

STATE OF TEXAS § TAX INCREMENT REINVESTMENT ZONE NO. TWO
§ ECONOMIC DEVELOPMENT AGREEMENT AND
COUNTY OF WILLIAMSON § CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE
AGREEMENT

This Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement (this "Agreement") is made by and between the City of Taylor, a Texas home rule municipality ("the City"), and Samsung Austin Semiconductor, LLC, a Delaware limited liability company (the "Company") (the City and the Company are collectively referred to as the "Parties" and singularly as a "Party"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, the Company intends to purchase a portion of the real property in Williamson County, Texas, being further described in Exhibit "A" attached hereto (the "Land"); and

WHEREAS, the Company intends to voluntarily seek annexation of the Land into the City and to develop the Land for the Project (hereinafter defined); and

WHEREAS, the Company intends to make a Capital Investment (hereinafter defined) in the Project in the amount of at least Seventeen Billion Dollars (\$17,000,000,000.00); and

WHEREAS, the City Council has designated an area that includes the Land as City of Taylor, Texas, Reinvestment Zone No. Two to be known as "Reinvestment Zone No. Two" (hereinafter defined as the "Reinvestment Zone", as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act")); and

WHEREAS, upon annexation of an area that includes the Land the City Council intends to consider designating the Land as a Neighborhood Empowerment Zone under Chapter 378 of the Texas Local Government Code; and

WHEREAS, in compliance with the Act, the City Council has: (i) called a public hearing to receive public comments on the creation of the proposed Reinvestment Zone and its benefits to the City and the property in the proposed Reinvestment Zone; and (ii) notified the governing body of each taxing unit that levies real property taxes within the proposed Reinvestment Zone of its intent to establish the Reinvestment Zone, and

WHEREAS, the City has determined that the projected total appraised value of taxable real property in the Reinvestment Zone and in existing reinvestment zones will not exceed fifty percent (50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City and that not more than thirty percent (30%) of the property in the Reinvestment Zone, excluding property that is publicly owned, will be used for residential purposes.

WHEREAS, the Act authorizes the expenditure of funds derived within a tax increment financing reinvestment zone for the payment or reimbursement of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the City and to promote economic development that are listed in the project and financing plan (as described in the Act) of the reinvestment zone, which expenditures and monetary obligations constitute project costs as defined by the Act; and

WHEREAS, the use of the Tax Increment (hereinafter defined) from the Tax Increment Fund (hereinafter defined) from the Reinvestment Zone for Annual Grants (hereinafter defined) will promote economic development, eliminate unemployment or underemployment, and stimulate business and commercial activity within the Reinvestment Zone and the City and will constitute project costs consistent with and described in the Project and Financing Plan (hereinafter defined); and

WHEREAS, the City intends through the adoption of the Zone Ordinance to participate in the Reinvestment Zone by contributing a percentage of the City Tax Increment from the Reinvestment Zone in an amount adequate to provide the necessary funding for the Annual Grants; and

WHEREAS, the Project to be developed and constructed within the Reinvestment Zone is consistent with encouraging development within the Reinvestment Zone in accordance with the purposes for the Reinvestment Zone creation and applicable laws; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to develop the Land for, and to construct, the Project would be an agreement by the City to an economic development grant to the Company consisting of the waiver of Permit Fees (hereinafter defined) as set forth herein; and

WHEREAS, promoting the new business enterprises within the City will promote economic development, stimulate commercial activity, generate additional sales tax, create employment opportunities, and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted a program for promoting economic development and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with that program; and

WHEREAS, this Agreement is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapters 378 and 380 and the Act (hereinafter defined); and

WHEREAS, the City has determined that providing the Permit Fee waiver, the Tax Abatement Shortfall Grants, the DRRA Payments (as defined herein) and the Annual Grants to the Company in accordance with this Agreement is in accordance with the City's economic

development program and will: (i) further the objectives of the City; (2) benefit the City and the City's inhabitants; and (iii) promote local economic development, create employment opportunities, and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I **Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Act” is defined in the recitals.

“Annexation” shall mean the voluntary annexation of the Land into the City in accordance with applicable provisions of Chapter 43 of the Texas Local Government Code, as amended.

“Annual Grants” shall mean annual economic development grants to be funded solely from the City Tax Increment from the Reinvestment Zone pursuant to Article III.

“Annual Payment Date” shall mean thirty (30) days after receipt of the applicable Payment Request, but no earlier than June 1 of the calendar year following the Grant Year with respect to which payment is being requested (or the immediately following business day if June 1 is not a business day), except the first Annual Payment Date shall occur in the calendar year following the First Grant Year.

“Board” shall mean the board of directors of the Reinvestment Zone acting by and through the City Manager.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of the Company’s existence, insolvency, employment of a receiver for any part of the Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Capital Investment” shall mean the hard and soft capitalized cost for the development of the Land for, and the construction of, the Project, and new machinery and equipment.

“Captured Appraised Value” means the total appraised value of all real property taxable by the Taxing Units and located in the Reinvestment Zone for the year less the Tax Increment Base of the Taxing Units.

“City Tax Increment” shall mean the total amount of City property taxes for the year on the Captured Appraised Value of real property by a Taxing Unit and located in the Reinvestment Zone to be deposited in the Tax Increment Fund in accordance with the Zone Ordinance.

“Commencement Date” shall mean the earlier of (i) December 31, 2022, and (ii) the date a certificate of occupancy is issued by the City for occupancy of not less than six (6) million square feet of Improvements by the Company following the completion of the Annexation; provided, however, that the Company may, at its sole discretion and sole option, elect to delay the Commencement Date by up to one (1) year by delivering a notice to the City stating such desire (a “Notice of Commencement Change”), and in such case, the Commencement Date shall be the date identified in the Notice of Commencement Change.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Improvements; (ii) all necessary permits for the construction of the Improvements pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Improvements has commenced.

“Company Affiliate” shall mean any entity that directly or indirectly controls, is controlled by or is under common control with, the Company.

“Completion of Construction” shall mean that: (i) the construction of the last phase of the Improvements as set forth in Section 4.3 has been substantially completed; and (ii) a certificate of occupancy has been issued by the City for the occupancy of the last phase of the Improvements by the Company as set forth in Section 4.3.

“County” shall mean Williamson County, Texas.

“County Agreement” shall mean that certain economic development agreement pursuant to Chapter 381 of the Texas Local Government Code by and between County and the Company dated approximate date herewith.

“Development Agreement” shall mean that certain City of Taylor, Texas Development Agreement pursuant to Chapter 212, Subchapter G, Texas Local Government Code, between the Parties, dated approximate date herewith.

“Development Review Reimbursement Agreement” shall mean that certain Development Review Reimbursement Agreement by and between Company and City dated before or approximately the same date as this Agreement.

“Development Review Services” shall have the meaning assigned to that phrase in the Development Review Reimbursement Agreement.

“DRRA Payment” has the meaning set forth in Section 3.9.

“Effective Date” shall mean the last date of execution hereof by all of the Parties.

“Employment Period” shall mean consecutive twelve (12) month periods during the term of this Agreement, with the first such period beginning on the first day of the first Grant Year and ending on the Expiration Date.

“Employment Positions” shall mean the Company’s FTE Positions that have been created, maintained and filled at the Improvements as required for each applicable Employment Period as set forth in Section 3.7.

“Expiration Date” shall mean the later of: (i) the last Annual Payment Date for the thirtieth (30th) Grant Year; and (ii) the date that the last Tax Abatement Shortfall Grant is required to be made for the last year of Phase III.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, work stoppages, or incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Project is located, or the Company’s labor or supply chain, or the availability of services (“Epidemiological Event”) that result in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not. If a Party is unable to perform its obligations under this Agreement due to a Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after occurrence of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred. The Parties acknowledge that as of the Effective Date, the outbreak

of COVID-19 (“**COVID-19 Outbreak**”) is an Epidemiological Event, that, notwithstanding the COVID-19 Outbreak, the existing effects of the COVID-19 Outbreak could not have been reasonably anticipated, and that the potential continuing effects of the COVID-19 Outbreak cannot reasonably be anticipated by City or Company nor be prevented nor overcome, wholly or in part, by the exercise of commercially reasonable diligence by such Party provided, however, the COVID-19 Outbreak is not an excuse from performance of any obligation under this Agreement unless it actually renders a party unable to perform such obligation in the specific instance.

“Freeport Goods” shall have the same meaning as assigned by Section 11.251 of the Texas Tax Code and Article VIII, Section 1-j of the Texas Constitution and relating to Freeport Goods located on the Land. Freeport Goods does not include “Goods in Transit” as defined by Tax Code, Section 11.253.

“FTE Position” or “FTE” means one or more positions filled by individuals scheduled to work at the Improvements for a combined total of at least 2080 hours, including any paid time off, during an Employment Period. The number of FTE’s for an Employment Period shall be based on a weekly average count of FTE’s working at the Improvements during each calendar week during the Employment Period.

“Goods in Transit” shall have the same meaning assigned by Texas Tax Code, Section 11.253.

“Grant Year” shall mean a given Tax Year except that the “First Grant Year” shall mean the Tax Year following the calendar year in which the Commencement Date occurs.

“Grants” shall collectively mean the Annual Grants, the waiver of the Permit Fees, the DRRA Payments, and the Tax Abatement Shortfall Grants.

“Impact Fees” shall mean transportation, water, and wastewater impact fees assessed by the City against the Land and collected by the City, if any.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees and other charges whether general or special, ordinary or extraordinary, foreseen or unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority or the City on the Company, and applicable to the development of the Land or any property or any business owned by the Company within the City.

“Improvements” or “Project” means one or more improvements constructed on the Land consisting of (i) buildings housing one or more 300-millimeter semiconductor wafer (or successor technology) manufacturing plants (each a “Plant”); (ii) other buildings and ancillary facilities constructed on the Land supporting the operation of the Plants that are developed and used for purposes authorized by the Development Standards (as that term is defined in the Development Agreement), and (iii) such additional related improvements

constructed on the Land including, but not limited to, required parking, landscaping and all other improvements constructed on the Land and which may be more fully described in the submittals filed by the Company with the City from time to time, in order to obtain building permit(s).

