

AMENDATORY PURCHASE AND SALE AGREEMENT

THIS AMENDATORY PURCHASE AND SALE AGREEMENT (“Agreement”), made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado whose address is 1437 Bannock Street, Denver, Colorado 80202 (the "City" or “Seller”), and **INTEGRAL DEVELOPMENT, LLC**, a Georgia limited liability company whose address is 60 Piedmont Avenue, NE, Atlanta, Georgia 30303 (“Purchaser”).

WITNESSETH:

WHEREAS, the City and Purchaser entered into a Purchase and Sale Agreement dated December 12, 2012 for the sale by the City and purchase by Purchaser of City-owned property located at 1155 30th Street, in the City and County of Denver, which property is no longer in use and has been determined to be surplus property; and

WHEREAS, the parties now want to revive and amend such Purchase and Sale Agreement to provide for an extension of the Closing and to require additional Earnest Money.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, the parties agree as follows:

1. That the Due Diligence Period has ended.
2. That the amount of Earnest Money due under Section 2 of the Agreement be increased as follows: (a) such that the Forty Thousand Dollars (\$40,000.00) paid by Purchaser in April has been deposited with Land Title Guarantee Company and is hereby acknowledged by the City; (b) such that an additional One Hundred Thousand Dollars (\$100,000.00) shall be deposited payable to the Land Title Guarantee Company on May 15, 2013; and (c) further that an additional amount of Fifty Thousand Dollars (\$50,000.00) shall be deposited payable to the Land Title Guarantee Company on July 15, 2013. Each deposit shall be refundable only upon the conditions in Section 2 of the Agreement and shall be credited against the Purchase Price at Closing. The date of Closing shall be extended such that it shall be no later July 30, 2013, (“Closing”).
3. Purchaser consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or

enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

4. Except as herein amended, the Agreement, as previously amended, is revived, affirmed and ratified in each and every particular.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: FINAN-201206402-01

Contractor Name: Integral Development

By: *Eric Pinckney*

Name: Eric Pinckney
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

