

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

**FORM 8-K**

**CURRENT REPORT**  
**PURSUANT TO SECTION 13 OR 15(d) OF THE**  
**SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): **March 29, 2005**

**CHARLES RIVER ASSOCIATES INCORPORATED**  
(Exact name of registrant as specified in its charter)

**Massachusetts**  
(State or other jurisdiction  
of incorporation)

**000-24049**  
(Commission  
file number)

**04-2372210**  
(IRS employer  
identification no.)

**200 Clarendon Street, Boston, Massachusetts**  
(Address of principal executive offices)

**02116**  
(Zip code)

Registrant's telephone number, including area code: **(617) 425-3000**

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement.**

On March 29, 2005, we entered into an amendment of our loan agreement dated as of January 14, 2004 with Citizens Bank of Massachusetts for the purpose of extending the termination date of the loan agreement from January 14, 2006 to April 30, 2007 and clarifying the definition of current liabilities in the loan agreement to exclude any convertible subordinated debt for which the holders have not notified us of their intention to convert. In connection with this amendment, we also executed an amendment to the promissory note relating to the loan agreement. A copy of the amendments to the loan agreement and promissory note are attached as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K.

**Item 9.01 Financial Statements and Exhibits.**

(c) Exhibits

Number	Title
10.1	First Amendment to Loan Agreement, dated as of March 29, 2005, by and between Charles River Associates Incorporated and Citizens Bank of Massachusetts.

10.2 First Amendment to Revolving Note, dated as of March 29, 2005, by and between Charles River Associates Incorporated and Citizens Bank of Massachusetts.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**CHARLES RIVER ASSOCIATES INCORPORATED**

Dated: April 1, 2005

By: /s/ J. Phillip Cooper  
J. Phillip Cooper  
Executive Vice President and Chief Financial Officer

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**Exhibit Index**

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10.2	First Amendment to Revolving Note, dated as of March 29, 2005, by and between Charles River Associates Incorporated and Citizens Bank of Massachusetts.

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FIRST AMENDMENT TO LOAN AGREEMENT  
DATED JANUARY 14, 2004

This First Amendment to Loan Agreement (the "First Amendment") is made as of this 29th day of March 2005 by and between Charles River Associates Incorporated ("Borrower"), a Massachusetts corporation with its principal executive office at the John Hancock Tower, 200 Clarendon Street, T-33, Boston, Massachusetts 02116-5092 and Citizens Bank of Massachusetts, a bank with offices at 28 State Street, Boston, Massachusetts (the "Lender") in consideration of the mutual covenants contained herein and the benefits to be derived herefrom. Unless otherwise specified, all capitalized terms shall have the same meaning herein as set forth in the Agreement (as defined below).

WITNESSETH:

WHEREAS, on January 14, 2004, the Borrower and the Lender entered into a loan arrangement (the "Loan Arrangement") as evidenced by, amongst other documents and instruments, a certain Loan Agreement (as may be amended from time to time, the "Agreement") by and between the Borrower and the Lender pursuant to which the Lender agreed to provide certain financial accommodations to or for the benefit of the Borrower; and

WHEREAS, the Borrower has requested that the Lender extend the Loan Arrangement and amend certain terms and conditions of the Agreement, and

WHEREAS, the Lender has agreed to so amend the Agreement provided the Borrower and the Lender entered into this First Amendment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The definition of "Current Liabilities" found in alphabetical order after Section 10 (l) of the Agreement is hereby amended by adding the following phrase at the end of the definition:

***"and excluding any convertible subordinated debt for which the Borrower has not been notified of the intention to convert."***

2. Section 14(a) of the Agreement is hereby amended by replacing the date "January 14, 2006" with the date "April 30, 2007".

3. The Borrower hereby acknowledges and agrees that the Borrower has no claims, offsets, defenses or counterclaims against the Lender with respect to the Loan Arrangement or otherwise and to the extent the Borrower may have any such claims the Borrower hereby WAIVES and RENOUNCES such claims, offsets, defenses and counterclaims.

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4. This First Amendment and all other documents executed in connection herewith incorporate all discussions and negotiations between the Borrower and the Lender either expressed or implied, concerning the matters contained herein and in such other instruments, any statute, custom or use to the contrary notwithstanding. No such discussions or negotiations shall limit, modify or otherwise effect the provisions hereof. The modification amendment, or waiver of any provision of this First Amendment, the Agreement or any provision under any other agreement or document entered into between the Borrower and the Lender shall not be effective unless executed in writing by the party to be charged with such modification, amendment or waiver, and if such party be the Lender, then by a duly authorized officer thereof.

5. Except as specifically modified herein, the Agreement shall remain in full force and effect as originally written, and the Borrower hereby ratifies and confirms all terms and conditions contained in the Agreement.

6. This First Amendment shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts and shall take effect as a sealed instrument.

IN WITNESS WHEREOF, the parties hereof have set their hands and seals as of the date first written above.

CHARLES RIVER ASSOCIATES  
INCORPORATED

By: /s/ J. Phillip Cooper  
J. Phillip Cooper  
Executive Vice President, Chief  
Financial Officer

CITIZENS BANK OF MASSACHUSETTS

By: /s/ Michael McAuliffe  
Michael McAuliffe  
Senior Vice President

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## FIRST AMENDMENT TO REVOLVING NOTE

This First Amendment to Revolving Note (the "First Amendment") is made as of this 29th day of March 2005 by and between Citizens Bank of Massachusetts (the "Bank") having a principal office located at 28 State Street, Boston, Massachusetts 02108 and Charles River Associates Incorporated (the "Borrower"), a Massachusetts corporation having an office at the John Hancock Tower, 200 Clarendon Street, T-33, Boston, Massachusetts 02116-5092 to that certain Revolving Note dated January 14, 2004 executed by the Borrower in favor of the Bank (the "Note"). Any capitalized terms not otherwise defined herein shall have the same meanings designated in the Note.

## WITNESSETH:

WHEREAS, the Borrower did on January 14, 2004 execute, seal and deliver to the Bank the Note; and

WHEREAS, the Borrower has requested that the Bank extend the maturity date of the Note;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of whereof is hereby acknowledged, it is hereby agreed by and between the Borrower and the Bank as follows:

1. The Note is hereby amended by replacing the maturity date of January 14, 2006 with April 30, 2007.
2. The Note, as amended hereby, shall remain in full force and effect and all terms hereof are hereby ratified and confirmed by the Borrower. Except for specifically provided herein, all other terms and conditions of the Note shall remain in full force and effect.
3. The Borrower by its execution of this First Amendment in the space provided below, represents, warrants and agrees that the Borrower has no claims, defenses, counterclaims or offsets against the Bank in connection with the Note or any of the other documents executed in connection therewith and, to the extent that any such claim, defense, counterclaim or offset may exist, the Borrower by its execution of this First Amendment in the space provided below, hereby affirmatively WAIVES and RELEASES the Bank from same.
4. This First Amendment shall take effect as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first above written.

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5. Any and all references to the Note and any instrument previously and now hereafter executed by the Borrower shall be deemed to refer to the Note as amended by this First Amendment and any future amendments hereafter entered into between the Borrower and the Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written as a sealed instrument.

WITNESS:

Charles River Associates Incorporated

/s/ James Spelfogel

By: /s/ J. Phillip Cooper  
Executive Vice President, Chief  
Financial Officer

CITIZENS BANK OF MASSACHUSETTS

By: /s/ Michael McAuliffe  
Senior Vice President

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