

LEASE AND PURCHASE OPTION AGREEMENT AMENDMENT

THIS LEASE AND PURCHASE OPTION AGREEMENT AMENDMENT (hereinafter the "Amendment") is made and entered into this 14th day of May, 2025, by and between the **COUNTY OF APPOMATTOX, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter "Owner") and the **APPOMATTOX CHRISTIAN ACADEMY**, a Virginia non-stock corporation (hereinafter "ACA").

WITNESSETH:

WHEREAS, the parties entered into that certain Lease and Purchase Option Agreement, dated July 18, 2022, (hereinafter the "Lease") in which ACA was granted a lease for real property located at 189 Price Lane and identified as Tax Parcel # 64A2 A 8616.05 consisting of approximately 16.054 acres of land, together with all buildings and other improvements thereon (hereinafter the "Property"); and

WHEREAS, the parties have agreed to certain portions of the Property need to be excluded from the Lease so that the Owner may lease those portions directly to the Central Virginia Community College in order to take advantage of certain grant funding provided through the Commonwealth of Virginia.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 1 of the Lease is deleted in its entirety and replaced as follows:

Leased Premises. The Owner owns the real property in Appomattox County, Virginia, as more specifically defined as the real property designated as 189 Price Lane and identified as Tax Parcel # 64A2 A 8616.05 and as depicted on Exhibit A, consisting of approximately 16.054 acres of land, together with all buildings and other improvements thereon and all rights, easements and appurtenances thereunto belonging or appertaining (the "Property"). The Property is also the location of the former Carver-Price High School. The Owner hereby lets, grants, demises, and leases to ACA, and ACA hereby leases and takes from Owner, for the term and upon the conditions hereinafter set forth, that portion of the Property (the "Premises" or the "Leased Premises") consisting of the entire Property other than (a) that portion of the Property which is leased to and occupied by Carver-Price Legacy Museum as set forth in attached Exhibit B (the "Carver-Price Museum Space") in accordance with the terms set forth in a Lease Agreement dated as of August 1, 2021 by and between Owner and Carver-Price Legacy Museum (the "Carver-Price Legacy Museum Lease") and (b) that portion of the Property which is leased to and occupied by Central Virginia Community College as set forth on attached Exhibit B (the "CVCC Space") in accordance with the terms set forth in a Deed of Lease dated April 18, 2007, by and between Owner and Central Virginia Community College, as amended by a First Amendment to Deed of Lease dated

May 25, 2018, as well as a second Lease Agreement dated _____, 2025 (the "CVCC Leases", and together with the Carver-Price Legacy Museum Lease, the "Existing Leases").

The parties also agree that the Board Room utilized by the Appomattox Board of Supervisors, the School Maintenance Shop and the Alternative Education Cottage shall continue their current uses until such time as ACA purchases the Property.

- 2. All other provisions of the Lease shall remain in full force and effect.

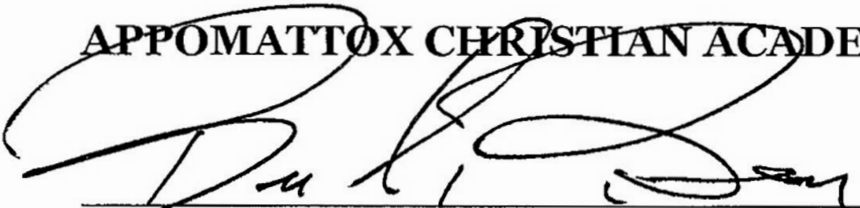
IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

COUNTY OF APPOMATTOX, VIRGINIA

Susan Adams, County Administrator

Approved as to Form:

Mark C. Popovich, County Attorney

APPOMATTOX CHRISTIAN ACADEMY


~~President~~ **CHAIRMAN OF THE BOARD**