

ADDENDUM TO DEED OF LEASE

WHEREAS the Botanical Garden of the Piedmont, Inc. ("Lessee") currently rents land owned by the City of Charlottesville, Virginia ("Lessor") under a forty (40) year ground lease dated November 8, 2021 (the "Lease");

WHEREAS the Lessee is preparing its first phase of construction of a Botanical Garden that will be open and free of charge to City residents;

WHEREAS the Lessee was recently awarded a one-million dollar (\$1,000,000.00) federal grant from the National Fish and Wildlife Foundation (the "NFWF") to provide Lessee with financial assistance for implementing a nature-based stormwater management system that will improve water quality and protect native habitat (the "NFWF Grant");

WHEREAS Section 4.3 of the NFWF Grant contains a clause whereby the Federal Government retains a reversionary interest solely in certain grant-funded improvements constructed by Lessee with the granted funds during their useful life if Lessee defaults under its agreement with the NFWF;

WHEREAS the Lessee requests approval from the Lessor to enter into the NFWF Grant;

WHEREAS the Lessee requests acknowledgment by Lessor of Section 4.3 in the NFWF Grant regarding the federal government's limited reversionary interest in such grant-funded improvements;

WHEREAS, Lessors desires to clarify that it is not granting any interest in its fee ownership of the land and is not assuming any obligations under the NFWF Grant;

NOW THEREFORE, subject to this Addendum, the Lessor hereby approves the Lessee to enter into the NFWF Grant.

Lessor further acknowledges that the Federal Government may retain a limited reversionary interest solely in the grant-funded improvements constructed by Lessee and solely to the extent of Lessee's interest therein.

As consideration for said approval and acknowledgment, Lessee hereby agrees that any default under the NFWF Grant during the Lease Term, and any extensions, shall constitute Lessee's default under Section 21 of the Lease.

Said approval and acknowledgment supplements the Lease but does not otherwise modify any of its terms, which shall all remain in full force and effect notwithstanding this Addendum.

Nothing in this Addendum shall be construed as:

- (a) granting the Federal Government any interest in the City's fee simple ownership of the land;
- (b) creating any lien, mortgage, pledge, security interest, or encumbrance upon the City's land,

- (c) constituting a pledge of the City’s credit or assets in aid of any private entity;
- (d) making the City a guarantor of Lessee’s obligations under the NFWF Grant; or
- (e) causing the City to assume any repayment or performance obligations arising under the NFWF Grant.

Any federal interest herein shall be subordinate to the City’s fee ownership and limited solely to Lessee’s leasehold rights and Lessee’s grant-funded improvements, if any.

LESSOR: CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____

Title: _____

Date: _____

LESSEE: BOTANICAL GARDEN OF THE PIEDMONT, INC.

By: _____

Title: _____

Date: _____