

SECOND AMENDMENT TO SALE AND PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO SALE AND PURCHASE AGREEMENT (this "Amendment") is made and entered into as of August 32, 2025, which date is the last of Buyer and Seller to sign this Amendment (the "Effective Date") by and between RIGOBERTO MEJIA, a married individual ("Seller"), joined in for the limited purpose stated by SILVIA GOMEZ SANCHEZ, spouse of Seller and BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, operating as Jefferson County Public Schools ("Buyer"). Seller and Buyer are hereinafter sometimes collectively referred to as the "parties" and separately referred to as a "party".

RECITALS:

- A. Seller and Buyer have entered into that certain Sale and Purchase Agreement dated effective February 26, 2025, as amended by that certain Amendment to Sale and Purchase Agreement dated effective June 23, 2025 (collectively, the "<u>Agreement</u>"), providing for the sale and purchase of the Property located at 5500 Terry Road, Louisville, Kentucky 40216.
- **B.** Seller and Buyer have agreed to further amend the Agreement for the sole purpose of further extending the Due Diligence Period by an additional sixty (60) days.
- **NOW, THEREFORE**, in consideration of the above recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows.
- 1. <u>Defined Terms; Conflicts</u>. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement. Except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, this Amendment shall govern and control.
- 2. <u>Extension of Due Diligence Period</u>. In Section 4 of the Agreement entitled "<u>Due Diligence Inspections</u>", "one hundred eighty (180) days" is hereby amended to be "two hundred forty (240) days".
- 3. <u>Spouse</u>. Spouse joins in this Amendment to, and hereby does, ratify her agreement to execute the Deed to quitclaim and release to Buyer her right, title and interest, including dower or curtesy or other marital interest, in the Property, and for no other purpose.
- **4. <u>Binding Agreement</u>**. The Agreement, as amended hereby, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- **5.** <u>Ratification</u>. The Agreement, as amended hereby, is in full force and effect and is hereby ratified, adopted and confirmed by Seller and Buyer.
- **6.** <u>Counterparts</u>. This Amendment may be executed in counterparts each of which shall be deemed to be an original but all of which together shall constitute but one amendment.

Scanned or emailed PDFs of the executed signature pages of this Amendment shall be effective and binding upon the parties as if such signatures were original signatures.

<the remainder of this page is intentionally left blank; signature page follows>

IN TESTIMONY WHEREOF, the undersigned have executed this Second Amendment to Sale and Purchase Agreement effective as of the day and year first above written.

SELLER:

Rigoberto Mejia 08/21/25 8:22 PM

RIGOBERTO MEJIA

Date Signed: August ____, 2025

SPOUSE:

Silvia Gomez Sanchez

08/21/25 9:23 PM

SILVIA GOMEZ SANCHEZ

Date Signed: August ____, 2025

BUYER:

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, operating as Jefferson County Public Schools

By:

Dr. Brian Yearwood, Superintendent
PENDING BOARD APPROVAL

Date Signed: August 22,2025

10208626.2