


[illegible]

The above license fee shall be paid in four (4) installments. The first quarter installment shall be due on June 3Qth. The second, third, and fourth quarter installments shall be due 45 days following the end of that calendar quarter of the year at issue. For purposes of this Agreement, "Gross Revenue" is defined as the total gross revenue directly related to operation of the Park including internet and mail order sales from admissions, retail, and food & beverage operations; but excluding, however, any amounts not fully collected or reimbursed as a result of rebates, discounts, returns, or similarly uncollected revenue. If the Park's admission fee structure, product offering, or cost structure are substantially altered by revisions to the annual operating plan, a mutually agreeable adjustment to the management fee structure will be made.

It is the intent of this amendment to address provisions noted only, and in no way should this amendment be construed to further modify this contract. All other terms and conditions remain the same. Please indicate your acceptance by signature in the area below.

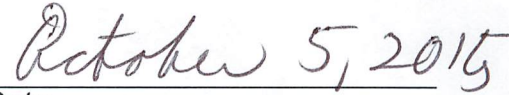
IN WITNESS WHEREOF, the Contractor and the Department have each executed this Agreement in duplicate originals.

Contractor: Chimney Rock Management, LLC

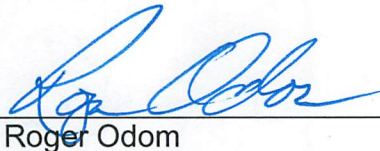


Mary Jaeger-Gale
General Manager

The Department of Natural and Cultural Resources



Date



Roger Odom

Director of Procurement and Contract
Monitoring



Date

Return two (2) original-signed documents to the address specified below for execution by the Department: