

**FIRST AMENDMENT TO ECONOMIC PROGRAM
AGREEMENT WITH FISHER-ROSEMONT SYSTEMS, INC.**

This First Amendment (“First Amendment”) to the Economic Program Agreement (the “Agreement”) is by and between Williamson County (the “County”) and Fisher-Rosemont Systems, Inc. (“Fisher”).

WHEREAS, the County and Fisher entered into the Agreement on August 16, 2011; and

WHEREAS, the parties desire to amend the Agreement by clarifying the County’s obligations regarding the Economic Incentive Payments (“EIP’s”) as described in the Agreement.

NOW THEREFORE, in consideration of the mutual benefits stated herein, the sufficiency of which are hereby acknowledged, the County and Fisher agree as follows:

1. That a new subsection 5.2, Employment shall be added to the Agreement, which shall read as follows:

If the Developer fails to annually staff and retain the number of full-time employees (“FTE’s”) as listed herein, the annual EIP due to the Developer in the following year will be reduced pro-rata based on the actual number of FTE’s compared to the number of FTE’s designated above. By way of illustration, if Developer retains 95% of the above-required number of FTE’s in a given year, Developer will only be entitled to 95% of the EIP as promised herein. However, if the number of FTE’s is ever less than 80% of the above-listed required number in any given year, the County retains the option to withhold any EIP’s for that year. If the number of FTE’s is ever less than 80% of the above-listed required number for two consecutive years, the County retains the option to withhold all future EIP’s.

2. All other terms and conditions as stated in the Agreement shall remain in full force and effect.

EXECUTED to be effective on the ____ day Of _____, 2014.

WILLIAMSON COUNTY

By:_____

Dan A. Gattis, County Judge

FISHER-ROSEMENT SYSTEMS, INC.

By:_____

Its:_____