

**RESOLUTION NO. R-2019-0474**

**WHEREAS**, the City of Round Rock ("City") has previously entered into that one certain Economic Development Program Agreement ("Agreement") with TOTKN, LLC on the 14th day of March, 2018; and

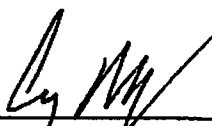
**WHEREAS**, the City and TOTKN, LLC wish to amend the Agreement to extend the deadline for completion of the Facility, Now Therefore

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,**

That the Mayor is hereby authorized and directed to execute on behalf of the City, First Amendment to Economic Development Program Agreement with TOTKN, LLC, a copy being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 5th day of December, 2019.

  
\_\_\_\_\_  
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

  
\_\_\_\_\_  
SARA L. WHITE, City Clerk

**FIRST AMENDMENT  
TO ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

**THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (the "First Amendment") is dated and entered into as of the ~~17<sup>th</sup>~~ <sup>12<sup>th</sup></sup> day of ~~November~~ <sup>DECEMBER</sup>, 2019, by and between the City of Round Rock, Texas (the "City"), and TOTKN, LLC ("TOTKN").

**RECITALS**

WHEREAS, on the 14<sup>th</sup> day of March, 2018, the Parties entered into that one certain Economic Development Program Agreement (the "Agreement"); and  
WHEREAS, the Parties wish to amend the Agreement to extend the deadline for completion of the Facility;  
NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties mutually agree as follows:

**ARTICLE I  
DEFINITIONS**

**1.01** All terms used herein shall have the meanings assigned to them in the Agreement unless the context clearly requires otherwise.

**ARTICLE II  
AMENDMENT TO SECTION 4.1**

**2.01** Section 4.1 of the Agreement is hereby amended to read as follows:

4.1 Facility. TOTKN agrees to spend at least \$10,000,000.00 to construct and complete the Facility on or before the 1st day of December 31, 2021. TOTKN agrees to provide the City with documentation that shows proof that this obligation has been satisfied, and the City shall have the right, following reasonable advance notice to TOTKN, to audit TOTKN's records relating to the construction of the Facility to verify same.

**ARTICLE III  
MISCELLANEOUS**

**3.01** To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

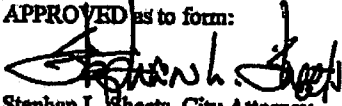
**4.02** This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**CITY OF ROUND ROCK, TEXAS,**  
a home rule city and municipal corporation

By:

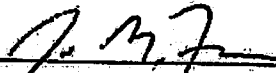
  
Craig Morgan, Mayor

APPROVED as to form:

  
Stephan L. Sheets, City Attorney

R-2019-0474

**TOTKN, LLC**  
a Texas limited liability company

By:   
James Michael Farr, Manager

Date: 10/31/19

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