Technology Manufacturing Building
Comparison of Union First 2011 and 2015 Loans

2011 Union First Loan

Total Loan	$9,385,000
Rate:	3.75% Fixed Interest Rate
Term	Three (3) years
Amortization	20 years (17 years remaining)
Monthly Payment	$55,972.05
Prepayment	No Penalty (Did not allow refinance to lower interest rate)
Collateral	First Deed of Trust on Property Montgomery County, VA Moral Obligation Assignment of Leases and Rents

2015 Union First Loan

Total Loan	$8,442,808.80
Rate:	3.40% Fixed Interest Rate
Term	Five (5) Years
Amortization	20 years
Monthly Payment (EST.)	$48,417.20
Prepayment	No Penalty (Allows Refinancing at any time.)
Collateral	First Deed of Trust on Property Montgomery County, VA Moral Obligation Assignment of Leases and Rents
Loan Renewal Fee	$2,500
Principal Paid Over Term of Loan	$1,994,298.31

Note: The total outstanding debt on the building is $9.5 million which includes this loan and another loan of $1.1 million.

AMENDMENT TO BOND

THIS AMENDMENT TO BOND, made and entered into as of the first day of January, 2015, by and among the ECONOMIC DEVELOPMENT AUTHORITY OF MONTGOMERY COUNTY, VIRGINIA (the "Authority"), UNION FIRST MARKET BANK (the "Bank"), which is the successor by merger to StellarOne Bank (the "Original Bank"), and the COUNTY OF MONTGOMERY, VIRGINIA (the "County");

WITNESSETH:

WHEREAS, pursuant to a Bond Purchase and Loan Agreement dated as of December 1, 2011 (the "Agreement") between the Authority and the Original Bank, the Authority issued to the Original Bank its Taxable Revenue Bond, Series 2011, in the original principal amount of $9,385,000 (the "Bond");

WHEREAS, in order to provide monies to pay the principal of and interest on the Bond, to the extent that the other funds of the Authority are not available therefor, the County has entered into a Support Agreement dated as of December 1, 2011 (the "Support Agreement") with the Authority;

WHEREAS, the Bond is to mature on January 1, 2015, and the Authority has requested that the maturity of the Bond be extended as herein provided;

WHEREAS, the Bank is willing to so extend the maturity of the Bond; and

WHEREAS, the County is willing to provide monies pursuant to the Support Agreement during the extended term of the Bond;

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

Section 1. Amendment of Bond. The Bond is hereby amended as follows:

(a) The Maturity Date of the Bond is changed from January 1, 2015 to February 1, 2020; provided that the entire principal of and interest on the Bond shall become due and payable in full on the date that any portion of the Property, or any interest therein, is sold or otherwise transferred other than pursuant to Section I of the Deed of Trust and Section VII of the Bond Purchase and Loan Agreement.

(b) Beginning January 1, 2015 and continuing through the day preceding the Maturity Date, the Bond shall bear interest at the rate of 3.40% per annum.

(c) Beginning March 1, 2015 and continuing through the first day of the month preceding the Maturity Date, the amount of principal of and interest on the Bond payable on the first day of each month is changed from $55,972.05 to $48,883.51.

(d) The Authority shall not be required to make any payment of principal of or interest on the Bond on February 1, 2015, but interest shall continue to accrue on the Bond in accordance with its terms, and all then accrued interest shall be payable on March 1, 2015.

Section 2. Defined Terms. All capitalized terms herein that are not defined herein shall be defined in the same manner as such terms are defined in the Basic Documents (as defined in the Agreement). For purposes of this Amendment, the Basic Documents shall include this Amendment. Any reference herein to the Basic Documents shall be a reference to the Basic Documents as hereby amended.

Section 3. Representations and Warranties with Respect to Authority. All of the representations and warranties with respect to the Authority set forth in Section II of the Agreement and in the General Certificate of Authority delivered in conjunction with the issuance of the Bond were true and accurate in all respects. The Authority further represents and warrants as follows:

(a) The Authority is duly organized and validly existing as an industrial development authority under the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act") and has the power and authority (i) to amend the Bond as provided herein and (ii) to consummate all transactions contemplated by, and perform its obligations under, the Basic Documents.

(b) The Bond has been duly authorized, executed, issued and delivered and, as hereby amended, constitutes a legal, valid and binding limited obligation of the Authority, entitled to the benefit and security of the Assignment Agreement, the Support Agreement and the Deed of Trust.