“Initial Improvements” or “Initial Project” means one or more improvements constructed on the Land for which certificates of occupancy have been issued by the City which, in the aggregate, shall consist of not less than 6,000,000 square feet of floor space consisting of (i) the first Plant; (ii) other buildings and ancillary facilities constructed on the Land supporting the operation of the first Plant that are developed and used for purposes authorized by the Development Standards (as that term is defined in the Development Agreement), and (iii) such additional related improvements including, but not limited to, required parking, landscaping, and all other improvements constructed on the Land in accordance with the Development Standards, and which may be more fully described in the submittals filed by the Company with the City from time to time, in order to obtain building permit(s).

“Land” is defined in the Recitals.

“Operations Date” means the date on which Company begins producing production quality semiconductor wafers at commercial volume at the Project.

“Participation Agreement” shall mean an Agreement between the City and a Taxing Unit for the Taxing Unit to contribute Tax Increment to the Tax Increment Fund.

“Payment Request” shall mean a written request from the Company to the City for payment of the applicable Annual Grant, which request shall be accompanied by: (i) copies of tax statement and/or receipt(s) and/or other evidence reasonably satisfactory to the City to establish that the ad valorem taxes assessed by the City against the Property and Tangible Personal Property have been timely paid for such Grant Year; (ii) copies of employment records and such other information as may be reasonably requested by City to document compliance with the required Employment Positions (provided that Company may redact portions of employee identification data, including social security numbers, employee identification numbers and home addresses to prevent disclosure).

“Permit Fees” shall mean, collectively, the fees related to the Initial Improvements or the development of the Land that are listed on Exhibit “C”.

“Project and Financing Plan” shall mean a final project and financing plan for the Reinvestment Zone that includes provisions for making the Annual Grants as provided by this Agreement.

“Property” shall collectively mean all of the Land and the Improvements.

“Reinvestment Zone” shall mean City of Taylor Reinvestment Zone No. Two following the adoption of the Zone Ordinance, as it may be enlarged or increased from time to time.

“Related Agreement” shall mean any agreement (other than this Agreement) related to the Project by and between (i) the City and the Company or (ii) if the operation of the Project is transferred to any Company Affiliate, then between the City and such Company Affiliate.

“Required Use” shall mean continuous ownership and occupancy of the Property by the Company or a Company Affiliate and the continuous operation of a 300-millimeter semiconductor wafer manufacturing plant (or successor technology) by the Company or a Company Affiliate during the term of this Agreement.

“School Incentive Agreement” shall mean that certain agreement between the Taylor Independent School District and the Company pursuant to Chapter 313 of Texas Tax Code dated approximate date herewith.

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04 and shall mean all tangible personal property, equipment, and machinery, inventory and supplies owned or leased by the Company, and located in the Improvements, on January 1 of a given Tax Year. Tangible Personal Property shall not include Freeport Goods or Goods-in-Transit pursuant to Section 11.251 or 11.253 of the Texas Tax Code if such items qualify for and are allowed exemption from City property taxes in a given year during the Term, and nothing in this Agreement prevents application for such exemptions, if applicable and available.

“Tax Abatement Agreement” shall mean that certain Tax Abatement Agreement by and between the City and Company pursuant to Property Redevelopment and Tax Abatement Act, Chapter 312 Texas Tax Code.

“Tax Abatement Shortfall Grants” has the meaning set forth in Section 3.10.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” shall mean the appraised value of the Property as certified by the Williamson County Appraisal District, or its successor, as of January 1 of a given year.

“Tax Increment” means the total amount of property taxes assessed and collected by the Taxing Units for the year on the Captured Appraised Value of real property taxable by the Taxing Units and located in the Reinvestment Zone.

“Tax Increment from the Reinvestment Zone” shall mean the amount of Tax Increment generated and collected from the City property taxes assessed against the Reinvestment Zone.

“Tax Increment Base” means the total appraised value of all real property in the Reinvestment Zone taxable by any Taxing Unit for the year in which the Reinvestment Zone was designated.

“Tax Increment Fund” shall mean the fund into which the Tax Increment is deposited in accordance with the Zone Ordinance.

“Taxing Unit” shall mean the City and any other political subdivision or special district that taxes real and/or personal property within the Reinvestment Zone that enters into a participation agreement with the City to contribute to the Tax Increment Fund.

“Zone Ordinance” shall mean the ordinance of the City of Taylor, Texas designating the Reinvestment Zone with a term that allows for payment of all the Annual Grants.

Article I Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Annual Grants; Project

3.1 Annual Grants. (a) Subject to the continued satisfaction of all the terms and conditions of this Agreement by the Company and the obligation of the Company to repay the Grants pursuant to Article V hereof, the City agrees to provide the Company with the Annual Grants on each Annual Payment Date from funds in the Tax Increment Fund of the Reinvestment Zone as set forth in this Article III.

(b) Annual Grant Amount. The amount of each Annual Grant shall be the lesser of: (i) an amount equal to the percentage set forth in the Grant Schedule in this Section 3.1(b) for the respective Grant Year, of the ad valorem taxes assessed against the Property and collected by the City for the applicable Grant Year; and (ii) the available Tax Increment from the Reinvestment Zone, after consideration and deduction of the Tax Increment Fund Priorities set forth in Section 3.2, below.

Section 3.1 Schedule

<u>Grant Year</u> (Tax Year following Commencement Date)	<u>Percentage</u>
1-10	92.5%
11-20	90%
21-30	85%

(c) Annual Grant Payment. Company shall submit a Payment Request for the Annual Grant with respect to a particular Grant Year on or after March 1 of the calendar year that follows such Grant Year, but no later than 180-days after March 1 of the calendar year that follows such Grant Year, beginning March 1 of the calendar year following the First Grant Year. Such Annual Grants shall be paid by the City to Company by the Annual Payment Date beginning with the Annual Payment Date that occurs in the first full calendar year following the First Grant Year, provided the City has timely received prior to the delinquency date the City ad valorem taxes assessed against the Property in full for the respective Grant Year (i.e., the Tax Year immediately preceding the year in which an Annual Grant is to be made) (with it being understood that the immediately preceding Tax Year is used to determine the amount of the Annual Grant). The last Annual Grant will be paid with respect to the thirtieth (30th) Grant Year, on the Annual Payment Date that occurs after the thirtieth (30th) Grant Year. If the Company fails to timely submit a Payment Request for an Annual Grant, such failure shall not constitute a breach or default of this Agreement subjecting the Agreement to termination and repayment of the Grants as provided in Article V, hereof, but shall operate as a forfeiture of such Annual Grant for such Grant Year. If a forfeiture occurs for any Grant Year as provided in the previous sentence, the Company will remain eligible to receive the Annual Grants for the remaining Grant Years provided the Company is not otherwise in breach or default of this Agreement or a Related Agreement.

(d) The Zone Ordinance shall specify that the City will contribute Ninety-Three and One Half percent (93.5%) of the City's taxes on the Captured Appraised Value to the Tax Increment Fund following Annexation for the term of this Agreement. Except as otherwise provided in this Agreement (including, without limitation Section 3.6) the Parties agree that the Annual Grants shall be paid solely from the Tax Increment from the Reinvestment Zone and only to the extent that funds are available in the Tax Increment Fund from the Tax Increment from the Reinvestment Zone during the term of this Agreement.

(e) Except as otherwise provided in this Agreement (including, without limitation Section 3.6), and without limiting the City's obligations under the Tax Abatement Agreement, (i) nothing in this Agreement shall be construed to obligate City to provide the Annual Grants from any other source of funds or to otherwise require City to pay Company the Annual Grants if there are insufficient funds in the Tax Increment Fund prior to Company being paid all the Annual Grants; and (ii) after the last Annual Payment Date (i.e. the Annual Payment Date that occurs after the last Grant Year), or if earlier, upon the termination of this Agreement, any Annual Grants that remain unpaid due to (A) lack of availability of Tax Increment Funds from the Reinvestment Zone,

or (B) the failure of Company to satisfy any condition under this Agreement beyond applicable notice and cure periods, shall no longer be considered obligations of the Reinvestment Zone, and any obligation of City to pay the Annual Grants to Company shall automatically expire and terminate on such date.

(f) Refunds and Underpayments of Annual Grants. If the City reasonably determines that the amount of an Annual Grant, the DRRA Payment or a Tax Abatement Shortfall Grant paid by the City to the Company was incorrect, the Company shall, not later than sixty (60) days after receipt of written notification thereof from the City specifying the amount by which such Annual Grant, DRRA Payment or a Tax Abatement Shortfall Grant exceeded the correct amount to which the Company was entitled (together with such records, reports and other information necessary to support such determination), pay such excess amount to the City. If the City or Company reasonably determines and notifies the other that the amount by of such Annual Grant, DRRA Payment or Tax Abatement Shortfall Grant was less than the correct amount to which the Company was entitled (together with such records, reports and other information necessary to support such determination), the City shall, not later than sixty (60) days after determining or being notified of such underpayment, pay the adjustment to the Company. If the Company disputes the determination of the City (or believes that the Company is entitled to receive an adjustment pursuant to this Section that the City has not paid), the Parties shall seek to amicably resolve the matter pursuant to the Dispute Resolution Section of this Agreement, subject to the Parties right to pursue any available rights or remedies in connection therewith.

(g) Tax Protest. In the event Company, or Company Affiliate, timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Property, or any portion thereof (the protested portion being the "Protest Property"), with the Williamson Central Appraisal District (or its successor) ("Tax Protest"), the obligation of City to provide the Annual Grant from the Tax Increment from the Reinvestment Zone or a Tax Abatement Shortfall Grant with respect to such Protest Property or portion thereof, for such tax year shall be abated with regard to the amount of ad valorem taxes that are in dispute (based on the amount or portion of taxable value of the Protest Property in dispute) until a final determination has been made of such Tax Protest. In the event of a Tax Protest, Company shall send written notice to City of the amount of ad valorem taxes that are in dispute (based on the amount or portion of taxable value of the Protest Property in dispute or the entire amount if the contested amount is unknown to City). If a Tax Protest results in a final determination that changes the appraised value and/or the Taxable Value of the Protest Property or the amount of ad valorem taxes assessed and due for the Protest Property, or portion thereof, after an Annual Grant or a Tax Abatement Shortfall Grant has been paid which includes Tax Increment from the Reinvestment Zone for such Protest Property for such tax year, the Tax Increment from the Reinvestment Zone applicable to such Protest Property will be adjusted accordingly and the payment of the Annual Grant or Tax Abatement Shortfall Grant with respect to such Grant Year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Annual Payment Date, or the date of payment of the next Tax Abatement Shortfall Grant, as the case may be, or within thirty (30) days after such determination in the event no further payments of the Annual Grant or the Tax Abatement Shortfall Grant are due under the Agreement. If there are no further payments of the Annual Grants or a Tax Abatement Shortfall Grant due under this

Agreement and the results of the Tax Protest results in an overpayment to Company of Tax Increment from the Reinvestment Zone, not later than thirty (30) days after delivery of written demand by City, Company shall reimburse City the amount of such overpayment.

