

Topeka Development Corporation Contract No. 2026-02

SECOND AMENDMENT TO CONTRACT NO. 2025-01 PURCHASE AND SALE AGREEMENT FOR HOTEL TOPEKA

THIS **SECOND AMENDMENT TO Contract No. 2025-01 PURCHASE AND SALE AGREEMENT** ("Second Amendment") is effective as of May 15, 2026, and amends that certain Contract No. 2025-01 Purchase and Sale Agreement dated December 16, 2025, as amended (collectively, the "Agreement"), by and between **ENDEAVOR HOTEL GROUP LLC**, a Delaware limited liability company ("Purchaser"), and **TOPEKA DEVELOPMENT CORPORATION**, a Kansas not-for-profit corporation and an instrumentality of the City of Topeka, Kansas duly constituted under Kansas law ("Seller").

WHEREAS, Purchaser is under contract to purchase from Seller that certain real property commonly known as Hotel Topeka at City Center located at 1717 Southwest Topeka Boulevard, Topeka, Kansas; and

WHEREAS, the parties desire to amend the Agreement for purposes of extending the inspection period until June 14, 2026, and thus extending the closing date to July 14, 2026.

NOW, THEREFORE, in consideration of the terms hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Amendment to Section 3.2 "Inspection Period". Section 3.2 of the Agreement is hereby amended and replaced in its entirety to read as follows:

3.2 Inspection Period. Purchaser shall have until June 14, 2026 ("Inspection Period") to conduct due diligence on the Hotel as it deems appropriate. The Purchaser shall have the right, in its sole and absolute discretion, upon written notice, to terminate this Agreement for any reason, or no reason, at any time prior to the end of the Inspection Period, and in the event of such termination, Purchaser shall be entitled to the return of the Earnest Money Deposit.

2. Amendment to Section 5.1 "Closing; Closing Date". Section 5.1 of the Agreement is hereby amended and replaced in its entirety to read as follows:

5.1 Closing; Closing Date. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur on or before July 14, 2026, following the satisfaction of all other conditions to Closing as may be detailed in this Agreement. The Closing shall be held at the office of the Escrow Agent (or at Purchaser's request, with notice to Seller's attorney at least seven days (7) Business Days prior to the Closing Date, at the offices of Purchaser's lender or Purchaser's lender's attorneys, provided such offices are located in Topeka, Kansas. Should all other conditions be satisfied earlier than July 14, 2026, the Parties shall work diligently to ensure a Closing Date as soon as possible. Seller shall be entitled to adjourn the Closing Date one time upon at least one (1) Business Day prior notice to Purchaser to: (a) remedy or clear any Title Objections; or (b) satisfy any other conditions to Purchaser's obligation to consummate the Closing under this Agreement. Purchaser acknowledges and agrees that **TIME SHALL BE OF THE ESSENCE** with respect to the performance by Purchaser of its obligations to purchase the Property, pay the Purchase Price and otherwise consummate the transactions contemplated in this

Agreement on the Closing Date. For the purposes of this Agreement, the actual Closing Date, as may adjust in the event Seller elects to adjourn the Closing pursuant to the terms of this Agreement, shall be deemed the "Closing Date" under the Agreement.

3. Ratification of Contract. The Parties hereby confirm and ratify all other provisions contained in the Agreement, which provisions shall remain in effect as initially drafted except as expressly amended hereby.

4. Descriptive Headings, etc. The descriptive headings of the several sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

5. Defined Terms. Unless expressly defined herein, defined terms utilized in this Amendment shall be deemed to have the same meaning as set forth in the Agreement.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different Parties on separate counterparts and all of such counterparts shall together constitute the same agreement.

7. Modification. No additions, modifications or amendments may be made hereto, except if stated in writing and signed by all Parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed, by their respective duly authorized officers, effective on the date and year first above written.

PURCHASER:

ENDEAVOR HOTEL GROUP, LLC

By: Roy Arnold
Roy Arnold, President

SELLER:

TOPEKA DEVELOPMENT CORPORATION

Approved By:

Robert M. Perez
Dr. Robert M. Perez,
TDC Executive Director

Approved By:

Spencer L. Duncan
Spencer L. Duncan
TDC President