OK AS TO FORM
AMH 9-1-2026

SUBLEASE AGREEMENT

This Sublease Agreement ("**Sublease**"), dated as of September 1, 2026 (the "**Effective Date**"), is entered into between YUM! BRANDS, INC., a North Carolina corporation ("**Sublandlord**"), and PIZZA HUT SERVICES, LLC, a Delaware limited liability company ("**Subtenant**" and, together with Sublandlord, collectively referred herein as the "**Parties**" or individually as a "**Party**").

RECITALS

WHEREAS, Sublandlord is the tenant under that certain Lease dated December 19, 2025, as attached hereto as Exhibit A (the "**Primary Lease**") and incorporated herein by reference with Board of Education of Jefferson County, Kentucky, operating as Jefferson County Public Schools ("**Prime Landlord**"); and

WHEREAS, pursuant to the Primary Lease, Sublandlord leased those certain premises ("**Demised Premises**") more particularly described in the Primary Lease and located in the buildings having a street address of 1441 & 1900 Gardiner Lane, 1950 Colonel Sanders Lane, and 1870 Allgeier Ct., Louisville, Kentucky (each individually, a "**Building**", and collectively, "**Buildings**"); and

WHEREAS, Sublandlord desires to sublease a portion of the Demised Premises to Subtenant, and Subtenant desires to sublease a portion of the Demised Premises from Sublandlord, in accordance with the terms and conditions of this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublandlord and Subtenant agree as follows:

1. Demise.

Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the portion of the Demised Premises (herein after the "**Subleased Premises**") shown on Exhibit B attached to and made a part of this Sublease, located in basement level of the Building located at 1900 Gardiner Lane, Louisville, Kentucky 40213 containing 11,000 square feet. "**Subtenant's Pro Rata Share**" shall mean three and three-tenths percent (3.3%).

2. Term.

(a) The term of this Sublease (the "**Term**") shall commence on September 1, 2026 (the "**Sublease Commencement Date**") and shall expire at midnight on December 18, 2026 (the "**Sublease Expiration Date**"), unless sooner terminated or cancelled in accordance with the terms and conditions of this Sublease or the Primary Lease. To the extent Sublandlord and Prime Landlord enter into any extension of the Primary Lease term, Subtenant shall have the right to extend the Term by notice to Sublandlord not less than thirty (30) days prior to the end of the Term (as previously extended) on a month-to-month basis until the earlier of (x) the expiration of the term of the Primary Lease or (y) the termination of the Primary Lease (the "**Option Term**"). Notwithstanding anything to the contrary contained herein, during the Option Term, either Sublandlord or Subtenant may terminate this Sublease upon thirty (30) days' prior written notice to the other party. Except as provided below, if for any reason the term of the Primary Lease is terminated prior to the Sublease Expiration Date, this Sublease shall terminate on the date of such termination and Sublandlord shall not be liable to Subtenant for such termination.

(c) So long as Subtenant is not in default hereunder, to the extent within Sublandlord's control, Sublandlord shall not take any action nor shall the Sublandlord fail to take any action (exclusive of any actions required to be taken by the Subtenant pursuant to the terms of this Sublease and those obligations under the Primary Lease) that would result in the termination of the Sublease or the Primary Lease prior to the Sublease Expiration Date.

3. Permitted Use.

Subtenant shall use and occupy the Subleased Premises solely in accordance with, and as permitted under, the terms of the Primary Lease and for no other purpose.

4. Payment of Base Rent and Additional Rent.

(a) Throughout the Term of this Sublease, Subtenant shall pay to Sublandlord fixed base rent ("**Base Rent**") at the rate of $15,583 per month for each month beginning on the Sublease Commencement Date and ending on the Sublease Expiration Date. Subtenant shall pay to Sublandlord the first monthly installment of Base Rent at the time of execution and delivery of this Sublease by Subtenant to Sublandlord and shall pay all other monthly installments of Base Rent on the first (1^{st}) business day of the applicable month thereafter.

(b) In addition to Base Rent, Subtenant shall pay to Sublandlord: (i) Subtenant's Pro Rata Share of all expenses payable by the Sublandlord accruing during the Term of this Sublease under Sections 5, 6 and 10 of the Primary Lease; (ii) all expenses payable by Sublandlord accruing during the Term of this Sublease under Section 7 of the Primary Lease and relating to the Subleased Premises; and (iii) all amounts due and payable by Sublandlord under the Primary Lease due or attributable to the Subleased Premises or the actions or omissions of Subtenant (collectively, "**Additional Rent**"). Additional Rent shall be payable to Sublandlord based on estimates provided by Sublandlord.

5. Childcare Services; Bright Horizons Billing.

An affiliate of Sublandlord, Yum Restaurant Services Group, LLC ("**Yum RSG**") has contracted with Bright Horizons Children's Centers LLC ("**Bright Horizons**") to make childcare services available to eligible employees of Subtenant. Yum RSG subsidizes the use of such childcare services by Subtenant's employees by paying a quarterly subsidy amount to Bright Horizons. From and after the Sublease Commencement Date, Subtenant shall be responsible for Subtenant's allocable share of such quarterly subsidy, based on the enrollment of Subtenant's employees' and their eligible family members in Bright Horizons during the applicable quarter. Subtenant's employees' eligible family members may use such childcare services subject to availability, enrollment requirements, provider policies, applicable laws and any separate documentation required by Bright Horizons or Sublandlord. Sublandlord shall bill Subtenant quarterly for the use of childcare services based on the enrollment of Subtenant's employees' family members in the childcare program during the applicable quarter, and Subtenant shall pay such amounts within thirty (30) days after invoice as Additional Rent. Sublandlord shall have no liability for the acts or omissions of Bright Horizons or for the availability, quality, licensing, staffing or operation of such childcare services.

6. Subordination to Primary Lease.

(a) Sublandlord and Subtenant acknowledge and agree that this Sublease, and their respective rights and remedies under this Sublease are subordinate and subject to all the terms, covenants and conditions of the Primary Lease to the extent applicable to the Subleased Premises. A copy of the Primary Lease is attached hereto as Exhibit A and made a part of this Sublease. Subtenant shall be bound by all provisions of the Primary Lease that are applicable to Subtenant's use and/or occupancy of the Subleased Premises and any common areas.

