

**FIRST AMENDMENT TO ECONOMIC PROGRAM
AGREEMENT WITH TOPPAN PRINTING AMERICA, INC.**

This First Amendment ("First Amendment") to the Property Tax Abatement Agreement (the "Agreement") is by and between Williamson County (the "County") and Toppan Printing America, Inc. ("Toppan").

WHEREAS, the County and Toppan entered into the Agreement on _____; and

WHEREAS, the parties desire to amend the Agreement by clarifying the County's obligations regarding the abatement grants 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 Toppan agree as follows:

1. That the following shall be added to Section 7 of the Agreement, which shall read as follows:

If Toppan fails to annually staff and retain the number of jobs as listed herein, the annual abatement due to Toppan for that year will be reduced pro-rata based on the actual number of jobs compared to the number of jobs designated above. By way of illustration, if Toppan retains 95% of the above-required number of jobs in a given year, Toppan will only be entitled to 95% of the abatement as promised herein. However, if the number of jobs is ever less than 80% of the above-listed required number in any given year, the County retains the option to withhold any abatements for that year, and to seek other remedies as stated in this Agreement.

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 _____, 2015.

WILLIAMSON COUNTY

By:



Dan A. Gattis, County Judge

TOPPAN PRINTING AMERICA, INC.

By: _____

Its: _____