

**FIRST AMENDMENT TO THE NOTE
OF THE LEWIS & CLARK EXPLORATORY CENTER OF VIRGINIA, INC. TO THE
ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA**

THIS FIRST AMENDMENT TO THE NOTE of the Lewis & Clark Exploratory Center of Virginia, Inc., a Virginia Corporation (hereinafter, the “Borrower”), dated April 17, 2013, in which it promised to pay to the Economic Development Authority of Albemarle County Virginia (hereinafter, the “Noteholder”), 401 McIntire Road, Charlottesville, Virginia, 22902, the sum of one hundred thirty thousand dollars (US \$130,000.00) (hereinafter, the “Principal Amount Outstanding” and the “Note”) in full satisfaction of a loan from the Noteholder to the Borrower, is hereby entered into on June ____ 2016.

WITNESSETH:

WHEREAS, the Borrower executed the Note on April 17, 2013; and

WHEREAS, the Borrower and the Noteholder desire to amend the Note to provide for the Borrower to make quarterly payments in a specified sum, which shall be applied to the Principal Amount Outstanding, and to extend the date by which the Principal Amount Outstanding is due and payable.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by the Borrower and Noteholder as follows:

1. Section 1 is amended to read as follows:

[Note: Strikethrough identifies existing text in the original Note being deleted; double underlining identifies text being added to the Note by this Amendment]

1. Term; extension; right to prepay. If not sooner paid, the entire Principal Amount Outstanding shall be due and payable on ~~October __, 2013~~ December 31, 2017, provided that:

A. Quarterly payments. The Borrower shall make quarterly principal payments, each in the amount of six hundred twenty-five dollars and no cents (\$625.00) until December 31, 2017. The quarterly payments shall be received by the Noteholder by not later than June 30, 2016, September 30, 2016, December 31, 2016, March 31, 2017, June 30, 2017, and September 30, 2017, respectively. These payments shall be applied to the Principal Amount Outstanding owed to the Noteholder under this Note.

B. Acknowledgement of January 2016 payment. The Noteholder acknowledges receipt of a check issued by the Borrower in the amount of six hundred twenty-

five dollars and no cents (\$625.00). If a bank does not honor the check because of the passage of time between the date of its issuance by the Borrower and the attempted deposit by the Noteholder, the Borrower shall promptly reissue a check in the same amount and present it to the Noteholder. This payment shall be applied to the Principal Amount Outstanding owed to the Noteholder under this Note.

C. Extension; ~~provided that, u~~Upon receipt of a written request from the Borrower before ~~October __, 2013~~December 31, 2017, the Noteholder, in its sole discretion, and with the approval of the Albemarle County Board of Supervisors, may extend the date by which the Principal Amount Outstanding shall be due and payable. The Borrower may pay some or all of the Principal Amount Outstanding at any time before the due date.

2. Section 9 is added to read as follows:

9. Amendments to the Note. Any amendment to the Note shall be deemed to be part of the Note, including as it is referenced in and attached to the Loan Commitment letter dated April 17, 2013.

3. Section 10 is added to read as follows:

10. The Note continues in full force and effect except as amended herein. Except as expressly amended by this Amendment, the Note is and shall continue to be in full force and effect in accordance with the terms thereof.

BORROWER

**THE LEWIS & CLARK EXPLORATORY
CENTER OF VIRGINIA, INC., A VIRGINIA
CORPORATION**

By: _____
Francis McQ. Lawrence, Esq., President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____, President, on behalf of The Lewis & Clark Exploratory Center of Virginia, Inc.

Notary Public

My Commission Expires: _____

Registration number: _____

SIGNATURES CONTINUE ON THE NEXT PAGE

NOTEHOLDER

**ECONOMIC DEVELOPMENT
AUTHORITY OF THE COUNTY OF
ALBEMARLE, VIRGINIA**

By: _____
W. Rod Gentry, Chairman

Date: _____

Approved as to Form:

County Attorney

Date