3.2 Tax Increment Fund Priorities.

(a) The funds deposited in the Tax Increment Fund from the Reinvestment Zone shall only be used for the following and shall be applied in the following order of priority:

- (i) the allocation of the reasonable administrative costs of the Reinvestment Zone, not to exceed \$50,000.00 per year;
- (ii) the allocation of the maintenance of a minimum balance of \$50,000.00 in the Tax Increment Fund; and
- (iii) Annual Grant payments to Company; and
- (iv) DRRA Payments to Company.

(b) The use of Tax Increment contributed by Taxing Units other than City shall be subject to any rules, regulations, restrictions, and limitations set forth in the respective Participation Agreements between the City and any Taxing Units provided however, that the participation by any other Taxing Unit (other than the City) in the Reinvestment Zone shall not reduce the amounts of the Grants or the funding for such Grants that are required to be made to Company from of the Tax Increment Fund pursuant to this Agreement, nor alter the priority of payment set forth in Section 3.2(a).

3.3 Current Revenue. Except as otherwise set forth in this Agreement, the Annual Grants shall be paid solely from lawful available funds in the Tax Increment Fund.

3.4 Grant Limitations. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered by the Company in favor of any commercial lender and/or similar financial institution, except for a collateral assignment to a lender in accordance with Section 6.1 herein.

3.5 Permit Fee Waiver. Subject to the conditions precedent set forth in Section 6.15 being satisfied, the City agrees to waive the Permit Fees as the Initial Improvements are being constructed beginning on the Effective Date and ending on the date the City receives written notice from the Company that Completion of Construction of the Initial Improvements has occurred.

3.6 Alternative Grant Source. Should City (a) reduce the percentage of its portion of the Tax Increment to be contributed to the Tax Increment Fund of the Reinvestment Zone during

the term of this Agreement, (b) terminate the Reinvestment Zone or reduce the boundaries of the Reinvestment Zone prior to making all Annual Grant payments and DRRA Payments, or (c) enter into any Participation Agreement that would reduce the amount of Grants or funding for such Grants that are required to be made to Company from the Tax Increment Fund by this Agreement, then City shall provide Company annual economic development grant payments for the remaining term of this Agreement from legal funds in the City's general fund in amounts equal to the difference between the Annual Grant or the DRRA Payment, as the case may be, that was actually provided, and the amount the Annual Grant or the DRRA Payment, as the case may be, would have been but for the reduction in the percentage of City contributions to the Tax Increment Fund of the Reinvestment Zone, or the boundary adjustment, or early termination of the Reinvestment Zone, or the Participation Agreement.

3.7 Employment.

(a) The Company shall create, fill, and maintain a cumulative total of at least One Thousand Eight Hundred (1,800) Employment Positions at the Project, in accordance with the annual increments during each Employment Period set forth below:

(1) The Company shall create an initial Three Hundred (300) Employment Positions not later than the second (2nd) anniversary of the Commencement Date;

(2) The Company shall create an additional Six Hundred (600) Employment Positions not later than the fifth (5th) anniversary of the Commencement Date for a cumulative total of not less than Nine Hundred (900) Employment Positions;

(3) The Company shall create an additional Nine Hundred (900) Employment Positions not later than the seventh (7th) anniversary of the Commencement Date for a cumulative total of not less than One Thousand Eight Hundred (1,800) Employment Positions.

On and after the seventh (7th) anniversary of the Commencement Date, the Company shall maintain not less than 1,800 Employment Positions at the Project for each Employment Period. In the event of a voluntary or involuntary termination or elimination of an Employment Position that causes the number of required Employment Positions to fall below the minimum numbers set forth above, the Company shall not be in breach or default of this Agreement, provided the required number of Employment Positions is re-established not later than 90-days after the date the termination or elimination occurs that results in the number of Employment Positions to fall below the required minimum number. If the total number of Employment Positions falls below the required minimum number and is not re-established at the conclusion of the said 90-day period, then the City may terminate this Agreement. The Company shall provide written notification to the City not later than 30 days after the reduction referenced in this Section occurs, which notice shall contain the reduction in levels of the Employment Positions and the Company's plan for restoring the required number of Employment Positions. The Company shall provide the City written notification at the conclusion of said 90-day period as to the status of the re-establishment of the required number of Employment Positions.

(b) The Company shall during the term of this Agreement, endeavor to:

(i) (A) maintain a diverse and well represented workforce; (B) work with its local employment recruiting agency to enhance recruiting of potential minority job applicants and residents of the City; and (C) conduct and hold one or more job and recruiting fairs for new hires for the Project and work with the Texas Workforce Commission to assist in the recruitment and hiring of individuals who reside in or who are representative of the City of Taylor;

(ii) (A) require its general construction contractor and major construction subcontractors to hold recruiting fairs in the City; and (B) to employ residents of the City and utilize a diverse workforce for any work performed at the Project; and

(iii) acquire goods and services from businesses and individuals located in the City and continue its current practice of utilizing local small businesses to provide goods and services for the Project and Company's local operations.

3.8 Annual Civic Donations. Subject to satisfaction of the conditions precedent set forth in Section 6.15, each calendar year or partial calendar year during the term of this Agreement beginning with the calendar year 2022 and continuing until the Expiration Date, Company (or Company Affiliate) shall contribute not less than an average of Three Hundred Thousand Dollars (\$300,000.00) per year for each year during the term of this Agreement (each an "Annual Civic Donation") to civic and charitable purposes within the following terms. Not less than \$150,000 of the Annual Civic Donation shall be donated to a City charitable trust to be used for betterment of the community (the "City Share"). The remaining portion of the Annual Civic Donation will be donated by the Company to charitable purposes that serve the citizens and students within the City. The Company shall seek input from the City or the City will provide Company a list of suggested recipients that Company will take into reasonable consideration in Company's selection of recipients of the Annual Civic Donation (other than the City Share), however, Company shall have final approval of donations. Company will provide the City such reasonable supporting documentation of Company's compliance with this Section, as the City may reasonably request. Nothing in this Section 3.8 shall prohibit Company from donating to the City an additional amount greater than the City Share out of the Annual Civic Donation; provided, however, in no case shall the City be entitled to receipt of an amount greater than the City Share.

3.9 Repayment of Development Review Reimbursement Agreement. City agrees to repay to Company the funds expended by City for Development Review Services pursuant to the Development Review Reimbursement Agreement for the Initial Improvements without the accrual of any interest, from the Tax Increment from the Reinvestment Zone beginning on the sixth (6th) anniversary of the Commencement Date and continue such repayment on an annual basis until the sixteenth (16th) anniversary of the Commencement Date (the "DRRA Payments"). The amount of each DRRA Payment shall be equal to one percent (1%) of the City Tax Increment contributed to the Tax Increment Fund and paid June 1 of each calendar year (or the immediately following business day if June 1 is not a business day) beginning June 1 of the calendar year immediately

following the sixth (6th) anniversary date of the Commencement Date, and continuing thereafter until June 1 after the sixteenth (16th) anniversary of the Commencement Date (or the immediately following business day if June 1 is not a business day); provided, however, that if the DRRA Payments do not completely reimburse Company for all funds expended by City for Development Review Services under the Development Review Reimbursement Agreement before June 1 of the calendar year that occurs after the sixteenth (16th) anniversary of the Commencement Date, then City will pay the outstanding amount in full on June 1 of the calendar year that occurs after the sixteenth (16th) anniversary of the Commencement Date (or the immediately following business day if June 1 is not a business day) from legal funds in the City's general fund. If at any date on which a DRRA Payment is required, there are insufficient funds in the Tax Increment Fund to make the required DRRA Payment, then City shall provide Company an annual economic development grant payment from legal funds in the City's general fund in amounts equal to the difference between the required payment and the amount actually paid from the Tax Increment Fund.

3.10 Tax Abatement Shortfall Grants. (a) Subject to the continued satisfaction of all the terms and conditions of this Agreement by the Company and the obligation of the Company to repay the Grants pursuant to Article V hereof, the City agrees to provide the Company with the Tax Abatement Shortfall Grants (hereinafter defined) as set forth in this Section.

(b) The City shall, on an annual basis, beginning after the end of the ninth (9th) calendar year after the First Year of Abatement (as defined in the Tax Abatement Agreement) and continuing through and including: (i) calendar years ten (10) through nineteen (19) after the First Year of Abatement (herein "Phase II") and (ii) calendar years twenty (20) through twenty-nine (29) after the First Year of Abatement (herein "Phase III") determine the total amount of City property taxes that would have been abated had the Tangible Personal Property and the New Tangible Personal Property (as defined in the Tax Abatement Agreement) received the following percentage of abatement during the following periods: an abatement of Ninety percent (90%) for each year in Phase II, and an abatement of Eighty-Five percent (85%) for each year in Phase III ("Equivalent Determination"). If, in any year in Phase II or Phase III, the amount of the City property taxes abated for the Tangible Personal Property and the New Tangible Personal Property (as defined in the Tax Abatement Agreement), is less than the tax abatement that would have been received as calculated in the Equivalent Determination, then the City shall provide Company an economic development grant in the amount of such deficiency (each a "Tax Abatement Shortfall Grant") from the general funds of the City or from such other funds of the City as may be legally set aside for such purpose consistent with Article III, Section 52(a) of the Texas Constitution, to be paid no later than July 1 of each calendar year (or the immediately following business day if July 1 is not a business day).

