

**FIRST AMENDMENT TO
STANDBY BOND PURCHASE AGREEMENT**

This FIRST AMENDMENT TO STANDBY BOND PURCHASE AGREEMENT (this "*Amendment*") is dated July 30, 2010 (the "*Amendment Date*"), between DENTON INDEPENDENT SCHOOL DISTRICT (the "*District*") and BANK OF AMERICA, N.A. (the "*Bank*").

WITNESSETH

WHEREAS, the Bank and the District have previously entered into that certain Standby Bond Purchase Agreement dated as of January 15, 2005 (such Standby Bond Purchase Agreement as amended, modified or supplemented prior to the date hereof being referred to as the "*Agreement*"), relating to the \$46,500,000 Denton Independent School District Variable Unlimited Tax School Building Bonds, Series 2005-A (the "*Bonds*");

WHEREAS, pursuant to its terms, the Agreement may be amended at any time by a written amendment thereto, signed by the Bank and the District;

WHEREAS, the parties hereto wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENTS TO THE AGREEMENT.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The following definition appearing in Section 1.1 of the Agreement shall be amended and restated in its entirety to read as follows:

"Scheduled Expiration Date" means 5:00 p.m. on October 1, 2010 or such later date to which the Purchase Period may be extended by the agreement of the Bank and the District as contemplated by Section 2.7 hereof or, if such day is not a Business Day, the next preceding Business Day.

1.02. Section 1.1 of the Agreement is hereby amended by the addition of the definition of the term "*First Amendment Date*" in the appropriate alphabetical location therein which shall read as follows:

"First Amendment Date" means July 30, 2010.

1.03. Section 2.6 of the Agreement is hereby amended and restated in its entirety to read as follows:

Section 2.6. Fees. The District hereby agrees to pay to the Bank in arrears on October 1, 2010 for the period commencing on July 1, 2010, and ending on September 30, 2010 (for fees accruing from the First Amendment Date to September 30, 2010, under this Agreement and for fees accruing from July 1, 2010, to the First Amendment Date under the Agreement), and on the first Business Day of each October, January, April and July occurring thereafter to the Scheduled Expiration Date and on the Scheduled Expiration Date (each a “*Fee Payment Date*”), a non-refundable commitment fee in an amount equal to (i) 0.11% per annum for each day prior to and including August 30, 2010, and (ii) the rate per annum associated with the Rating (as defined below), as specified below for each day after August 30, 2010 (the “*Commitment Fee Rate*”), in each case, on the Commitment (without regard to any temporary reductions of the Commitment) (the “*Commitment Fees*”) during each related period.

LEVEL	FITCH RATING	S&P RATING	FACILITY FEE RATE
Level 1	AA- or above	AA- or above	0.55%
Level 2	A+	A+	0.65%
Level 3	A	A	0.75%
Level 4	A-	A-	0.85%
Level 5	BBB+	BBB+	0.95%
Level 6	BBB	BBB	1.05%
Level 7	BBB-	BBB-	1.15%
Level 8	Below BBB-	Below BBB-	1.25%

The term “*Rating*” as used above shall mean the lowest long-term unenhanced debt ratings assigned by Fitch or S&P to any unlimited tax Indebtedness of the District. Any change in the Commitment Fee Rate resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration or realignment of the long-term unlimited tax credit rating of the District in connection with the adoption of a “*global*” rating scale, each of the Ratings from the agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating

category as currently in effect as mutually agreed to by the parties hereto. In the event that any Rating is suspended or withdrawn by any Rating Agency for credit related reasons, the Commitment Fee Rate shall increase (during the period that such Rating is suspended or withdrawn) by one and one-half of one percent (1.50%) from the Commitment Fee Rate in effect on the date of such suspension or withdrawal. Upon the occurrence and during the continuance of an Event of Default, the Commitment Fee Rate shall increase by one and one-half of one percent (1.50%) from the Commitment Fee Rate in effect on the date of such Event of Default. The Commitment Fees shall be calculated on the basis of a year of 360 days and actual days elapsed and shall be payable quarterly in arrears, together with interest on the Commitment Fees from the date payment is due until payment in full at the Default Rate.

2. CONDITIONS PRECEDENT.

This Amendment shall become effective upon the satisfaction of or waiver by the Bank of all of the following conditions precedent:

2.01. Delivery to the Bank by the District of executed counterparts of this Amendment.

2.02. Delivery to the Bank of a certificate signed by a duly authorized officer of the District that:

(a) the representations and warranties of the District contained in the Agreement (excluding the warranties and representations contained in Section 5.8 and Section 5.12 thereof) are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date, and the representations and warranties contained in Section 5.07 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 6.01(e)(i) of the Agreement); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

2.03. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Bank and its counsel.

2.04. The execution and delivery of this Agreement by the Bank shall constitute the Bank's acknowledgment that such conditions have been satisfied or waived.

3. REPRESENTATIONS AND WARRANTIES OF THE DISTRICT.

In addition to the representations given in Article V of the Agreement, the District hereby represents and warrants as follows:

3.01. The District has all requisite power and authority to execute, deliver and perform this Amendment and the Agreement, as amended hereby, and to perform each and all of the matters and things provided for herein and therein.

3.02. No authorization, consent, approval, license, exemption from or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, other than those which have been obtained, will be necessary for the valid execution, delivery and performance by the District of this Amendment or the Agreement, as amended hereby.

3.03. This Amendment and the Agreement, as amended hereby, constitute the valid and binding obligations of the District enforceable against the District in accordance with their respective terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other laws relating to or affecting creditors' rights generally, by the application of equitable principles, by the exercise of judicial discretion in the appropriate cases, and by the limitations contained in applicable law regarding legal remedies against the District.

4. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. The District agrees to pay on demand all reasonable fees and expenses of or incurred by counsel to the Bank in connection with the negotiation, preparation, execution and delivery of this Amendment. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Texas.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of the date first above written.

DENTON INDEPENDENT SCHOOL DISTRICT

By _____
Name _____
Title _____

BANK OF AMERICA, N.A.

By _____
Name _____
Title _____