(b) Notwithstanding anything to the contrary in this Sublease, none of the provisions of the Primary Lease pertaining to the payment of any rent to the Prime Landlord shall apply to the Subtenant, and Subtenant's sole obligation regarding the payment of rent and Additional Rent shall be as expressly stated in Section 4. Subtenant is subject to the provisions of the Primary Lease only to the extent they relate to the Subtenant, the Subleased Premises and the performance of Sublandlord and Subtenant under this Sublease, it being expressly understood and agreed that Subtenant is not subject to any provisions of the Primary Lease that by their nature or terms can have no application to this Sublease or are irrelevant to the use or occupancy of the Subleased Premises, except to the extent necessary to avoid a breach or default under the Primary Lease.

(c) Nothing contained herein shall relieve the Sublandlord of any obligation to pay any rent to the Prime Landlord under the Primary Lease.

7. Representations and Warranties of Sublandlord.

Sublandlord represents and warrants that the following statements are true and correct as of the date hereof and will be true and correct as of the Sublease Commencement Date and (as applicable) covenants as follows:

(a) Sublandlord is the tenant under the Primary Lease and has the capacity to enter into this Sublease with Subtenant, subject to Prime Landlord's consent.

(b) The Primary Lease attached hereto as Exhibit A is a true, correct, and complete copy of the Primary Lease, is in full force and effect, and has not been further modified, amended, or supplemented.

(c) Sublandlord is not in default under the terms of the Primary Lease and has not received any notice of any default under the Primary Lease that has not been timely cured as allowed under the terms of the Primary Lease.

(d) Sublandlord will timely fulfill all of its obligations under this Sublease and the Primary Lease that are not to be fulfilled by the Subtenant including but not limited to the timely payment of any rent under the Primary Lease.

8. AS-IS Condition.

Sublandlord has no knowledge of any defects in the condition of the Subleased Premises that would materially interfere with the Subtenant's use of the Subleased Premises as permitted in terms of the Primary Lease. Subtenant accepts the Subleased Premises in its current, "as-is" condition. Sublandlord shall have no obligation to furnish or supply any work, services, furniture, fixtures, equipment, or decorations. On or before the Sublease Expiration Date or earlier termination or expiration of this Sublease, Subtenant shall restore the Subleased Premises to the condition existing as of the Sublease Commencement Date, ordinary wear and tear and damage by casualty excepted. The foregoing does not limit the obligations of Sublandlord regarding the surrender of the leased premises under the Primary Lease. The obligations of Subtenant hereunder shall survive the expiration or earlier termination of this Sublease.

9. Performance by Sublandlord.

Sublandlord and Subtenant acknowledge that the Primary Lease is structured as a triple net lease pursuant to which Sublandlord, as Tenant thereunder, is responsible for the payment of all utilities, taxes, insurance, and the repair and maintenance of the Demised Premises. Accordingly, the Parties agree as follows:

(a) Sublandlord shall be responsible for (i) providing utilities to the Subleased Premises, including electricity, heating, ventilation, air-conditioning, water, and sewer services, in accordance with Section 6 of the Primary Lease; (ii) performing repairs and maintenance on the Subleased Premises, in accordance with Section 7 of the Primary Lease; and (iii) providing janitorial services, trash removal, and security services to the Subleased Premises, in accordance with Section 7 of the Primary Lease. Subtenant shall pay Subtenant's share of such costs as Additional Rent in accordance with Section 4(b) of this Sublease.

(b) Subtenant shall keep the Subleased Premises in a neat and clean condition and shall not commit or permit any waste or nuisance therein. Subtenant shall promptly notify Sublandlord of any condition in the Subleased Premises requiring repair or maintenance.

(c) Sublandlord shall have no obligation to cause Prime Landlord to perform any services or obligations with respect to the Subleased Premises, it being acknowledged that Prime Landlord has no maintenance, repair, or service obligations under the Primary Lease. Notwithstanding the foregoing, if Subtenant believes that Prime Landlord has breached any obligation under the Primary Lease affecting the Subleased Premises, Subtenant may request in writing that Sublandlord enforce such obligation, and Sublandlord shall use commercially reasonable efforts to do so. Any costs and expenses (including reasonable attorneys' fees) incurred by Sublandlord in connection therewith shall be deemed Additional Rent and shall be due and payable by Subtenant to Sublandlord within ten (10) days after notice from Sublandlord.

10. No Privity of Estate; No Privity of Contract.

Nothing in this Sublease shall be construed to create privity of estate or privity of contract between Subtenant and Prime Landlord.

11. No Breach of Primary Lease.

Neither the Sublandlord nor the Subtenant shall do nor permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant, or condition of the Primary Lease.

12. Defaults.

(a) If Subtenant fails to cure a default under this Sublease within any applicable grace or cure period contained in the Primary Lease, Sublandlord, after five (5) days' notice to Subtenant, shall have the right, but not the obligation, to seek to remedy any such default on the behalf of, and at the expense of, Subtenant, provided, however, that in the case of: (i) a life safety or property related emergency; or (ii) a default which must be cured within a time frame set out in the Primary Lease which does not allow sufficient time for prior notice to be given to Subtenant, Sublandlord may remedy any such default without being required first to give notice to Subtenant. Any reasonable cost and expense (including, without limitation, reasonable attorneys' fees and expenses) so incurred by Sublandlord shall be deemed Additional Rent and shall be due and payable by Subtenant to Sublandlord within ten (10) days after notice from Sublandlord.

(b) If Subtenant fails to pay any installment of Base Rent or Additional Rent within five (5) days after the due date of such payment, Subtenant shall pay to Sublandlord, as Additional Rent, a "**late charge**" of two cents ($0.02) for every dollar of an installment so overdue for the purposes of defraying the expense of handling such delinquent payment.

(c) If Subtenant fails to pay any installment of Base Rent or Additional Rent within five (5) days from the due date of such payment (provided that, for purposes of this Section, the due date for any Additional Rent payable to

Sublandlord shall be deemed to be five (5) business days after Sublandlord's delivery of an invoice or demand therefor) in addition to the payment of the late charge set out immediately above, Subtenant shall also pay to Sublandlord, as Additional Rent, interest at the Default Rate (hereinafter defined) from the due date of such payment to the date payment is made. "**Default Rate**" shall mean a rate per annum equal to the lower of (i) two percent (2%) of such Base Rent or Additional Rent; and (ii) the highest rate of interest permitted by applicable laws.