Article IV Conditions to Grants

The obligation of the City to provide the Grants hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Company and each of the terms and conditions set forth below; provided that failure to meet a condition shall

not prevent the payment of the applicable Annual Grant prior to the specified deadline for satisfaction of the condition:

4.1 Payment Request. Company shall timely provide the City with the applicable Payment Request.

4.2 Good Standing. Company shall not have an uncured breach of this Agreement or a Related Agreement.

4.3 Completion of Construction of the Initial Improvements. Company shall, subject to delays resulting from one or more events of Force Majeure and/or an uncured breach of a Related Agreement by City, cause Completion of Construction of the Initial Improvements on or before January 31, 2026 in phases as set forth below:

- (a) By December 31, 2023, Company will cause Completion of Construction of a minimum of 2,500,000 square feet of Improvements;
- (b) By December 31, 2024, Company will cause Completion of Construction of a minimum of an additional 800,000 square feet of Improvements, totaling 3,300,000 square feet of Improvements;
- (c) By December 31, 2025, Company will cause Completion of Construction of a minimum of an additional 2,000,000 square feet of Improvements, totaling 5,300,000 square feet of Improvements; and
- (d) By January 31, 2026, Company will cause Completion of Construction of a minimum of an additional 700,000 square feet of Improvements, totaling 6 million square feet of Improvements.

4.4 Required Use.

(a) Company shall, subject to delays resulting from one or more events of Force Majeure and/or an uncured breach of a Related Agreement by City, cause the Operations Date to occur on or before January 31, 2026.

(b) Following the Operations Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than ninety (90) consecutive days except in connection with and to the extent caused by an event of Force Majeure, or major repair, equipment replacement, or retooling, or an uncured breach of a Related Agreement by the City, that causes temporary cessation of such use (each a "Cessation Event"), and only then if the Company recommences the Required Use within a commercially reasonable period after the Cessation Event or the event of Force Majeure, as the case may be, taking into the consideration the nature of the Cessation Event and the extent of damage and/or destruction of the Improvements caused by an event of Force Majeure.

4.5 Annexation. The Annexation shall occur in accordance with the Development Agreement.

4.6 Employment Positions. Beginning on the first day of the First Grant Year and continuing until the Expiration Date, the Company shall create, fill, and maintain the number of Employment Positions during each applicable Employment Period required by Section 3.7. The Company shall, as described in the definition of Payment Request, provide the City for the applicable Employment Period employment records showing such information as may be reasonably requested by the City to document compliance with the required number of Employment Positions.

Article V **Termination**

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon the occurrence of any one or more of the following:

- (a) Written agreement of the Parties terminating this Agreement;
- (b) On the date of termination set forth in a written notice provided by either Party to the other Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement, and such breach is not cured within ninety (90) days after written notice thereof; provided however in the event the breach cannot be reasonably cured within such 90-day period, the time period to cure such breach shall be extended for an additional sixty (60) days;
- (c) On the date of termination set for in a written notice provided by the City to the Company if Company suffers an event of Bankruptcy or Insolvency and as a result thereof is unable to fully comply with the Company's obligations set forth in this Agreement;
- (d) On the date of termination set forth in a written notice by the City to the Company, if any Impositions owed to the City or the State of Texas by the Company shall become delinquent and remain uncured for sixty (60) days after written notice thereof provided by the City or State, as the case may be, (provided, however, the Company retains the right to timely and properly protest and contest any such Impositions); or
- (e) On the date of termination set forth in a written notice by either Party to the other Party if the Party providing notice becomes aware of any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declaring or rendering this Agreement invalid, illegal, or unenforceable.

For clarity, it is understood and agreed by the Parties that if a particular action is to be performed by a certain date, and such action is not performed by the required date in the first instance, but is then performed before the end of the applicable cure period, then the action shall be deemed to have been performed on time in the first instance, with no effect given to the initial delay.

5.2 Repayment. (a) In the event this Agreement is terminated by the City pursuant to Section 5.1(b), (c), or (d), the Company shall within thirty (30) days after the City's demand repay to the City an amount equal to the Grants paid or provided by the City to the Company with respect to the three (3) calendar years prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or, if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate (the "Interest Rate"), from the date such Grant was provided to the date it is repaid.

(b) If this Agreement is terminated by the City pursuant to Section 5.1(e), then, solely to the extent and for those periods required by the applicable Federal or State legislation or decision of a court of competent jurisdiction that declared or rendered this Agreement invalid, illegal or unenforceable, the Company shall be required to repay Grants paid or provided prior to the date of such termination, and interest will be required only to the extent and for those periods required by such applicable Federal or State legislation or decision of a court of competent jurisdiction.

(c) The repayment obligation of the Company set forth in this Section 5.2 hereof shall survive termination.

5.3 Offsets. The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise and regardless of whether the debt due the City has been reduced to judgment by a court.

5.4 Dispute Resolution. In the event of any dispute, controversy or claim arising for the reasons identified in Article V of this Agreement or disputes as to the creation, validity, or interpretation of this Agreement (a "Dispute"), then upon the written request and notice of either Party, each of the Parties will appoint a designated employee whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated employees will meet as often as the Parties reasonably deem necessary to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such employees will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. Dispute Resolution or the pendency of the resolution of a Dispute shall not be a pre-condition to, or otherwise preclude either Party from exercising any remedies or rights under the terms of this Agreement.

Article VI **Miscellaneous**

6.1 **Binding Agreement; Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties. This Agreement may not be assigned without the prior written consent of the City; provided, however, the Company may make a collateral assignment of this Agreement to a third-party that is providing financing for the Improvements without the consent of the City, provided the Company has delivered written notice to the City of the Company's intent to make such collateral assignment not later than 30 days prior to the effective date of such collateral assignment.

6.2 **Limitation on Liability.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties. It is understood and agreed between the Parties that the Parties, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

6.3 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

6.4 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as is designated by the applicable Party from time to time) or on the day received as sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: Brian LaBorde
City Manager
City of Taylor, Texas
400 Porter Street
Taylor, Texas 76574

With a copy to:

Ted W. Hejl
City Attorney
Hejl & Schroder, P.C.
311 Talbot
P.O. Box 192
Taylor, Texas 76574

If intended for Company, to:

Attn: Chief Financial Officer
Samsung Austin Semiconductor, LLC
12100 Samsung Boulevard
Austin, Texas 78754

With a copy to:

Attn: General Counsel
Samsung Austin Semiconductor, LLC
12100 Samsung Boulevard
Austin, Texas 78754

6.5 Entire Agreement. This Agreement, together with the Tax Abatement Agreement, and the Development Review Reimbursement Agreement, is the entire agreement between the Parties with respect to the Reinvestment Zone, waiver of Permit Fees, DRRA Payments and Tax Abatement Shortfall Grants. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto or as that are otherwise expressly identified and described in this Agreement as being an agreement to be entered concurrently with or subsequent to this Effective Date of this Agreement.

6.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to the application of any conflict of laws doctrines. Venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

6.7 Amendment. This Agreement may be amended solely by the mutual written agreement of the Parties.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is held to be illegal, invalid, or unenforceable, a provision will be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision held to be illegal, invalid or unenforceable.

6.9 Recitals. The recitals to this Agreement are incorporated herein.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This Agreement may be executed in facsimile or electronically-transmitted portable document format (“.PDF”) or by electronic means, and such signatures shall have the same force of law as one executed and witnessed by the parties in person.

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Employment of Undocumented Workers. Company has executed the Certification Regarding Employment of Undocumented Workers attached hereto as Exhibit “B”. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the Grants, and any other funds received by the Company from the City as of the date of such violation within one hundred twenty (120) days after the date the Company is notified by the City of such

violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

6.14 Prohibition of Boycott Israel. The Company verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

6.15 Conditions Precedent. (a) This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon:

- (i) the Company has closed its purchase of the Land;
- (ii) the County Agreement, the School Incentive Agreement, the Development Review Reimbursement Agreement, and the Tax Abatement Agreement have each been fully executed.
- (iii) with respect to the Reinvestment Zone:
 - A. the City has adopted a Zone Ordinance after following all prerequisites of the Act,
 - B. the board of directors of the Reinvestment Zone has approved a final Project and Financing Plan,
 - C. the City Council has adopted an ordinance approving a Project and Financing Plan;
- (iv) the Company has submitted an application for voluntary annexation of the Land into the City;
- (v) Annexation of the Land has occurred; and
- (vi) the Development Agreement has been fully executed.

(b) The waiver of Impact Fees under this Agreement shall be effective upon the creation of a Neighborhood Empowerment Zone under Chapter 378 of the Texas Local Government Code on the Land.

6.16. Open Records. If any person requests City to disclose any information of a confidential, proprietary or trade secret nature relating to Company, this Agreement, or the Improvements under the Texas Public Information Act (Tex. Gov't. Code Ann Sec. 552.001 et seq.) or any equivalent or successor statute (the "Open Records Act") and such information is subject to, or potentially subject to, an exception under the Open Records Act, then prior to making any such disclosure and to the extent permitted under applicable law, City shall promptly send

notice to Company of such request. Promptly, but no longer than four (4) business days after the Company's receipt of such notice from City, Company shall notify City in writing whether Company opposes the release and desires City to request a determination from the Texas Attorney General (an "Opinion Request") as to whether the requested information or portion thereof, must be disclosed pursuant to the Open Records Act. Contingent upon Company's timely cooperation, City shall submit a request to the Texas Attorney General identifying the basis for any claimed exception; provided however that City shall only be required to comply with the foregoing to the extent that City, in good faith, believes there is a reasonable basis for claiming that the requested information is subject to an exception under the Open Records Act and the Open Records Act permits City to make an Opinion Request in the circumstance in question; and provided however that nothing herein shall prevent or limit Company's right to claiming any exemption from disclosure it believes applicable directly to the Texas Attorney General. Company shall bear the burden of establishing to the Attorney General the applicability of any sections of the Open Records Act claimed as an exception to disclosure in the Opinion Request by timely submitting written comments to the Attorney General.

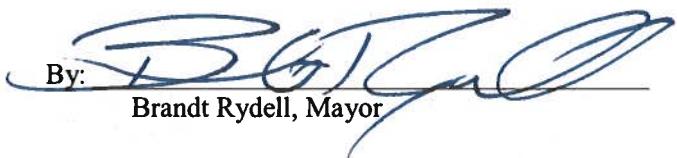
[Signature Page to Follow]

EXECUTED this 14 day of October 2021.

