

**FIRST AMENDMENT  
TO THE PROJECT FUNDING AGREEMENT  
BETWEEN THE TOWN OF LITTLETON AND THE  
MASSACHUSETTS SCHOOL BUILDING AUTHORITY**

Effective as of October 13, 2009 (“Effective Date”), this First Amendment to the Project Funding Agreement between the **Town of Littleton** (“District”) and the Massachusetts School Building Authority (“Authority”), including all Exhibits and other documents attached hereto and incorporated by reference herein (“Amendment”), hereby amends the Project Funding Agreement between the District and the Authority for the Project at the **Russell Elementary School** which Agreement had an effective date of October 13, 2009 (hereinafter “Agreement”), as more particularly described below. This Amendment contains all of the terms and conditions agreed upon by the District and the Authority (collectively, “Parties”) as amendments to the original Agreement. No other understandings or representations, oral or otherwise, regarding amendments to the original Agreement shall be deemed to exist or bind the Parties.

The Agreement is hereby amended as follows:

1. The original Exhibit “A” to the Agreement is deleted in its entirety. Inserted in place thereof and made a part of the Agreement in its entirety is an amended “Exhibit “A”, which is attached hereto and incorporated by reference herein.
2. In lines 8 and 9 of Section 2.1 of the Agreement, the following language is deleted: “**seven million, fifty-eight thousand, six-hundred and sixty-three dollars (\$7,058,663.00)**”. Inserted in place thereof is the following: “**four million, nine hundred and seventy-three thousand, five hundred and sixty-two dollars (\$4,973,562.00)**.”
3. In line 12 of Section 2.1 of the Agreement, the following language is deleted: “**\$7,058,663.00**”. Inserted in place thereof is the following: “**\$4,973,562.00**”.

All other terms and conditions of the original Agreement, including Exhibits attached thereto or incorporated by reference therein, that are not hereby deleted or otherwise

amended shall remain in full force and effect. The District warrants and represents that it has read and understands this Amendment. The District further warrants and represents that its undersigned officer or representative has full legal authority to enter into this Amendment on behalf of the District and to bind the District to its terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in duplicate originals by their duly authorized officers or representatives as of the Effective Date written above.

**MASSACHUSETTS SCHOOL BUILDING AUTHORITY**

By,

\_\_\_\_\_  
Katherine P. Craven  
Executive Director

\_\_\_\_\_  
Signature Date

**TOWN OF LITTLETON**

By,

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Type/Print)

\_\_\_\_\_  
Title/Office (Type/Print)