(d) If Sublandlord fails to timely pay any installment of Base Rent or Additional Rent under the terms of the Primary Lease, and such failure remains uncured beyond any applicable notice and cure period under the Primary Lease such that the Primary Lease is subject to imminent termination, the Subtenant shall have the option, not the obligation, to cure such default by paying the undisputed amounts actually required to be paid to prevent such termination, in which case, the Sublandlord shall either reimburse the Subtenant for any expense incurred by the Subtenant in curing such default, or the Sublandlord may reduce any rent or Additional Rent otherwise due from the Subtenant to the Sublandlord by the amount of any expense incurred by the Subtenant in curing said default. Notwithstanding the foregoing, the Subtenant shall not be entitled to reimbursement or offset for any legal fees incurred in connection with the cure of such default.

13. Consents.

Whenever the consent or approval of Sublandlord is required, Subtenant shall also be obligated to obtain the written consent or approval of Prime Landlord, if required under the terms of the Primary Lease. Sublandlord shall promptly make such consent request on behalf of Subtenant and Subtenant shall promptly provide any information or documentation that Prime Landlord may reasonably request. Subtenant shall reimburse Sublandlord, not later than ten (10) days after written demand by Sublandlord, for any fees and disbursements of attorneys, architects, engineers, or others charged by Prime Landlord that is required by the Primary Lease or otherwise agreed by Subtenant in connection with any consent or approval. Sublandlord shall have no liability of any kind to Subtenant for Prime Landlord's failure to give its consent or approval.

14. Prime Landlord Consent to Sublease.

This Sublease is expressly conditioned on obtaining the written consent of Prime Landlord.

15. Assignment or Subletting.

Subtenant shall not sublet all or any portion of the Subleased Premises or assign, encumber, mortgage, pledge, or otherwise transfer this Sublease (by operation of law or otherwise) or any interest therein, without the prior written consent of: (a) Sublandlord, which consent may be unreasonably withheld or may be withheld in its sole and absolute discretion; and (b) Prime Landlord.

16. Indemnity.

(a) Subtenant shall indemnify and hold harmless Sublandlord from any claims, liabilities, and damages that Sublandlord may sustain resulting from (i) a breach by Subtenant of this Sublease, (ii) the use or occupancy of the Subleased Premises by Subtenant or any of its agents, employees, contractors, or invitees, (iii) the negligence or willful misconduct of Subtenant or any of its agents, employees, contractors, or invitees, or (iv) any violation of applicable law by Subtenant in connection with the Subleased Premises; provided, however, that Subtenant shall have no obligation to indemnify or hold harmless Sublandlord to the extent any such claims, liabilities, or damages arise from the gross negligence or willful misconduct of Sublandlord or its agents, employees, contractors, or invitees, or a breach by Sublandlord of this Sublease or the Primary Lease.

(b) Sublandlord shall indemnify and hold harmless Subtenant from any claims, liabilities, and damages that Subtenant may sustain resulting from the gross negligence or willful misconduct of Sublandlord or its agents, employees, contractors, or invitees or a breach by Sublandlord of this Sublease or the Primary Lease, except to the extent caused by Subtenant or its agents, employees, contractors or invitees.

(c) Sublandlord and Subtenant shall each carry their own liability insurance covering their interests in the Demised Premises and their respective personal property on the premises, if any. Such coverage shall include a waiver of subrogation against each other and their respective agents, officers and contractors.

17. Release.

(a) Subtenant hereby releases Sublandlord or anyone claiming through or under Sublandlord by way of subrogation or otherwise. Subtenant hereby releases Prime Landlord or anyone claiming through or under Prime Landlord by way of subrogation or otherwise to the extent that Sublandlord releases Prime Landlord under the terms of the Primary Lease. Sublandlord hereby releases Subtenant or anyone claiming through or under Subtenant by way of subrogation or otherwise. Sublandlord and Subtenant shall cause their respective insurance carriers to include any clauses or endorsements in favor of Sublandlord, Prime Landlord, and any additional parties, which Sublandlord is required to provide under the provisions of the Primary Lease.

18. Notices.

All notices and other communications required or permitted to be given hereunder shall be deemed given if delivered in writing by email (with confirmation that such email was sent and provided that the sender does not receive any an error report, error message or any other reasonable evidence of a failure for the message to have been properly delivered), by hand delivery, or by a nationally recognized overnight courier service, to the address hereinafter set forth for the recipient of such notices or to such other address as shall be designated by either Sublandlord or Subtenant in accordance with this Section (with confirmation that such notice or other communication was delivered to the correct address in accordance with this Section), and shall be deemed given the date such notice was given as to email and hand delivery, and one (1) business day after having been deposited with a nationally recognized overnight courier service.

To Sublandlord at:	Yum! Brands, Inc. 1441 Gardiner Lane Louisville, KY 40213 Attn: Carson Stewart, Chief Legal Officer Yum! Corporate Email: Carson.Stewart@yum.com
With a copy to:	FBT Gibbons LLP 400 West Market Street, Suite 3200 Louisville, Kentucky 40202 Attention: Tanner Nichols Email: tnichols@fbtgibbons.com
To Subtenant at:	Pizza Hut Services, LLC 7100 Corporate Drive Plano, Texas 75024 Attention: Katie Dinett Email: Katie.Dinett@pizzahut.com
With a copy to:	Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Attention: Peter Fisch Email: pfisch@paulweiss.com

19. Entire Agreement.

This Sublease contains the entire agreement between Sublandlord and Subtenant regarding the subject matter contained herein and all prior negotiations and agreements are merged herein. If any provisions of this Sublease are held to be invalid or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Sublease shall remain unaffected.

20. Amendments and Modifications.

This Sublease may not be modified or amended in any manner other than by a written agreement signed by the party against whom such modification or amendment is to be enforced. This Sublease may not be modified or amended in any manner without Prime Landlord's prior written consent.

21. Successors and Assigns.

The covenants and agreements contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and their respective permitted successors and assigns.

22. Counterparts.

This Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. The parties hereto may rely on signature by facsimile, emailed PDFs or other electronic signature to the same extent as if they were original signatures.

23. Defined Terms.

All capitalized terms not otherwise defined in this Sublease shall have the definitions contained in the Primary Lease.

24. Choice of Law.

This Sublease shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to conflict of law rules.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Sublease to be executed as of the Effective Date.

SUBLANDLORD:

YUM! BRANDS, INC.,
a North Carolina corporation

By: ______________________________
Ranjith Roy, Chief Financial Officer

SUBTENANT:

PIZZA HUT SERVICES, LLC,
a Delaware limited liability company

By: ______________________________
Name: Savannah Franklin
Title: Vice President

CONSENT OF PRIME LANDLORD:

Prime Landlord, in consideration of the donation of the Leased Premises (as defined in the Primary Lease) by Subtenant's subsidiary, KFC Corporation, to Prime Landlord as a charitable gift and/or donation and in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, without waiving any rights or remedies under the Primary Lease, hereby joins in this Sublease for the sole purpose of consenting to this Sublease.

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

By: ______________________________
Dr. Brian Yearwood, Superintendent

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Sublease to be executed as of the Effective Date.

SUBLANDLORD:

YUM! BRANDS, INC.,
a North Carolina corporation

By: ______________________
Ranjith Roy, Chief Financial Officer

SUBTENANT:

PIZZA HUT SERVICES, LLC,
a Delaware limited liability company

Signed by:
By: Savannah Franklin
1B4D1650F612427...
Name: Savannah Franklin
Title: Vice President

CONSENT OF PRIME LANDLORD:

Prime Landlord, in consideration of the donation of the Leased Premises (as defined in the Primary Lease) by Subtenant's subsidiary, KFC Corporation, to Prime Landlord as a charitable gift and/or donation and in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, without waiving any rights or remedies under the Primary Lease, hereby joins in this Sublease for the sole purpose of consenting to this Sublease.

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

By: ______________________
Dr. Brian Yearwood, Superintendent

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Sublease to be executed as of the Effective Date.

SUBLANDLORD:

YUM! BRANDS, INC.,
a North Carolina corporation

DocuSigned by:

By: Ranjith Roy
F9BAF2DF861841D...
Ranjith Roy, Chief Financial Officer

SUBTENANT:

PIZZA HUT SERVICES, LLC,
a Delaware limited liability company

By: ___________________________
Name: Savannah Franklin
Title: Vice President

CONSENT OF PRIME LANDLORD:

Prime Landlord, in consideration of the donation of the Leased Premises (as defined in the Primary Lease) by Subtenant's subsidiary, KFC Corporation, to Prime Landlord as a charitable gift and/or donation and in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, without waiving any rights or remedies under the Primary Lease, hereby joins in this Sublease for the sole purpose of consenting to this Sublease.

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

By: ___________________________
Dr. Brian Yearwood, Superintendent

EXHIBIT A

PRIMARY LEASE

[*ATTACHED*]

LEASE

THIS LEASE (this "Lease") is made and entered into as of December 19, 2025 (the "Effective Date"), by and between **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**, operating as Jefferson County Public Schools, as landlord ("Landlord") and **YUM! BRANDS, INC.**, a North Carolina corporation, as tenant ("Tenant").

WITNESSETH:

Landlord, in consideration of the donation of the Leased Premises (as defined below) by Tenant's subsidiary, KFC Corporation, to Landlord as a charitable gift and/or donation and in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby demise and lease unto Tenant and Tenant does hereby take and lease from Landlord on the terms and conditions hereinafter set forth, the buildings and related improvements situated on tracts of land (i) having a street address of 1441 Gardiner Ln. and Parcel ID: 0608-0235-0000 consisting of approximately 9.8168 acres, (ii) having a street address of 1900 Gardiner Ln. and Parcel ID: 0608-0236-0000 consisting of approximately 1.8139 acres, (iii) having a street address of 1950 Colonel Sanders Ln. and Parcel ID: 086G-0064-0000 consisting of approximately 10.2399 acres and (iv) having a street address of 1870 Allgeier Ct. and Parcel ID: 086F-0017-0000 consisting of approximately 6.5945 acres (collectively, the "Leased Premises").

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. LEASE TERM. The term of this Lease (the "Lease Term") shall commence on the Effective Date and shall end on the later to occur of (i) the date that is six (6) months after the Effective Date and (ii) the date that Tenant or its applicable affiliate has begun occupying new space (the "Occupancy of New Space Date") not to exceed one (1) year, unless sooner terminated by Landlord after a default by Tenant or pursuant to Section 20 or Section 21 below (the "Lease Term"). For the purpose of clarity, in no event shall the Lease Term exceed one (1) year. Tenant shall notify Landlord of the Occupancy of New Space Date on or before the Occupancy of New Space Date. Tenant shall make good faith efforts to (i) notify Landlord of the Occupancy of New Space Date at least thirty (30) days before vacating the Leased Premises and (ii) provide updates to Landlord regarding the status of Tenant's efforts to occupy new space and the anticipated Occupancy of New Space Date upon Landlord's request.

2. RENT. There shall be no base rent in consideration of the donation of the Leased Premises to Landlord. All rental costs payable by Tenant (if any) shall be paid to Landlord at Landlord's address set forth herein, and shall be paid without previous demand therefore by Landlord. The parties acknowledge and agree that the fair market rental value of the Leased Premises as of the Effective Date is $477,199.80 per month, as determined by Valbridge Property Advisors pursuant to that certain Appraisal Report dated December 8, 2025. This Lease will be provided without base rent considering the donation of the Property to Landlord.

3. AS-IS. Landlord and Tenant agree that Landlord is leasing the Leased Premises to Tenant "as is, where is, with all faults" and makes no warranties or representations whatsoever as to the condition of the Leased Premises. Tenant agrees that Tenant has thoroughly inspected

the Leased Premises for its use and that Tenant's occupancy of the Leased Premises on the Effective Date evidences Tenant's acceptance of the Leased Premises as being in a suitable and leasable condition in accordance with the terms of this Lease. Landlord is not required to perform any work, maintenance, repair, replacements or improvements on or to the Leased Premises.

4. USE. The Leased Premises shall be used and occupied exclusively for corporate office use in connection with Tenant's normal business operations as a restaurant company, and for no other purposes without Landlord's prior written consent. In no event shall Tenant make any use of the Leased Premises which is in violation of any applicable laws, rules, codes, ordinances and regulations, nor shall Tenant make any use of the Leased Premises which constitutes a nuisance, or which results in the cancellation of any insurance policy applicable to the Leased Premises.