CITY OF TAYLOR, TEXAS

By:

Brandt Rydell, Mayor



APPROVED AS TO FORM:

By: 
Ted Hejl, City Attorney

EXECUTED this 29 day of November 2021.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By:


Name: Sang Sup Jeong
Title: SVP

EXHIBIT "A"
Description of Land

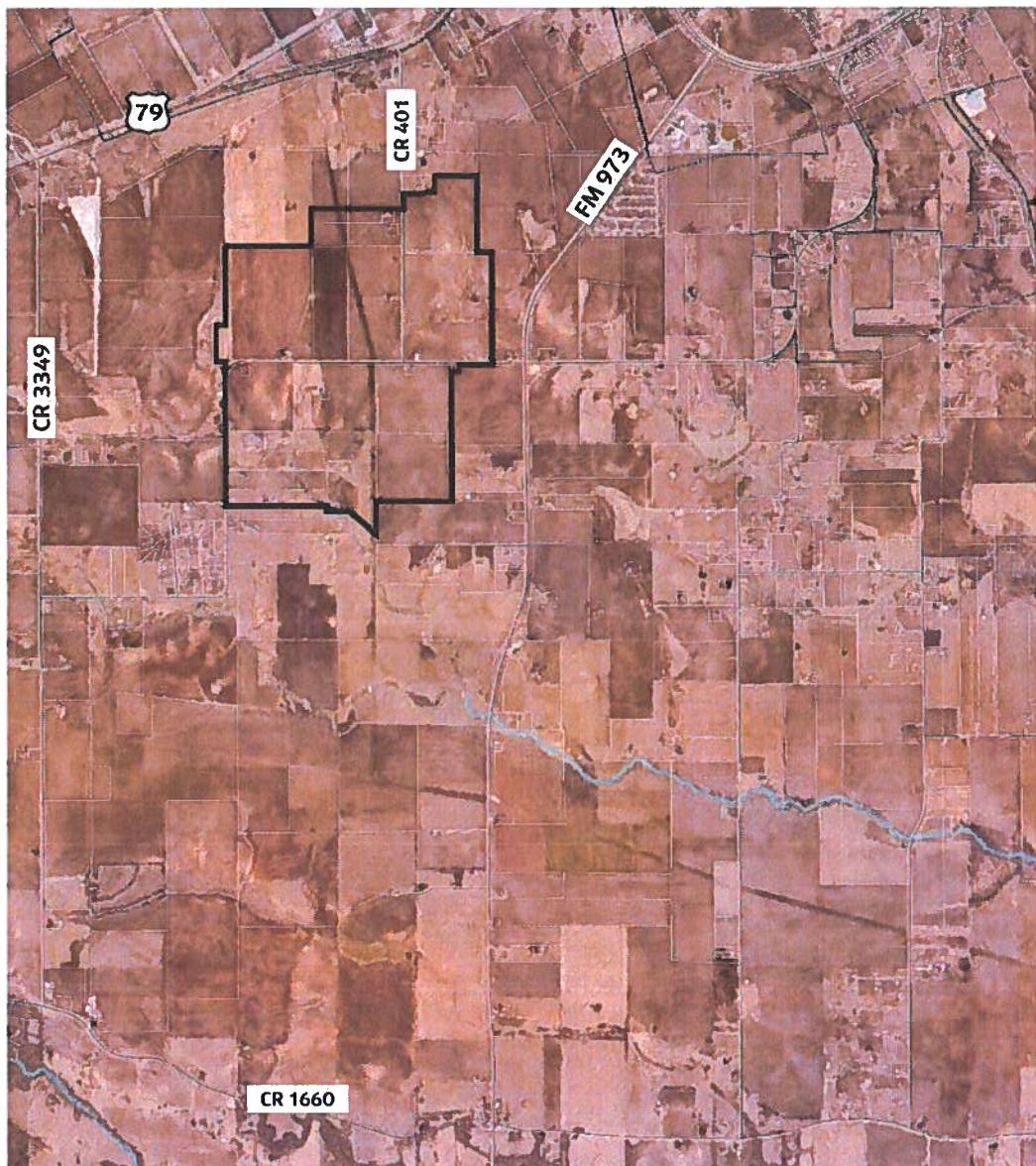
Approximately 1,187.5 acres, generally located Southwest of downtown Taylor, Texas, in an area South of State Highway 79, North of County Road 1660, East of County Road 3349, and West of Farm to Market Road 973 in the extraterritorial jurisdiction of the City of Taylor, including the properties listed below by Williamson Central Appraisal District Property Identification Number:

Property ID	WCAD Legal Description
R019409	AW0800 LEE, T.B. SUR., ACRES 12.400
R019700	AW0631 TYLER, B.J. SUR., ACRES 17.000
R020073	AW0631 TYLER, B.J. SUR., ACRES 2.000
R019412	AW0800 LEE, T.B. SUR., ACRES 8.000
R019701	AW0631 TYLER, B.J. SUR., ACRES 10.000
R020074	AW0631 TYLER, B.J. SUR., ACRES 2.000
R019411	AW0800 - LEE, T.B. SUR., ACRES 158.185
R020004	AW0800 - LEE, T.B. SUR., ACRES 1.5
R430327	AW0484 - NOBLES, W. SUR., ACRES 5
R019702	AW0632 - TYLER, L.A. SUR., ACRES 94.76
R020075	AW0632 TYLER, L.A. SUR., ACRES .50
R019408	AW0800 LEE, T.B. SUR., ACRES 62.0
R019261	AW0318 H.T. & B.R.R. CO. SUR., ACRES 83.33
R019977	AW0318 H.T. & B.R.R. CO. SUR., ACRES 1.0
R019262	AW0318 H.T. & B.R.R. CO. SUR., ACRES 70.3855
R092013	AW0318 H.T. & B.R.R. CO. SUR., ACRES 1.0
R019706	AW0636 TYLER, G.W. SUR., ACRES 95.750
R020076	AW0636 TYLER, G.W. SUR., ACRES 1.000
R019209	AW0923 EBBERLY, J. SUR., ACRES 59.0
R019237	AW0315 H.T. & B.R.R. CO. SUR., ACRES 79.49
R594305	AW0315 - H.T. & B.R.R. CO. SUR., 5.30 ACRES
R019965	AW0315 - H.T. & B.R.R. CO. SUR., 2 ACRES
R019230	AW0315 - H.T. & B.R.R. CO. SUR., ACRES 142.7, [MH R574023]
R019705	AW0634 TYLER, G.N. SUR., ACRES .879
R577898	AW0315 AWO315 - H.T. & B.R.R. CO. SUR., ACRES 0.86
R019264	AW0318 H.T. & B.R.R. CO. SUR., ACRES 35.85
R019263	AW0318 H.T. & B.R.R. CO. SUR., ACRES 7.470
R107030	AW0318 H.T. & B.R.R. CO. SUR., ACRES 21.63
R019259	AW0318 H.T. & B.R.R. CO. SUR., ACRES 18.779
R333621	AW0318 H.T. & B.R.R. CO. SUR., ACRES 10.155
R337975	AW0318 - H.T. & B.R.R. CO. SUR., ACRES 1
R019267	AW0318 - H.T. & B.R.R. CO. SUR.

EXHIBIT "A"
Description of Land

Property ID	WCAD Legal Description
R019260	AW0318 H.T. & B.R.R. CO. SUR., ACRES 29.88
R019269	AW0318 H.T. & B.R.R. CO. SUR., ACRES 23.7

EXHIBIT "A"
Description of Land



LEGEND
ZONE BOUNDARY (The Black Line)

EXHIBIT "A"
Description of Land

PARCEL 1
(Northwestern Area)

VICINITY MAP



VICINITY MAP

N.T.S.¹⁹

EXHIBIT "A"
Description of Land

**PARCEL 1
(Northwestern Area)**

SURVEY

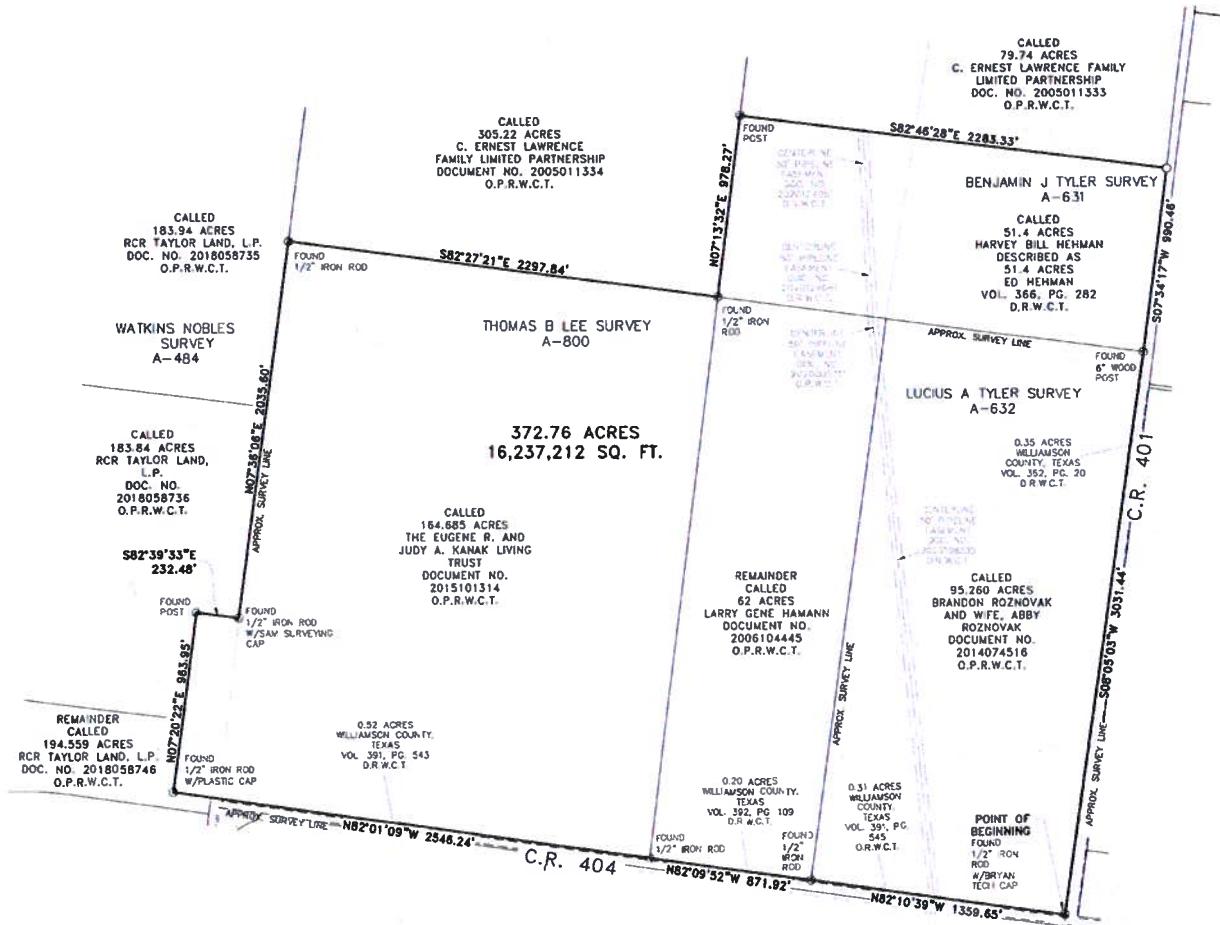


EXHIBIT "A"
Description of Land

PARCEL 1
(Northwestern Area)

LEGAL DESCRIPTION

A 372.76 acres (16,237,212 square feet), tract of land, lying within the Lucius A. Tyler Survey, Abstract 632, the Thomas B. Lee Survey, Abstract 800, the Watkins Nobles Survey, Abstract 484 and the Benjamin J. Tyler Survey, Abstract 631, Williamson County, Texas, and being all of a called 95.260 acre tract, conveyed to Brandon Roznovak and wife, Abby Roznovak in Document No. 2014074516, Official Public Records of Williamson County, Texas, all of the remainder of a called 62 acre tract, conveyed to Larry Gene Hamann in Document No. 2006104445, Official Public Records of Williamson County, Texas, all of a called 164.685 acre tract, conveyed to The Eugene R. and Judy A. Kanak Living Trust in Document No. 2015101314, Official Public Records of Williamson County, Texas and all of a called 51.4 acre tract, conveyed to Harvey Bill Hehman and described in Volume 366, Page 282, Deed Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with "BRYAN TECH" cap found for the southeastern corner of said 95.260 acre tract also being the point of intersection of the northern right of way line of County Road 404 with the western right of way line of County Road 401, for the **POINT OF BEGINNING** and the southeastern corner of the herein described tract;

THENCE, with the southern line of said 95.260 acre tract and also being the northern right-of-way line of County Road 404, N 82° 10' 39" W, a distance of 1359.65 feet to a 1/2" iron rod found for the southwestern corner of said 95.260 acre tract and also being the southeastern corner of said remainder of 62 acre tract;

THENCE, with the southern line of said remainder of 62 acre tract and also being the northern right-of-way line of County Road 404, N 82° 09' 52" W, a distance of 871.92 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 62 acre tract and also being the southeastern corner of said 164.685 acre tract;

THENCE, with the southern line of said 164.685 acre tract and also being the northern right-of-way line of County Road 404, N 82° 01' 09" W, a distance of 2546.24 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.685 acre tract and also being an ell corner of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 164.685 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, the following three (3) courses and distances;

1. N 07° 20' 22" E, a distance of 963.95 feet to a found post for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with Sam Surveying cap found for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.685 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.685 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.685 acre tract, the northwestern corner of said remainder of 62 acre tract and also being the southwestern corner of said 51.4 acre tract;

EXHIBIT "A"
Description of Land

THENCE, with the western line of said 51.4 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a Post found for the northwestern corner of said 51.4 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

THENCE, with the northern line of said 51.4 acre tract and also being the southern line of said 79.74 acre tract, S 82° 46' 28" E, a distance of 2283.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 51.4 acre tract, the southeastern corner of said 79.74 acre tract and also being on the western right of way line of County Road 401, for the northeastern corner of the herein described tract;

THENCE, with the eastern line of said 51.4 acre tract and also being the western right of way line of County Road 401, S 07° 34' 17" W, a distance of 990.46 feet to a 6" Wood Post found for the southeastern corner of said 51.4 acre tract and also being the northeastern corner of said 95.260 acre tract;
THENCE, with the eastern line of said 95.260 acre tract and also being the western right of way line of County Road 401, S 08° 05' 03" W, a distance of 3031.44 feet to the **POINT OF BEGINNING**.

Containing 372.76 acres or 16,237,212 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

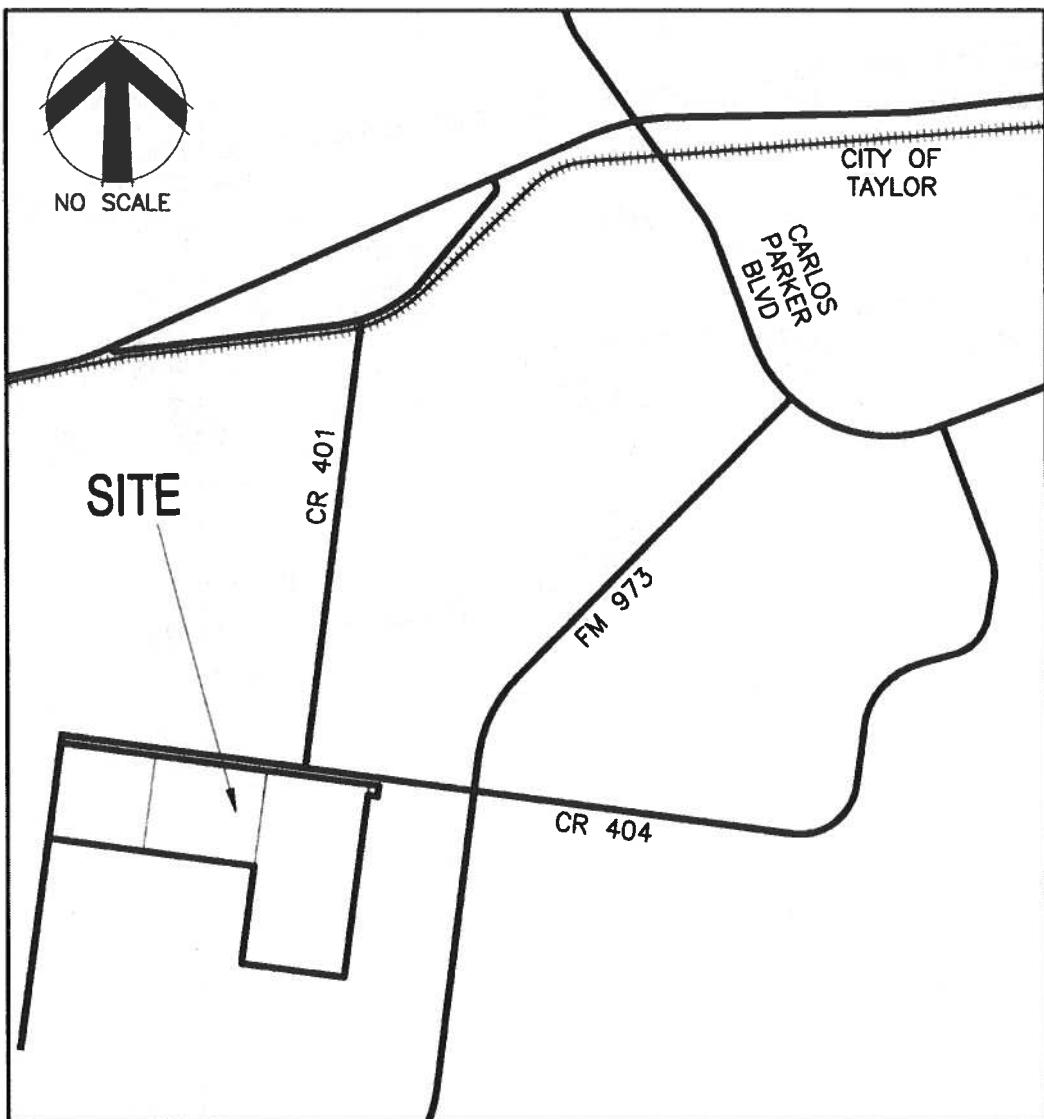
Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



EXHIBIT "A"
Description of Land

PARCEL 2
(South Central Area)

VICINITY MAP



VICINITY MAP

N.T.S.¹⁹

EXHIBIT "A"
Description of Land

PARCEL 2
(South Central Area)

SURVEY

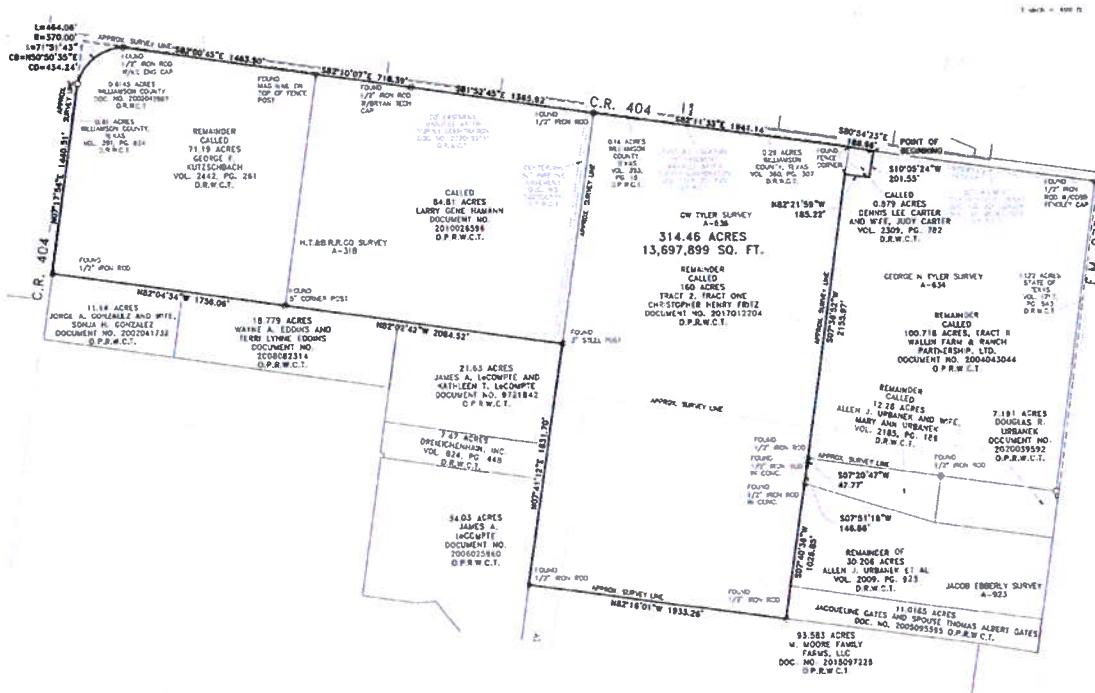


EXHIBIT "A"
Description of Land

PARCEL 2
(South Central Area)

LEGAL DESCRIPTION

A 314.46 acre (13,697,899 square feet), tract of land, lying within the H.T.&B.R.R.CO. Survey, Abstract 318, the GW Tyler Survey, Abstract 636, the George N. Tyler Survey, Abstract 634 and the Jacob Ebberly Survey, Abstract 923, Williamson County, Texas, and being all of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas, all of a called 84.81 acre tract, conveyed to Larry Gene Hamann in Document No. 2010026596, Official Public Records of Williamson County, Texas, all of a called 0.879 acre tract, conveyed to Dennis Lee Carter and wife, Judy Carter in Volume 2309, Page 782, Deed Records of Williamson County, Texas and all of the remainder of a called 71.19 acre tract, conveyed to George F. Kutzschback in Volume 2442, Page 261, Deed Records of Williamson County, Texas, described as follows:

BEGINNING at a fence corner found for the northeastern corner of said 0.879 acre tract, an ell corner of the remainder of a called 100.718 acre tract (Tract II), conveyed to Wallin Farm & Ranch Partnership, Ltd. in Document No. 2004043044, Official Public Records of Williamson County, Texas and also being on the southern right of way line of County Road 404 (R.O.W. varies), for the northeastern corner of the herein described tract, from which a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said remainder of 100.718 acre tract and also being on the western right of way line of Farm to Market Road 973, bears S 82° 09' 51" E, a distance of 1677.53 feet;

THENCE, with the eastern line of said 0.879 acre tract and also being a western line of said remainder of 100.718 acre tract, S 10° 05' 24" W, a distance of 201.55 feet to a fence corner found for the southeastern corner of said 0.879 acre tract and also being an ell corner of said remainder of 100.718 acre tract;

THENCE, with the southern line of said 0.879 acre tract and also being a northern line of said remainder of 100.718 acre tract, N 82° 21' 59" W, a distance of 185.22 feet to a fence corner found for the southwestern corner of said 0.879 acre tract, an ell corner of said remainder of 100.718 acre tract and also being on the eastern line of said remainder of 160 acre tract,;

THENCE, with the eastern line of said remainder of 160 acre tract and also being the western line of said remainder of 100.718 acre tract, S 07° 36' 52" W, a distance of 2155.97 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 100.718 acre tract and the northwestern corner of the remainder of a called 12.28 acre tract, conveyed to Allen J. Urbanek and wife, Mary Ann Urbanek in Volume 2185, Page 186, Deed Records of Williamson County, Texas;

THENCE, with a eastern line of said remainder of 160 acre tract and also being the western line of said remainder of 12.28 acre tract, the following two (2) courses and distances:

1. S 07° 20' 47" W, a distance of 47.77 feet to a 1/2" iron rod in concrete found;
2. S 07° 51' 18" W, a distance of 146.86 feet to a 1/2" iron rod in concrete found for the southwestern corner of said remainder of 12.28 acre tract and also being the northwestern corner of the remainder of a called 30.206 acre tract, conveyed to Allen J. Urbanek Et Al in Volume 2009, Page 923, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said remainder of 160 acre tract, being the western line of said remainder of 30.206 acre tract and also being the western line of a called 11.0165 acre tract, conveyed to Jacqueline Gates and Spouse Thomas Albert Gates in Document No. 2005095595, Official Public Records of Williamson County, Texas, S 07° 40' 36" W, a distance of 1026.85 feet to a 1/2" iron rod found for the southeastern corner of a said remainder of 160 acre tract, the southwestern corner of said 11.0165 acre tract and also being on the northern line of a called 93.583 acre tract, conveyed to M. Moore Family Farms, LLC in Document No. 2018097226, Official Public Records of Williamson County, Texas;

EXHIBIT "A"
Description of Land

THENCE, with the southern line of said remainder of 160 acre tract and also being the northern line of said 93.583 acre tract, N 82° 16' 01" W, a distance of 1933.26 feet to a 1/2" iron rod found for the southwestern corner of a said remainder of 160 acre tract, the northwestern corner of said 93.583 acre tract and also being on the eastern line of a called 34.03 acre tract, conveyed to James A. LeCompte in Document No. 2006025960, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said remainder of 160 acre tract, the eastern line of said 34.03 acre tract, the eastern line of a called 7.47 acre tract, conveyed to Dreieichenhain, Inc. in Volume 824, Page 448, Deed Records of Williamson County, Texas and the eastern line of a called 21.63 acre tract, conveyed to James A. LeCompte and Kathleen T. LeCompte in Document No. 9721842, Official Records of Williamson County, Texas, N 07° 41' 12" E, a distance of 1831.70 feet to a 3" Steel Post found for the northeastern corner of a said 21.63 acre tract and also being the southeastern corner of said 84.81 acre tract;

THENCE, with the southern line of said 84.81 acre tract, being the northern line of said 21.63 acre tract and also being the northern line of a called 18.779 acre tract, conveyed to Wayne A. Eddins and Terri Lynne Eddins in Document No. 2008082314, Official Public Records of Williamson County, Texas, N 82° 02' 42" W, a distance of 2084.52 feet to a 5" Corner Post found for the southwestern corner of said 84.81 acre tract and also being the southeastern corner of said 71.19 acre tract;

THENCE, with the southern line of said 71.19 acre tract, being the northern line of said 18.779 acre tract and also being the northern line of a called 11.14 acre tract, conveyed to Jorge A. Gonzalez and wife, Sonja H. Gonzalez in Document No. 2002041732, Official Public Records of Williamson County, Texas, N 82° 04' 34" W, a distance of 1756.06 feet to a 1/2" iron rod found for the southwestern corner of said 71.19 acre tract, the northwestern corner of said 11.14 acre tract and also being on the eastern right of way line of County Road 404, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 71.19 acre tract and also being the eastern right of way line of County Road 404, the following two (2) courses and distances:

1. N 07° 17' 54" E, a distance of 1440.51 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the most southern northwestern corner of said 71.19 acre tract and of the herein described tract and also being the point of curvature of a curve to the right;
2. With said curve to the right, an arc distance of 464.06 feet, having a radius of 370.00 feet, an angle of 71° 51' 43", and a chord bearing N 50° 50' 35" E, a distance of 434.24 feet to a 1/2" iron rod with cap stamped "KC ENG" found for the most northern northwestern corner of said 71.19 acre tract and of the herein described tract and also being on the southern right of way line of County Road 404;

THENCE, with the northern line of said 71.19 acre tract and also being the southern right of way line of County Road 404, S 82° 00' 45" E, a distance of 1463.50 feet to a Mag Nail on Top of Fence Post found for the northeastern corner of said 71.19 acre tract and also being the northwestern corner of said 84.81 acre tract;

THENCE, with the northern line of said 84.81 acre tract and also being the southern right of way line of County Road 404, the following two (2) courses and distances:

1. S 82° 10' 07" E, a distance of 718.39 feet to a 1/2" iron rod with "BRYAN TECH" cap found;
2. S 81° 52' 45" E, a distance of 1365.92 feet to a 1/2" iron rod found for the northeastern corner of said 84.81 acre tract and also being the northwestern corner of said remainder of called 160 acre tract;

THENCE, with the northern line of said remainder of 160 acre tract and also being the southern right of way line of County Road 404, S 82° 11' 33" E, a distance of 1941.14 feet to a fence corner found for the northeastern corner of said remainder of 160 acre tract and also being the northwestern corner of said 0.879 acre tract;

EXHIBIT "A"
Description of Land

THENCE, with the northern line of said 0.879 acre tract and also being the southern right of way line of County Road 404, S 80° 54' 23" E, a distance of 188.66 feet to the **POINT OF BEGINNING**.

Containing 314.46 acres or 13,697,899 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

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Atwell, LLC
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Ph. 512-904-0505
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EXHIBIT "A"
Description of Land

PARCEL 3
(Northeastern Area)

VICINITY MAP



VICINITY MAP

N.T.S.¹⁹

EXHIBIT "A"
Description of Land

PARCEL 3
(Northeastern Area)

SURVEY

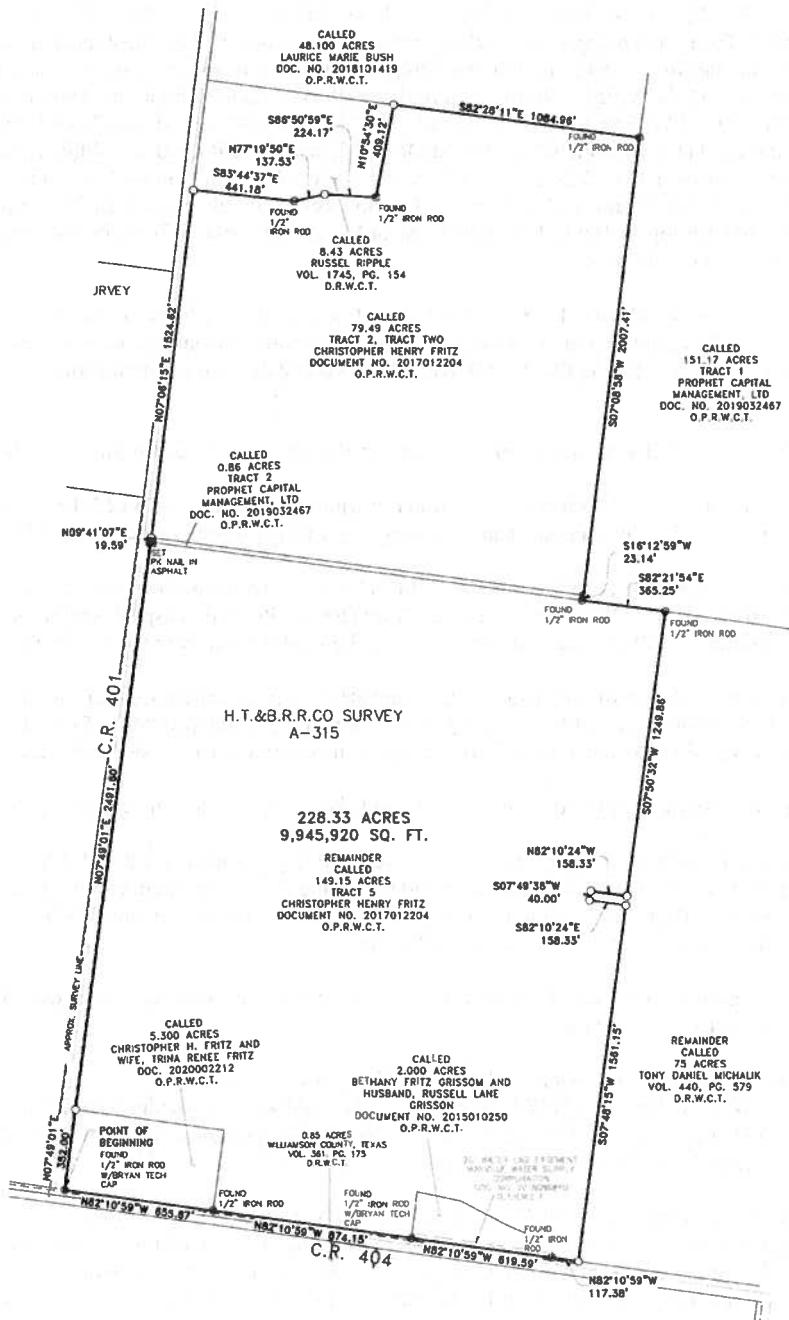


EXHIBIT "A"
Description of Land

PARCEL 3
(Northeastern Area)

