

**SECOND AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Second Amendment**") is entered into effective October 21, 2019, by and between the URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY, COLORADO, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado ("**Seller**"), GREYHOUND PARK LLC, a Colorado limited liability company ("**Buyer**"), and CITY OF COMMERCE CITY, COLORADO, a home rule municipality under the laws of the State of Colorado ("**City**"). Seller, Buyer and City shall sometimes hereinafter be referred to individually as the "**Party**" and collectively as the "**Parties**."

RECITALS

A. Seller, Buyer and City are parties to that certain Purchase and Sale Agreement dated June 17, 2019 (the "**Agreement**"), relating to the sale and purchase of Blocks 3-13 of the Mile High Greyhound Park located in an urban renewal area in Commerce City, County of Adams, State of Colorado, as more particularly described therein (the "**Property**"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

B. The Parties wish to extend the period of time in which to obtain the final approval of the Design Guidelines, as more fully set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and obligations contained in the Agreement, the receipt of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part of this Second Amendment to the same extent as if set forth herein.

2. **Design Guidelines.** Buyer requests and Seller and City agree that the period of time in which Buyer shall obtain the final approval of the Design Guidelines as set forth in Section 17(b) of the Agreement be extended from the end of the Due Diligence Period until November 4, 2019.

3. **Authority.** Each Party represents and warrants that it has the power and authority to execute this Second Amendment and that there are no third party approvals required to execute this Second sAmendment or to comply with the terms or provisions contained herein.

4. **Headings.** The section headings herein shall have absolutely no legal significance and are used solely for convenience of reference.

5. **Counterparts and Facsimile.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed

to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile or email transmission.

[signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date above first written.

SELLER:

Commerce City Urban Renewal Authority, a Colorado body corporate duly organized and existing as an urban renewal authority

By: [Signature]

Name: Sean Ford, Chairperson

Date: 10-25-19

CITY:

City of Commerce City, a home rule city organized under the laws of Colorado

By: [Signature]

Name: Sean Ford, Mayor

Date: 10-25-19

ATTEST:

[Signature]
Laura J. Bauer, MMC, City



BUYER:

Greyhound Park LLC, a limited liability company

By: [Signature]

Name: Joseph Detotto

Its: Owner

Date: 10/25/19