5. TAXES AND ASSESSMENTS. Tenant shall pay any and all real estate taxes and real estate assessments levied by any governmental body against the Leased Premises during the Lease Term and applicable to the Lease Term. Tenant shall pay any and all taxes and assessments levied by any governmental body with respect to the Leased Premises and the Lease Term upon or on account of (a) Tenant's operations at the Leased Premises or conduct of business in or from the Leased Premises by or with the permission of Tenant and (b) Tenant's trade fixtures, furniture, equipment, machinery and other personal property in the Leased Premises.

6. UTILITIES. Tenant shall pay for all water, gas, electricity and sewer services furnished to the Leased Premises during the Lease Term. Tenant shall also pay for all telephone, internet, cable/satellite and other communication services furnished to the Leased Premises during the Lease Term. Tenant shall make all arrangements for and shall fully and promptly pay for installation of any such utility and communication services or equipment used by Tenant relating to such utility and communication services and all usage fees relating thereto, and Tenant shall indemnify, defend and hold harmless Landlord against any and all damages or liabilities in connection therewith.

7. REPAIR AND MAINTENANCE OF LEASED PREMISES.

A. Tenant, at Tenant's expense, shall keep and maintain the Leased Premises in neat, clean, good and orderly condition, including performing repairs and maintenance on and to the roof and building foundation and all floors, walls, windows, gutters, downspouts, walkways, yard areas, parking areas, mechanical systems, electrical wiring, hot water heaters, plumbing, sewage systems, telecommunications systems, heating systems, ventilation systems, air conditioning systems and alarm and security systems in or on the Leased Premises or that serve the Leased Premises, including without limitation, snow and ice removal. Any and all of such repairs and repairs work shall be performed in compliance with all applicable laws, rules, codes, ordinances and regulations, and in a good and workmanlike manner, with quality equal to or better than the quality of same as of the Effective Date. In the event Landlord determines, in Landlord's sole and reasonable discretion, that Tenant is not fulfilling Tenant's repairs and maintenance obligations under this Section 7, Landlord shall have the right to cause such obligations to be fulfilled in any manner Landlord deems necessary or appropriate, in which case

Tenant shall pay to Landlord upon demand by Landlord, as rental costs, the reasonable cost of same.

B. Tenant, at Tenant's expense, shall be responsible during the Leased Term for any janitorial and cleaning services and all trash removal.

C. Tenant, at Tenant's expense, shall be responsible during the Lease Term for supervising the Leased Premises and maintaining a reasonable security service in place for the Leased Premises including an alarm system.

D. Tenant shall not do or suffer anything to be done whereby the Leased Premises is encumbered by any mechanic's, materialmen's or other lien. Tenant shall, whenever and as often as any mechanic's or materialmen's lien is filed which purports to attach thereto and to be for labor performed or material furnished to Tenant, discharge the same of record within thirty (30) days after the date of filing, or contest the same in good faith and indemnify, defend and hold Landlord harmless against any loss, cost, damage or expense (including reasonable attorneys' fees) relating thereto.

E. Tenant shall promptly notify Landlord in writing (or, in the case of an emergency, by telephone) of any defect in the Leased Premises. Landlord shall have the right (but not the obligation) to instruct Tenant to comply with reasonable requirements that Landlord considers to be necessary or appropriate for remedying such defects, including without limitation requirements as to the manner in which and the times at which such work shall be done and the contractor or subcontractors to be selected to perform such work, and in each such instance Tenant shall comply with such requirements. Upon Landlord's request, Tenant shall promptly provide any documentation and information within Tenant's possession or control relating to such work including without limitation, plans, specifications, contracts and proof of payment by Tenant for all labor and materials. Any maintenance, repairs or replacements shall become a part of the realty and the property of Landlord and shall not be removed by Tenant.

8. Reserved.

9. LANDLORD'S INSURANCE. At Landlord's sole cost and in addition to the similar insurance obtained by Tenant pursuant to Section 10 below, Landlord may procure and keep in force insurance on buildings and other insurable structural improvements on the Leased Premises to the extent Landlord deems necessary or appropriate, in Landlord's sole discretion, insuring the same against loss or damage by fire and such other hazards, casualties and contingencies as are included under insurance policies written on a special form basis. Tenant covenants that Landlord shall not be liable for damage to or destruction of Tenant's property by fire or other casualty from any cause whatsoever except for damage or destruction caused by Landlord's gross negligence or willful misconduct. Landlord shall have the right to procure and keep in force any other type of insurance coverage relating to the Leased Premises including without limitation commercial general liability insurance, to the extent Landlord deems necessary or appropriate (if any), in Landlord's sole discretion.

10. TENANT'S INSURANCE. Tenant at all times during the Lease Term shall, at Tenant's sole cost and expense, procure or cause to be procured and keep in force and effect the following:

A. Commercial general liability insurance covering personal injury, death and property damage, with a minimum combined single limit of liability of not less than Two Million and No/100 Dollars (2,000,000.00) per occurrence and a general aggregate limit of not less than Three Million and No/100 Dollars ($3,000,000.00).

B. Commercial auto liability insurance covering any owned, non-owned and hired vehicles to be used in and out of the facilities with a combined single limit for bodily injury and property damage of not less than One Million and No/100 Dollars ($1,000,000.00).

C. Umbrella liability insurance in an amount not less than Ten Million Dollar and No/100 Dollars ($10,000,000.00).

D. Workers' compensation insurance as statutorily required.

E. "All Risks" property insurance on the buildings, other insurable structural improvements, and contents of the Leased Premises in commercially reasonable amounts, insuring against loss or damage by fire and such other hazards, casualties and contingencies. Tenant shall include Landlord as additional loss payee under such policy.

Each such policy of insurance shall name Landlord therein as additional insured with a blanket additional insured endorsement and shall be issued by an insurer having AM Best's (or the equivalent of Best's) financial strength rating of "A" or better and a financial size category of "VII" or greater. Premiums for all policies of insurance herein referred to and all renewals thereof shall be paid by Tenant on or before the beginning date of the next annual policy or renewal period and if requested by Landlord a copy of the policy or policies shall be furnished to Landlord by Tenant promptly upon the issuance of each policy or renewal thereof. Failure to keep or maintain such insurance or failure to pay the premium when due as provided above, shall be an event of default under this Lease.

