

AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of July ____, 2026, which date is the last of Buyer and Seller to sign this Amendment (the "Effective Date"), between **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**, operating as Jefferson County Public Schools, as seller ("Seller") and **THE TEA SPOT LIMITED LIABILITY COMPANY**, a Kentucky limited liability company, as buyer ("Buyer").

RECITALS:

A. Seller and Buyer have entered into that certain Real Estate Sale and Purchase Agreement dated effective as of June 30, 2026 (the "Agreement"), providing for the sale and purchase of the Real Property located at 7401 Riverport Dr., Louisville, Kentucky 40258.

B. Seller and Buyer have agreed to amend the Agreement so that Buyer may access the Real Property prior to the Closing for the purposes described herein, subject to terms and conditions described herein.

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. Early Access. The heading of Section 3 of the Agreement is hereby amended and restated to be "**Documents, Title, Inspections and Early Access.**". The following language is hereby added as the last paragraph of Section 3:

"Until the earlier to occur of the (i) Closing and (ii) termination of this Agreement, Buyer and any agent or representative of Buyer, at Buyer's sole cost and expense, shall have the temporary right to access the Real Property upon reasonable advance notice to Seller for the purposes of (i) cleaning the Real Property and (ii) installing Buyer's furniture, removable trade fixtures and equipment, all in connection with preparing the Real Property for Buyer's operations immediately after the Closing. Buyer agrees that all access and installation activities by or for Buyer prior to the Closing shall be at Buyer's sole risk. Buyer shall assume full responsibility and liability for any damage, claim, cost, loss, or injury relating to Buyer's access and installation activities. Buyer shall not make any alterations without Seller's prior written consent. Seller shall have the right to impose requirements and conditions relating to the access and installation activities. Seller shall have the right to revoke Buyer's right to access the Real Property for the purposes described in this paragraph at any time. Buyer shall and does hereby agree to indemnify, defend and

hold harmless Seller and its respective members, managers, affiliates, agents, employees, representatives, successors and assigns from any liability, loss, cost, expense (including reasonable attorney's fees), claim, injury or damage arising out of or in any manner connected with any and all of access and installation activities by or for Buyer on the Real Property. Seller shall have the right to have a representative of Seller present during access and installation activities. If this Agreement is terminated for any reason, then Buyer shall repair and restore the Real Property to the condition in which it existed on the Effective Date, reasonable wear and tear excepted. Notwithstanding anything in this Agreement to the contrary, the foregoing indemnification, defense, hold harmless, repair and restore obligations of Buyer shall survive the Closing and the termination of this Agreement.”

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.

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

SELLER:

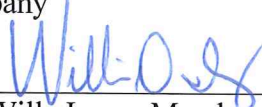
**BOARD OF EDUCATION OF JEFFERSON
COUNTY, KENTUCKY**, operating as Jefferson
County Public Schools

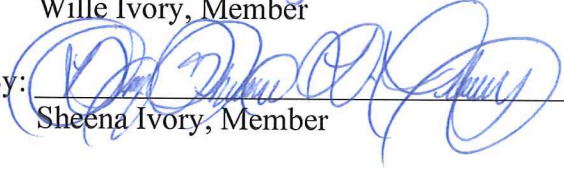
By: _____
Dr. Brian Yearwood, Superintendent

Date Signed: _____, 2026

BUYER:

**THE TEA SPOT LIMITED LIABILITY
COMPANY**, a Kentucky limited liability
company

By:  _____
Wille Ivory, Member

By:  _____
Sheena Ivory, Member

Date Signed: 7-13, 2026