400 Glenarm Place, Suite 100, Denver, Colorado 80202 ("Seller") and **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("Purchaser").

RECITALS

A. Seller and Purchaser are parties to that certain Purchase and Sale Agreement dated effective January 5, 2015 (the "Agreement"), whereby Seller has agreed to sell its interest in the property located at 405 S. Platte River Drive, Denver, Colorado 80223, as more particularly described therein (the "Property") and Purchaser has agreed to purchase such interest from Seller. Unless otherwise provided herein, capitalized words and phrases shall have the meanings specified in the Agreement.

B. Seller and Purchaser wish to amend the Agreement to provide for certain modifications more particularly hereinafter set forth.

C. The Denver Fire Department requires an additional water line and fire hydrant to make the building located on the Property usable for the Purchaser's intended use.

AGREEMENT

In consideration of the Agreement and the promises and agreements made in this Amendment, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser promise and agree as follows:

1. Purchase Price. The Purchase Price for the Property shall be the sum of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00).

2. Fire Water Line and Hydrant. **Exhibit B** of the Agreement shall be amended to include **Exhibit B-6**, attached hereto and incorporated herein by this reference.

3. Date of Closing. The Closing Date of the purchase and sale of the Property shall occur on October 1, 2015 at a time and place mutually agreed upon by the Parties.

4. Funds Escrowed at Closing. At the closing Seller shall escrow Four Hundred Thousand and 00/100 Dollars (\$400,000.00) with the Title Company from the proceeds of the sale of the Property to complete the Fire Water Line and Hydrant improvements described in paragraph 2 above. Once the Fire Water Line and Hydrant improvements are installed and approved in writing by Denver Water and the Denver Fire Department, Purchaser authorizes its

Director of the Division of Real Estate to execute any documents necessary to release the escrowed funds to Seller.

5. Effect. Except as specifically amended herein, the Agreement is hereby ratified and shall continue in full force and effect, unmodified except as expressly set forth herein.

6. Execution. This Amendment may be executed in any number of counterparts and, when counterparts of this Amendment have been executed and delivered by all parties as provided in this Section 4, this Amendment shall be fully binding and effective, just as if all the parties had executed and delivered a single counterpart of this Amendment. Without limiting the manner in which execution of this Amendment may be accomplished, execution by any party may be effected by facsimile transmission or delivery of a pdf of a signature page of this Amendment executed by such party. Any party who effects execution by facsimile transmission or delivery of a pdf of a signature page shall also promptly deliver to the other parties a counterpart physically signed by such party, but the failure of any party to furnish such physically-signed counterpart shall not invalidate the execution of this Amendment effected by facsimile transmission or delivery of a pdf. This Amendment shall not be binding upon or effective as to any of the parties unless and until it has been executed by all the parties and copies of all signature pages have been delivered to all parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of City and County of Denver

By: _____
Michael B. Hancock

Date: _____

APPROVED AS TO FORM:

D. SCOTT MARTINEZ, City Attorney
for City and County of Denver

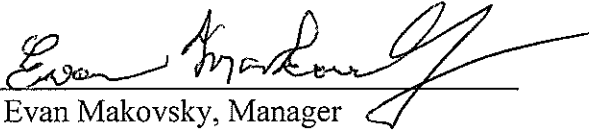
REGISTERED AND COUNTERSIGNED:

By: _____
Assistant City Attorney

By: _____
Cary Kennedy, Chief Financial Officer

By: _____
Timothy O'Brien, Auditor

MANOAH, LLC,
a Colorado limited liability company

By: 
Evan Makovsky, Manager