Tenant shall furnish Landlord with a certificate or certificates of insurance confirming the existence and continuity of all coverage described in this Section 10 upon request. All policies maintained by Tenant shall be in conformance with the requirements of this Lease and shall, to the extent feasible, contain an endorsement requiring at least thirty (30) days' advance written notice to Landlord of cancellation, material change or intent not to renew and written notice to Landlord for non-payment of a premium within thirty (30) days of the date such payment was due.

11. INDEMNITY. Tenant shall indemnify, defend and hold Landlord and Landlord's agents, heirs, personal representatives, successors and assigns harmless from any and all rights and claims for losses, damages, costs, expenses (including reasonable attorney's fees) and liabilities of any kind (including without limitation property loss, bodily injury and death) arising from or in connection with the Tenant's use, maintenance and/or repair of the Leased Premises (collectively, "Liabilities"), except to the extent such Liabilities result from Landlord's gross negligence or willful misconduct.

12. RELEASE AND WAIVER OF LIABILITY. Tenant hereby waives and forever releases and agrees to forego any and all rights and claims for Liabilities arising from or in connection with Tenant's use, maintenance and/or repair of the Leased Premises, except to the extent such Liabilities result from Landlord's gross negligence or willful misconduct. Tenant hereby expressly assumes the risk of any and all bodily injuries of any kind or nature whatsoever (including death resulting therefrom) in or about the Leased Premises and damage to and loss of the Leased Premises or Tenant's personal property (including loss of use thereof and any other indirect or consequential damages) arising from, related to or in connection with Tenant's use, maintenance and/or repair of the Leased Premises, except to the extent such Liabilities result from Landlord's gross negligence or willful misconduct.

13. ALTERATIONS AND IMPROVEMENTS. Tenant, at Tenant's expense, may make, or permit to be made, without Landlord's consent, alterations or improvements to the Leased Premises that are cosmetic in nature only and do not involve any structural changes in or to the Leased Premises. Tenant shall not make any alterations to the footprint of any buildings on the Leased Premises and Tenant shall not add, remove or alter any walls, columns or beams on the Leased Premises without Landlord's prior written consent. If Landlord allows Tenant to make any alterations or improvements, Tenant shall make the same in accordance with all applicable laws, rules, codes, ordinances and regulations, in a good and workmanlike manner and in quality equal to or better than the original construction of any buildings and shall comply with such requirements as Landlord reasonably considers necessary or appropriate (if any), including without limitation requirements as to the manner in which and the times at which such work shall be done and the contractor or subcontractors to be selected to perform such work. Upon completion of any such work, if requested by Landlord, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Tenant shall promptly pay all costs attributable to such alterations and improvements and shall indemnify, defend and hold Landlord harmless against any mechanics' liens or other liens, claims and violations filed or asserted as a result thereof and any costs or expenses incurred as a result thereof. Tenant shall promptly repair any damage to the Leased Premises caused by any such alterations or improvements. Any alterations or improvements to the Leased Premises shall become a part of the realty and the property of Landlord and shall not be removed by Tenant.

14. WAIVER OF SUBROGATION. Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard to the extent that such is covered by insurance on the Leased Premises, or covered by insurance in connection with property owned or activities conducted on the Leased Premises, regardless of the cause of the damage or loss. Tenant shall obtain a waiver of subrogation from its insurer.

15. TRADE FIXTURES AND OTHER PERSONAL PROPERTY. Some of the trade fixtures, furniture, equipment, machinery and other personal property of Tenant may remain at the Leased Premises provided that (and so long as) it is not encumbered by any liens or subject to any existing, pending or threatened third party claims. To the extent that Tenant does not want such personal property, Tenant shall be permitted to leave the personal property at the Leased Premises. Tenant shall use best efforts to identify and notify of what personal property it intends to leave on the Leased Premises at least thirty (30) days before vacating the Leased Premises,

and Tenant shall make good faith efforts to promptly provide updates to Landlord regarding the status of such identification and notification upon Landlord's request. The parties agree to execute a bill of sale or any other documents necessary to effectuate the donation of the personal property. Tenant, at Tenant's expense, shall be responsible for removing any personal property Tenant doesn't elect to leave at the Leased Premises. Tenant shall repair at its own expense any and all damage to the Leased Premises resulting from such removal. Except for the personal property identified by Tenant as intending to be left on the Leased Premises pursuant to this Section 15, any other personal property that Tenant does not remove from the Leased Premises within ten (10) days of the expiration date of the Lease Term or earlier termination date of this Lease shall become the property of the Landlord unless Landlord elects to require their removal, in which case Tenant shall promptly remove same at Tenant's expense, and if Tenant does not promptly remove same, Landlord shall have the right to do so and to charge Tenant for the cost of same, and in such event Tenant shall promptly pay or reimburse Landlord for such cost.

16. LIENS. Tenant shall keep the Leased Premises free and clear of all mechanics' and materialmen's liens and other liens on account of work done for or on behalf of Tenant or persons claiming under or on behalf of Tenant. Should any such lien be filed against the Leased Premises, Landlord may, without notice to Tenant, elect to obtain the release of each lien and any sums expended by Landlord shall be immediately repaid to Landlord by Tenant together with interest at the rate of twelve percent (12%) per annum. Should Tenant elect to dispute the amount required to release such lien or the quality of service provided by the person or entity who placed the lien, Landlord shall have the right to require Tenant to provide a bond or other security against such lien in form and content acceptable to Landlord.

17. SIGNAGE. Tenant's signage shall comply with all applicable laws, rules, codes, ordinances and regulations.

18. QUIET ENJOYMENT. Provided Tenant performs all of the terms, conditions, covenants and obligations applicable to Tenant set forth in this Lease, Tenant shall have the peaceful and quiet enjoyment of the Leased Premises.

19. RIGHT OF ENTRY. Landlord and Landlord's agents and contractors shall have access to the Leased Premises at reasonable hours upon prior notice for the purposes of inspecting the Leased Premises, making any repairs and maintenance to the Leased Premises that Landlord deems necessary or appropriate pursuant to Section 7. A. above, and showing the Leased Premises to prospective purchasers or replacement tenants provided, however, Landlord shall not knowingly allow or knowingly permit a competitor of Tenant on or about the Leased Premises pursuant to this Section 19.