(c) The adoption and the execution and delivery of the Basic Documents, and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, did not, do not and will not (i) violate the Constitution or laws of the Commonwealth of Virginia, including, without limitation, the Act, the ordinance creating the Authority, the Authority's Bylaws or any other existing law, rule, regulation, order, writ, judgment, injunction, decree, or determination of any court, regulatory agency or other governmental unit by which the Authority is bound, or (ii) conflict with, result in a breach of, or constitute a default under, any existing resolution, ordinance, indenture of trust or mortgage, loan or credit agreement, or any other existing agreement or instrument to which the Authority is a party or by which the Authority may be bound.

(d) The Authority has duly authorized, executed and delivered, and approved the performance by the Authority of its obligations contained in, the Basic Documents.

(e) All approvals, consents and orders, if any, of any governmental authority, board, agency or commission having jurisdiction over the Authority which would constitute a condition precedent to the performance by the Authority of its obligations under the Basic Documents have been obtained.

(f) No suit, action, proceeding or investigation is pending nor, to the knowledge of the Authority, threatened against or affecting any of the Authority's or the County's

properties, or against or affecting the Authority or the County, before any court or governmental department, commission, board, bureau, agency or instrumentality which involves or would materially affect any of the transactions contemplated by the Basic Documents, or which, if determined adversely, could have a material adverse effect on (i) the organization or existence of the Authority, (ii) the execution and delivery by the Authority of the Basic Documents, (iii) the performance by the Authority of its obligations under the Basic Documents, (iv) the validity or enforceability of the Basic Documents or the transactions contemplated thereby, (v) the title or authority of any Authority or County officials executing the Basic Documents or other documents relating to the transactions contemplated thereby, (vi) any authority or proceeding relating to the execution and delivery of the Basic Documents on behalf of the Authority or the County or, (vii) any authority of the County to make payments or to perform its obligations under the Support Agreement.

(g) No set of facts exists that, either immediately upon execution and delivery of any of the Basic Documents or with the passage of time or giving of notice, or both, thereafter, would cause or lead to a default under any of the Basic Documents.

(h) The Authority has not created or suffered to be created or agreed to create or suffer to be created any lien, encumbrance, or charge upon the Revenues or the Support Agreement Revenues pledged under the Assignment Agreement except the pledge, lien and charge for the security of the Bond or the Prior Bond, and such pledge, lien and charge for the security of the Prior Bond was released at Closing.

(i) The Authority has adopted a resolution authorizing the execution and delivery of this Amendment (the "Authority Resolution"), a true and correct copy of which is attached hereto. The Authority Resolution was adopted at a meeting duly called and held at which a quorum for the transaction of business was present and acting at the time the Authority Resolution was adopted. The Authority Resolution was adopted by the affirmative vote of at least four of the directors of the Authority (the "Directors"). The Authority Resolution has not been repealed, revoked, rescinded or amended, and is, as of the date hereof, in full force and effect. The Authority Resolution is the only resolution adopted by the Authority with respect to this Amendment.

(j) The bylaws of the Authority have not been amended since the Closing. The Authority has had no other procedural rules at any time since the Closing.

(k) Each of the Directors has at all times since his appointment been a resident of the County or a locality adjoining the boundaries of the County. None of the Directors has a personal interest (as defined in Section 2.2-3101 of the Virginia Code) in the Bond or the Amendment or in any transaction contemplated thereby or is an officer or employee of the County. Prior to the adoption of the Authority Resolution by the Authority, each Director had filed in the office of the Clerk of the governing body of the County (the "Clerk") a statement satisfying the requirements of the second paragraph of Section 2.2-3115A of the Virginia Code.

(l) Prior to the adoption of the Authority Resolution, each Director had taken and subscribed the oath prescribed by Section 49-1 of the Virginia Code with respect to his current term of office as a Director.

Section 4. Representations and Warranties with Respect to County. All of the representations and warranties with respect to the County set forth in Section III of the Agreement and in the General Certificate of County delivered in conjunction with the issuance of the Bond were true and accurate in all respects. The County further represents and warrants as follows:

(a) The County has the power and authority to consummate all transactions contemplated by, and perform its obligations under, the Basic Documents.

(b) The adoption and the execution and delivery of the Basic Documents executed by the County and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, did not, do not and will not (i) violate the Constitution or laws of the Commonwealth of Virginia, or any other existing law, rule, regulation, order, writ, judgment, injunction, decree or determination of any court, regulatory agency or other governmental unit by which the County is bound, or (ii) conflict with, result in a breach of, or constitute a default under, any existing resolution, ordinance, indenture of trust or mortgage, loan or credit agreement, or any other existing agreement or instrument to which the County is a party or by which the County may be bound.

