

FIRST AMENDMENT TO REAL ESTATE CONTRACT

THIS FIRST AMENDMENT TO REAL ESTATE CONTRACT ("**Amendment**") is made as of the _____ day of _____, 2025, between the **City of Olathe, Kansas**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the first class (the "City" or "Seller"), and **CB Olathe Holdings, LLC**, a Kansas limited liability company, or assigns (the "Developer" or "Buyer", and together with the City, the "Parties").

WHEREAS, the City and Developer entered into that certain Real Estate Contract effective as of April 14, 2025 (the "**Contract**") relating to the acquisition and development of certain property described therein, located in Olathe, Kansas; and

WHEREAS, the Parties desire to amend Paragraphs 7 (Environmental Inspection), and 16.b. (Development Approval Contingencies., b. Permits & Commencement of Construction; Reversionary Interest., to account for asbestos remediation on the Property, and to afford Developer additional time to commence construction; and

WHEREAS, the Parties now desire to amend the Contract account for the reasons set forth above.

NOW, THEREFORE, Developer and City agree as follows:

1. Paragraph 7 of the Contract is hereby amended to read as follows:

"7. Environmental Inspection. Buyer shall have until the expiration of the Inspection Period to review environmental reports, obtain updated environmental reports if it wishes, and submit written notification to Seller of any unacceptable environmental conditions. In the event Buyer determines, in its sole and absolute discretion, that the Property contains an unacceptable environmental condition (e.g., the discovery of hazardous materials which would require extensive and costly remediation), this Agreement shall, at Buyer's option, be null and void, in which event the Deposit shall be immediately returned by the Title Company to Buyer and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement. Notwithstanding the foregoing, the Parties agree and acknowledge that prior to closing on the Chamber District Property, Buyer and Seller cooperated to have a Phase I environmental

report performed on both the Property and the Chamber District Property, and Seller represents to Buyer that Seller has not performed any environmental reports on the Property subsequent to such report being performed. Furthermore, the Parties agree and acknowledge that on May 28, 2025, Buyer obtained an asbestos containing materials ("ACM") inspection report from UES Consulting Services, Inc. ("UES"), and on June 11, 2025, UES provided a quote to remove, transport and dispose of all identified ACM containing materials in such report (the "Asbestos Remediation Work") in an amount not to exceed \$47,265. Seller agrees to contract with UES to have the Asbestos Remediation Work performed and completed at Seller's sole cost and expense prior to Buyer commencing construction on the Project. In the event of any delay in completing such Asbestos Remediation Work, Buyer's required construction commencement date under Paragraph 16.b. shall be extended on a day for day basis. This provision will survive closing.

2. Subparagraph 16.b. of the Contract is hereby amended to read as follows:

16. Development Approval Contingencies.

b. Permits & Commencement of Construction; Reversionary Interest. The Parties agree and acknowledge that it is in their mutual best interest for Buyer to expeditiously develop the Project on the Property pursuant to the Development Agreement after the Closing. However, in the event that Buyer fails to ~~(i) submit an application for a building permit to the Seller and engage a contractor for the full scope of its work contemplated to redevelop the Property within ninety (90) days of the Closing Date, and (ii) commence construction of the Project on the Property (including all of the following: obtaining the aforementioned~~

building permit, engaging a contractor(s) for the full scope of work of the Project, and commencing a continuous program of construction/renovation of the building on the Property) ~~within one hundred eighty (180) days of the Closing Date by April 1, 2026, then. In the event that Buyer fails to comply with the schedule set forth above, the Parties agree that,~~ within thirty (30) days of the receipt of the written request of the City, Buyer will re-convey the Property back to the Seller in its as-is where-is condition without representation or warranty in exchange for the Purchase Price to be paid by the City (such reconveyance right of Seller referred to as the "Reversionary Interest"). Prior to exercising the Reversionary Interest and upon Seller's request, Buyer will grant Seller access to the Property to perform an inspection of the Property to determine whether Seller desires to exercise the Reversionary Interest. Buyer may submit one (1) written request to the Seller to extend the deadlines set forth above stipulating the reasons why Buyer should be granted an extension and specifying the duration of such extension. The granting of such extension is at the reasonable discretion of the City Manager.

Upon commencement of construction of the Project, as detailed above, Seller agrees to release its Reversionary Interest and will execute and deliver to Buyer a quitclaim deed or such other document(s) as may be necessary to evidence the release of the Reversionary Interest. The terms of this Paragraph will survive the Closing and will not merge with the deed conveying the Property to Buyer.

3. Except as expressly amended herein, all remaining terms, provisions and conditions of the Contract shall remain in full force and effect as modified hereby. In all other respects, the Agreement is hereby ratified and it is acknowledged that no default exists by either party thereunder.

4. This Amendment may be executed in any number of counterparts, all of which shall be deemed an original and all of which shall be construed together as one document. The Amendment may be delivered by facsimile or electronic (PDF) transmission.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Buyer and Seller have caused this Amendment to be executed the day and year first above written.

SELLER:

City of Olathe, Kansas,
a Municipal corporation

John W. Bacon, Mayor

ATTEST:

Brenda D. Swearingian, City Clerk

BUYER:

CB Olathe Holdings, LLC,
a Kansas limited liability company

Jason Swords, Co-Manager