20. FIRE OR OTHER CASUALTY. Should the Leased Premises or any part thereof be substantially damaged or destroyed by fire or other casualty, Tenant shall immediately notify Landlord in writing, and Landlord shall have the right to apply all or part of the insured proceeds received by Landlord under insurance policies in any manner that Landlord chooses. If Landlord elects not to repair, restore, or rebuild the Leased Premises so that after such repairing, restoration, or rebuilding the Leased Premises shall be substantially similar as prior to such damage or destruction, then (i) so long as such casualty or damage was not caused by the act, neglect, misuse, fault of, or omission of any duty by Tenant, or any of Tenant's agents,

contractors, permitted subtenants (if any), employees, licensees or invitees, Tenant may, at its option elect to terminate this Lease, upon giving thirty (30) days written notice to Landlord and (ii) Landlord may, at its option elect to terminate this Lease, upon giving thirty (30) days written notice to Tenant.

21. EMINENT DOMAIN. If the Leased Premises, or any part thereof, are taken by virtue of eminent domain, if the taking is such as to, in a practical manner, render the Leased Premises unusable for the purposes of Tenant's use as described in Section 4, this Lease shall cease and terminate. No part of any award granted in connection with such taking shall belong to Tenant unless specifically designated for Tenant's leasehold interest herein.

22. DEFAULT. The occurrence of any one of the following shall constitute a default by Tenant.

A. Failure to pay any monetary obligation when due, and such failure shall continue for a period of ten (10) days after Landlord has given Tenant notice thereof;

B. Abandonment or vacation of the Leased Premises (it being agreed that absence from the Leased Premises for fourteen (14) consecutive days or the removal of substantially all of Tenant's property will create a conclusive presumption of abandonment);

C. Declaration of Tenant as insolvent or bankrupt, or an assignment made by Tenant for the benefit of its creditors or the appointment of a receiver, guardian, or trustee for Tenant's property; or

D. Failure to perform any other provision of this Lease if the failure to perform is not cured within twenty (20) days after notice thereof has been given to Tenant.

23. LANDLORD'S REMEDIES. Landlord shall have the following remedies if Tenant commits a default or breach which remedies are not exclusive but rather they are cumulative in addition to any remedies now or later allowed by law:

A. Declare any and all rental costs immediately due and payable and collect the present value of same by distress or otherwise;

B. Terminate this Lease and require Tenant to vacate the Leased Premises; and

C. Landlord may "lock out" Tenant, or may enter the Leased Premises and evict and expel Tenant therefrom without prejudice to other remedies and without being deemed guilty in any manner of trespass; and Tenant's right (if any) to receive notice to quit possession and every other formality is hereby expressly waived by Tenant in case of such default or breach of this Lease.

If Tenant fails to vacate the Leased Premises as herein provided, Landlord shall have the right to remove any and all trade fixtures, furniture, equipment, machinery and other personal property of Tenant from the Leased Premises and place the same either in storage provided by Landlord or provided by a storage company having facilities in the Commonwealth of Kentucky.

Upon placing such personal property in storage, Landlord shall have a lien on such property for the cost of removing such personal property from the Leased Premises to a place of storage, and the cost of storage. The lien upon such property may be satisfied by the sale of it by Landlord in the same manner and according to the requirements of the Uniform Commercial Code as then existing in the Commonwealth of Kentucky. Upon the sale of such property, the proceeds shall be applied to the expenses incurred in making such sale, the payment of any amounts due to Landlord under this Lease and/or to expenses incurred for the removal from the Leased Premises and storage. If there shall be any balance, it shall be paid to Tenant.

All rights and remedies of Landlord are cumulative, and the exercise of any one shall not be an election excluding Landlord at any other time from exercising a different or inconsistent remedy. No waiver by Landlord of any term, condition, covenant or obligation shall be deemed to imply or constitute a further waiver of the same at a later date.

24. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease nor sublet the Leased Premises or any part thereof without the prior written consent of Landlord. In the event any assignment of this Lease or subletting of the Leased Premises or any part thereof is made by Tenant whether or not the same is consented to by Landlord, Tenant shall remain responsible and liable to Landlord for payment of any and all rental costs and for the faithful performance of all of the terms, conditions, covenants and obligations of this Lease. Upon the occurrence a default, if all or any part of the Leased Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or by law, may, at its option, collect directly from the assignee or subtenant any and all rental costs becoming due to Landlord by reason of the assignment or subletting. Any collection by Landlord from the assignee or subtenant shall not be construed to constitute a novation of release of Tenant from the further performance of its obligations under this Lease. Landlord shall have the right to make Landlord's consent to any subletting and assignment subject to certain conditions including (i) Landlord's receipt of a copy of the agreement memorializing such transaction on a form acceptable to and approved by Landlord, (ii) Tenant is not in default under this Lease and (iii) such subtenant or assignee assumes in writing (acceptable to and approved by Landlord) the duties and obligations of Tenant under this Lease, and Landlord shall be permitted to enforce the provisions of this Lease against the Tenant hereunder and such subtenant or assignee.

25. NOTICES. All notices and other communications required or permitted to be given hereunder shall be deemed given if delivered in writing by email (with confirmation that such email was sent), by hand delivery, or by a nationally recognized overnight courier service, to the address hereinafter set forth for the recipient of such notices or to such other address as shall be designated by either Landlord or Tenant in accordance with this Section (with confirmation that such notice or other communication was delivered to the correct address in accordance with this Section), and shall be deemed given the date such notice was given as to email and hand delivery, and one (1) business day after having been deposited with a nationally recognized overnight courier service.

If to Landlord: Jefferson County Public Schools
CB Young Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209

Attn: Ryan Kidd, Coordinator Capital Projects
Email: ryan.kidd@jefferson.kyschools.us

With a copy to: Wyatt, Tarrant & Combs, LLP
400 W. Market St., Suite 2000
Louisville, Kentucky 40202
Attention: Ben Straus
Email: bstraus@wyattfirm.com

If to Tenant: Yum! Brands, Inc.
1441 Gardiner Lane
Louisville, KY 40213
Attn: Carson Stewart, Chief Legal Officer, Yum! Corporate
Email: Carson.Stewart@yum.com

With a copy to:
Frost Brown Todd LLP
400 West Market, Suite 3200
Louisville, KY 40202
Attn: Tanner Nichols
Email: tnichols@fbtlaw.com

26. WAIVER & MODIFICATION. The failure of either party to insist in any instance on strict performance of any term, condition, covenant or obligation set forth in this Lease shall not be construed as a waiver of such term, condition, covenant or obligation. No modifications of any provision set forth in this Lease shall be valid unless in writing and signed by the parties hereto.

27. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and the successors and permitted assigns of the parties hereto.

28. GENDER, NUMBER. As used herein the masculine shall include the feminine, and vice versa, and the singular shall include the plural, and vice versa, whenever such meanings would be appropriate.

29. CAPTIONS. The captions appearing at the beginning of each of the Sections of this Lease are for references only and are not to be considered a part of this Lease.

30. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and such remaining term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

31. END OF LEASE TERM AND ATTORNEY'S FEES. Upon the expiration of the Lease Term or earlier termination of this Lease, Tenant shall quit and surrender to Landlord the

Leased Premises in broom clean, good order and condition without the need for any repairs or replacements, ordinary wear and tear excepted, in full compliance with all applicable laws, rules, codes, ordinances and regulations. In the event the Leased Premises is not left in such order and condition, Landlord shall have the right to cause the Leased Premises to be in such order and condition and to make repairs or replacements deemed needed in Landlord's reasonable discretion and to charge Tenant for the cost of same by delivering written evidence of such cost to Tenant, and in such event Tenant shall promptly pay or reimburse Landlord for such cost. If any rental costs or other sums owing under this Lease are collected by or through an attorney-at-law, Tenant agrees to pay Landlord's reasonable attorney's fees.

32. NO BROKERS. Tenant warrants and represents that Tenant has had no dealings with any broker or agent in connection with this Lease and Tenant covenants to pay, defend, hold harmless, and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent acting for or on behalf of Tenant with respect to this Lease or the negotiation thereof. Landlord warrants and represents that Landlord has had no dealings with any broker or agent in connection with this Lease and to the extent permitted by applicable law, Landlord covenants to pay, defend, hold harmless, and indemnify Tenant from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent acting for or on behalf of Landlord with respect to this Lease or the negotiation thereof.

33. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant shall at all times during the Lease Term, at Tenant's expense, obey and comply with all laws, rules, codes, ordinances and regulations applicable to the Leased Premises and Tenant's use thereof, including those pertaining to environmental matters, or regulating, prohibiting or otherwise having to do with asbestos and all other toxic, radioactive, or hazardous wastes or materials including, but not limited to the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as from time to time amended (all in this Section collectively called "Laws"). Tenant shall indemnify, defend and hold Landlord free and harmless from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Landlord shall incur, or which Landlord may or would otherwise incur, by reason of Tenant's failure to comply with this Section, including, but not limited to: (i) the cost of bringing the Leased Premises into compliance with all Laws; (ii) the cost of all appropriate tests and examinations of the Leased Premises to confirm that the Leased Premises have been brought into compliance with all Laws; and (iii) the reasonable fees and expenses of Landlord's attorneys, engineers and consultants incurred by Landlord in enforcing and confirming compliance with this Section.

34. LANDLORD'S EXCULPATION; SURVIVAL. Any liability of Landlord (and its members, directors, employees, agents or affiliates) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under this Lease or arising out of the relationship between Landlord and Tenant shall be limited solely to Tenant's actual direct, but not consequential, special or punitive damages therefor and shall be recoverable only from Landlord's equity interest in the Leased Premises, and in no event shall any personal liability be asserted against Landlord, its members, directors, employees, agents or affiliates in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord. Tenant's obligations and covenants under this Lease shall survive the expiration of the

Lease Term or earlier termination of this Lease except as otherwise expressly set forth in this Lease to the contrary.

35. GOVERNING LAW. This Lease shall be governed by and construed under the laws of the Commonwealth of Kentucky and Tenant agrees that any dispute arising out of this Lease shall be litigated only in the courts of the Commonwealth of Kentucky.

36. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties hereto may rely on signature by facsimile, emailed PDFs or other electronic signature to the same extent as if they were original signatures.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

LANDLORD:

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

By: ______________________
Dr. Brian Yearwood, Superintendent

Date: 12-9-2025

TENANT:

YUM! BRANDS, INC.,
a North Carolina corporation

By: ______________________
Carson T. Stewart, Chief Legal Officer,
Yum! Corporate Attorney-in-fact

Date: ______________________

102131525.5

0102329.0763925 4898-4383-3712v3

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

LANDLORD:

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

By: ______________________________
Dr. Brian Yearwood, Superintendent

Date: ______________________________

TENANT:

YUM! BRANDS, INC.,
a North Carolina corporation

By: ______________________________
Carson T. Stewart, Authorized Signatory

Date: 12/14/25

YUM! BRANDS, INC.

1441 Gardiner Ln.
Louisville, KY 40213

December 19, 2025

Jefferson County Public Schools
CB Young Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209
Attn: Ryan Kidd, Coordinator Capital Projects
Email: ryan.kidd@jefferson.kyschools.us

Re: Lease between BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, operating as Jefferson County Public Schools, as landlord ("Landlord") and YUM! BRANDS, INC., a North Carolina corporation, as tenant

To Whom This May Concern,

In connection with that certain Lease (the "Lease") by and between Landlord and Tenant, the undersigned parties have agreed as follows:

1. Upon the reasonable request of Tenant, Landlord agrees, to the extent permitted by applicable law, to amend the Lease to allow up to 40 employees of Tenant or its affiliates to continue to occupy a portion of the Leased Premises following the termination or expiration of the Lease Term (subject to terms and conditions to be more particularly described therein), but in no event shall such occupancy extend past December 18, 2026. The occupancy would be located in the basement level of the Tech Center Building or in such other area of the Leased Premises as the parties mutually agree. The parties agree to negotiate the lease amendment in good faith.

2. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. All other provisions of the Lease remain unaffected by the provisions of this letter agreement.

Sincerely,

YUM! BRANDS, INC.,
a North Carolina corporation

By: ______________________
Carson T. Stewart, Authorized Signatory

Agreed:

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

By: Brian Yearwood
Dr. Brian Yearwood, Superintendent

Date: 12/21/2025

102214796.1
0102329.0763925 4926-3700-1603v5

EXHIBIT B

DEPICTION OF SUBLEASED PREMISES

TC-GS