

make such payment to the City and in any event such payment shall be made only to the extent that City has actually spent funds in excess of such budget (including Contingencies). City agrees that it is obligated to spend the \$2,500,000 required from City in the Revised Budget Estimate attached to the Supplemental Agreement as Exhibit "A", unless the total funds actually required to fulfil the obligation of the "Public" sector in that Budget shall be less than the total amount budgeted therein for such purposes.

4. City and Hyatt hereby reconfirm that all of the obligations regarding maintenance of various portions of the land and improvements described in the Project Agreement shall be as stated therein, provided the specific buildings and other improvements to which such obligations pertain shall be as shown in the Plans. Likewise, all obligations of City and Hyatt to repair, replace or restore various portions of such improvements shall be as stated in the pertinent sections of the Project Agreement; provided that the buildings and other improvements affected by such obligations shall be those which are depicted in the Plans and the obligations of said parties to repair, replace or restore any such buildings or improvements shall be deemed to require such parties to repair, replace or restore them to the specifications and conditions set forth in the Plans.

City agrees to the following revisions to the obligations set forth in Section 4 of the Project Agreement, which pertains to furnishings and equipment for the improvements to be constructed by City:

(a) The maximum cost of the items to be purchased and provided by City shall be as set forth in the "Revised Budget Estimate" incorporated into the Supplemental Agreement, i.e., \$1,199,000.00.

(b) In lieu of the Exhibit C contemplated by said Section 4, the City shall select the items to be purchased, such selections to be consistent with the Plans and with the purposes of the improvements into which such items will be placed (i.e., enclosed public meeting spaces, banquet room, exhibition space,

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