

**FIRST AMENDMENT TO THE
AGREEMENT BETWEEN
THE UNIVERSITY OF TEXAS AT AUSTIN AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

This First Amendment (“Amendment”) to the Agreement between The University of Texas at Austin (“University”) and Capital Metropolitan Transportation Authority (“CapMetro”) is dated effective as of April 01, 2024 (“Effective Date”).

Effective as of September 1, 2021, University and CapMetro entered into an Agreement for transportation services. Now, University and CapMetro desire to amend the terms of the Agreement as more particularly set forth below:

1. Between January 1, 2024, through February 29, 2024, UT shuttles experienced a 10% drop in service levels. As a result of the foregoing, University and CapMetro agree to the following with respect to University’s payment obligations, notwithstanding any terms or conditions in the Agreement to the contrary:
 - a. The parties agree to reduce the January monthly payments owed by 6.77% or \$40,645 resulting in an adjusted monthly payment of \$559,355.
 - b. The parties agree to reduce the January monthly payments owed by 7% or \$42,000 resulting in an adjusted monthly payment of \$558,000
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between University and Capital Metro with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as modified and amended herein, all the terms, provisions, requirements and specifications in the Agreement remain in effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
5. This Amendment shall be construed and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, University and CapMetro have executed and delivered this Amendment effective as of the Effective Date.

THE UNIVERSITY OF TEXAS AT AUSTIN

CAPMETRO

By: _____
Name: Jay Hartzell
Title: President
Date: _____

By: _____
Name: Catherine Walker
Title: CFO
Date: _____