

First Amendment to Agreement
By and Between
The City of Austin
And
Ballet Austin, Inc. for Fee Reimbursements and
Streetscape Construction Cost Reimbursements

This First Amendment to the Agreement By and Between The City of Austin And Ballet Austin, Inc. for Fee Reimbursements and Streetscape Construction Cost Reimbursements (“Agreement”) is entered into by and between the City of Austin (the “City”), a political subdivision of the State of Texas, and Ballet Austin, Inc. (“Ballet Austin”), a Texas non-profit corporation.

1. Subsection 4.08.b of the Agreement is amended to read as follows:

b. The City may reimburse up to \$250,000 of the total amount of Streetscape Improvements costs upon completion of 50% of the work on the Streetscape Improvements, as determined by the City in its sole discretion. Following substantial completion of the Project, and City acceptance of Streetscape Improvements, the City shall reimburse the remainder of Streetscape Improvement construction costs to Ballet Austin before the 46th day after the City receives the following information from Ballet Austin:

- 1) written receipts showing the amounts paid and the name of the party making the payment; and
- 2) if a party other than Ballet Austin paid the amount to the City, written authorization from the other party to reimburse the amount to Ballet Austin.

2. All else remains the same.

IN WITNESS WHEREOF, the following authorized representatives of the parties have executed this First Amendment.

City: _____ Date: _____

Printed Name: _____

Ballet Austin: _____ Date: _____

Printed Name: _____