

**AMENDMENT NUMBER 1 TO  
THE GRANT AGREEMENT BETWEEN  
THE ANN ARBOR-YPSILANTI LOCAL DEVELOPMENT FINANCE AUTHORITY AND  
THE CITY OF ANN ARBOR**

This Amendment Number 1 (“Amendment”) is to the Grant Agreement between the City of Ann Arbor, (“Grantee”) and the Ann Arbor-Ypsilanti Local Development Finance Authority, (“Grantor”) dated March 26, 2021 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

- 1) Article 2, Subsection e, is deleted and replaced with the following Subsection e:

“e. Grantee shall: 1) pay all Approved Project Costs, presently estimated to be approximately \$1,000,000 for the design and engineering phase, with a total cost of between \$3,500,000 and \$5,000,000, with the grant funds; 2) be the owner of the facilities constructed pursuant to the project; and 3) receive and account for all grant funds in a separate City Fund entitled: “General Capital Fund: Tech Park Fiber Project.”

- 2) Article 3, Subsection c, is deleted and replaced with the following Subsection c:

“c. Grantor shall disburse to Grantee all Approved Project Costs after Grantor approves the same.”

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

City and Contractor agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

This Amendment to the Agreement shall be binding on the Parties’ heirs, successors, and assigns.

**[SIGNATURE PAGE FOLLOWS]**

**For Contractor**

By \_\_\_\_\_

Its:

Date: \_\_\_\_\_

**For City of Ann Arbor**

By \_\_\_\_\_

Tom Crawford, City Administrator

\_\_\_\_\_  
Marti Praschan, CFO

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney