

**THIRD AMENDMENT TO SALE AND PURCHASE AGREEMENT**

**THIS THIRD AMENDMENT TO SALE AND PURCHASE AGREEMENT** (this "Amendment") is made and entered into as of October 24, 2025, which date is the last of Buyer and Seller to sign this Amendment (the "Effective Date") by and between **AMBVIT REALTY, LLC**, a Kentucky limited liability company ("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 May 27, 2025, as further amended by that certain Second Amendment to Sale and Purchase Agreement dated effective August 22, 2025 (collectively, the "Agreement"), providing for the sale and purchase of the Property located at 5127 Terry Road, Louisville, Kentucky 40216.

B. Seller and Buyer have agreed to amend the Agreement for the sole purpose of extending the deadline for Buyer to terminate the Agreement for any or no reason and to satisfy the condition precedent set forth in Section 13. D. of the Agreement.

**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. **Defined Terms; Conflicts.** 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. **Timeframe for Due Diligence and Termination.** Each "180<sup>th</sup> day" in Section 4, Section 13. D. and Section 14. B. of the Agreement is hereby amended to be "270<sup>th</sup> day".

3. **Binding Agreement.** 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.

4. **Ratification.** The Agreement, as amended hereby, is in full force and effect and is hereby ratified, adopted and confirmed by Seller and Buyer.

5. **Counterparts.** 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.

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

**SELLER:**

**AMBVIT REALTY, LLC,**  
a Kentucky limited liability company

By:   
Judith Vittitow, Managing Member

Date Signed: October 24, 2025

**BUYER:**

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

By:   
Dr. Brian Yearwood, Superintendent

Date Signed: October 24, 2025

**\*PENDING BOARD APPROVAL\***