(c) The County has duly authorized, executed and delivered, and approved the performance by the County of its obligations contained in, the Basic Documents to which it is a party.

(d) All approvals, consents and orders, if any, of any governmental authority, board, agency or commission having jurisdiction over the County or the Project which would constitute a condition precedent to the performance by the County of its obligations under the Basic Documents have been obtained.

(e) No suit, action, proceeding or investigation is pending nor, to the knowledge of the County, threatened against or affecting any of the Authority's or the County's properties, or against or affecting the Authority or the County, before any court or governmental department, commission, board, bureau, agency or instrumentality which involves or would materially affect any of the transactions contemplated by the Basic Documents, or which, if determined adversely, could have a material adverse effect on (i) the organization or existence of the County, (ii) the execution and delivery by the County of any of the Basic Documents, (iii) the performance by the County of its obligations under the Basic Documents, (iv) the validity or enforceability of the Basic Documents or the transactions contemplated thereby, (v) the title or authority of any Authority or County officials executing the Basic Documents or other documents relating to the transactions contemplated thereby, (vi) any authority or proceeding relating to the execution and delivery of the Basic Documents on behalf of the Authority or the County, (vii) any authority of the County to pay Support Agreement Revenues under the Support Agreement or to perform the County's obligations under the Support Agreement, or (viii) the County's financial condition or ability to operate.

(f) No set of facts exists that, either immediately upon execution and delivery of any of the Basic Documents or with the passage of time or giving of notice, or both, thereafter, would cause or lead to a default under any of the Basic Documents.

(g) The Board of Supervisors of the County (the "Board") has duly called and held a public meeting of the Board at which meeting a quorum was present and acting throughout. A resolution authorizing the execution and delivery of this Amendment (the "County Resolution"), a true and correct copy of which is attached hereto, was duly adopted by the Board, by the affirmative vote of a majority of the members of the Board, at such meeting. The minutes of such meeting set forth the name of each member of the Board who voted with respect to the County Resolution and how such member voted with respect thereto.

(h) The County Resolution has not been altered, amended or rescinded and is as of the date hereof in full force and effect. The Board has adopted no other ordinances or resolutions that relate to this Amendment.

(i) None of the members of the Board has a personal interest (as defined in Section 2.2-3101 of the Code of Virginia of 1950, as amended) in the Support Agreement or in any transaction contemplated thereby or by the County Resolution. Prior to the adoption of the County Resolution, each member of the Board had filed in the office of the Clerk a disclosure statement satisfying the requirements of the first paragraph of Section 2.2-3115 of the Code of Virginia of 1950, as amended, with respect to such member's current term of office.

(j) No litigation of any kind is now pending or, to the best knowledge of the undersigned officers of the Board, threatened to restrain or enjoin the execution, delivery or performance of the Support Agreement or in any manner questioning the proceedings and authority under which the Support Agreement is executed and delivered or affecting the validity of the Support Agreement, the title of the officer signing the Support Agreement has not been contested, and no authority or proceedings for the execution and delivery of the Support Agreement have been repealed, revoked or rescinded.

Section 5. Basic Documents. The Basic Documents, as amended hereby, shall continue in full force and effect. The County's obligation under the Support Agreement to provide monies to pay the principal of and interest on the Bond shall remain in effect until the Maturity Date, as hereby extended; provided that such obligation shall be limited as provided in the Support Agreement.

Section 6. Fee and Expenses. This Amendment shall not be effective until the Authority shall have paid the Bank its $2,500 loan renewal fee. All expenses incurred by the Bank with respect to this Amendment, including attorneys' fees, shall be paid or reimbursed by the Authority.

Section 7. Counterparts. This Amendment may be executed in one or more counterparts, all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, all of the parties have caused this Amendment to Bond to be executed on their behalf by their officers duly authorized as of the day and year first written above.

ECONOMIC DEVELOPMENT AUTHORITY OF MONTGOMERY COUNTY, VIRGINIA

By_____
Chairman

(SEAL)

ATTEST:

_____
Secretary

UNION FIRST MARKET BANK

By_____
Senior Vice President

COUNTY OF MONTGOMERY, VIRGINIA

By_____
Chairman, Board of Supervisors