LEGAL DESCRIPTION

A 228.33 acre (9,945,920 square feet), tract of land, lying within the H.T.&B.R.R.CO. Survey, Abstract 315, Williamson County, Texas, and being all of a called 5.300 acre tract, conveyed to Christopher H. Fritz and wife, Trina Renee Fritz in Document No. 2020002212, Official Public Records of Williamson County, Texas, all of a called 2.000 acre tract, conveyed to Bethany Fritz Grissom and husband, Russell Lane Grissom in Document No. 2015010250, Official Public Records of Williamson County, Texas, all of a called 0.86 acre tract, (Tract 2) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, all of the remainder of a called 149.15 acre tract, (Tract 5), conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas and all of a called 79.49 acre tract, (Tract 2 – Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with "BRYAN TECH" cap found for the southwestern corner of said 5.300 acre tract and also being the point of intersection of the northern right of way line of County Road 404 with the eastern right of way line of County Road 401, for the **POINT OF BEGINNING** and the southwestern corner of the herein described tract;

THENCE, with the western line of said 5.300 acre tract and also being the eastern right-of-way line of County Road 401, N 07° 49' 01" E, a distance of 352.00 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 5.300 acre tract and also being an ell corner of said remainder of 149.15 acre tract;

THENCE, with the western line of said remainder of 149.15 acre tract and also being the eastern right of way line of County Road 401, N 07° 49' 01" E, a distance of 2491.60 feet to a PK nail in asphalt set for the northwestern corner of said remainder of 149.15 acre tract and also being the southwestern corner of said 0.86 acre tract;

THENCE, with the western line of said 0.86 acre tract and also being the eastern right of way line of County Road 401, N 09° 41' 07" E, a distance of 19.59 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 0.86 acre tract and also being southwestern corner of said 79.49 acre tract;

THENCE, with the western line of said 79.49 acre tract and also being the eastern right of way line of said County Road 401, N 07° 06' 15" E, a distance of 1524.62 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the most western northwestern corner of said 79.49 acre tract and also being the southwestern corner of a called 8.43 acre tract, conveyed to Russel Ripple in Volume 1745, Page 154, Deed Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with a northern line of said 79.49 acre tract and also being the southern line of said 8.43 acre tract, the following three (3) course and distances:

1. S 83° 44' 37" E, a distance of 441.18 feet to a 1/2" iron rod found;
2. N 77° 19' 50" E, a distance of 137.53 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
3. S 86° 50' 59" E, a distance of 224.17 feet to a 1/2" iron rod found for an ell corner of said 79.49 acre tract and also being the southeastern corner of said 8.43 acre tract;

THENCE, with a western line of said 79.49 acre tract and also being the eastern line of said 8.43 acre tract, N 10° 54' 30" E, a distance of 409.12 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for an ell corner of said 79.49 acre tract, the northeastern corner of said 8.43 acre tract and also being the northern line of a called 48.100 acre tract, conveyed to Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas;

EXHIBIT "A"
Description of Land

THENCE, with a northern line of said 79.49 acre tract and also being the southern line of said 48.100 acre tract, S 82° 28' 10" E, a distance of 1084.96 feet to 1/2" iron rod found for the northeastern corner of said 79.49 acre tract, being the southeastern corner of said 48.100 acre tract and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract

THENCE, with the eastern line of said 79.49 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 2007.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.49 acre tract and also being the northeastern corner of said 0.86 acre tract;

THENCE, with the eastern line of said 0.86 acre tract and also being the western line of said 151.17 acre tract, S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for an angle point of said remainder of 149.15 acre tract, the southeastern corner of said 0.86 acre tract and also being the southwestern corner of said 151.17 acre tract;

THENCE, with the northern line of said remainder of 149.15 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said remainder of 149.15 acre tract and also being the northwestern corner of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said remainder of 149.15 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
5. S 07° 48' 15" W, a distance of 1561.15 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southeastern corner of said remainder of 149.15 acre tract, the southwestern corner of said 75 acre tract and also being on the northern right of way line of County Road 404, for the southeastern corner of the herein described tract

THENCE, with the southern line of said remainder of 149.15 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 117.38 feet to a 1/2" iron rod found for an ell corner of said remainder of 149.15 acre tract and also being the southeastern corner of said 2.000 acre tract;

THENCE, with the southern line of said 2.000 acre tract and also being the northern right-of-way line of County Road 404, N 82° 10' 59" W, a distance of 619.59 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southwestern corner of said 2.00 acre tract and also being an ell corner of said 149.15 acre tract;

THENCE, with the southern line of said remainder of 149.15 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 874.15 feet to a 1/2" iron rod found for an ell corner of said remainder of 149.15 acre tract and also being the southeastern corner of said 5.300 acre tract;

THENCE, with the southern line of said 5.300 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 655.87 feet to the **POINT OF BEGINNING**.

Containing 228.33 acres or 9,945,920 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83

EXHIBIT "A"
Description of Land

(2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

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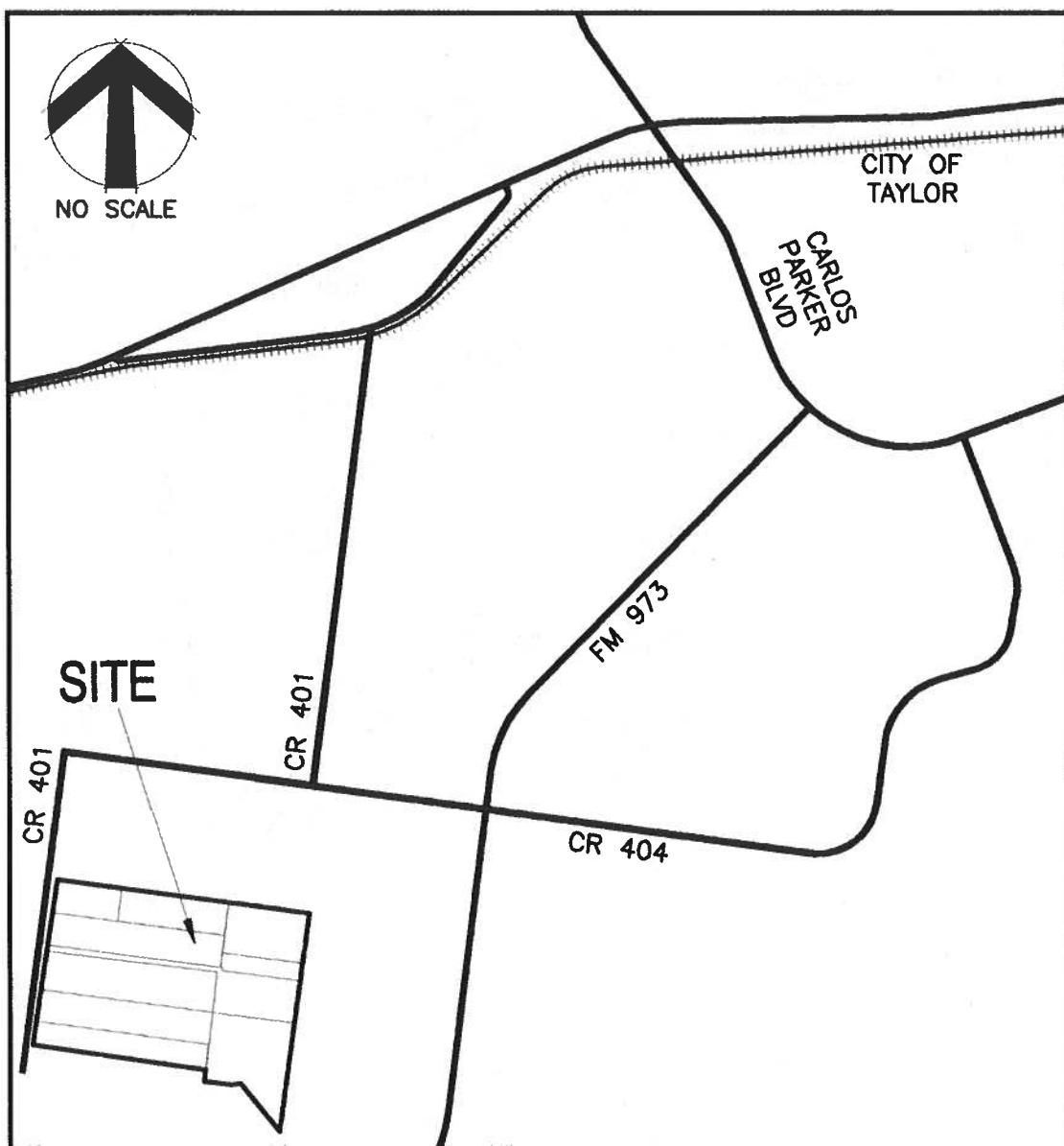


08/19/2021

EXHIBIT "A"
Description of Land

PARCEL 4
(Southwestern Area)

VICINITY MAP



VICINITY MAP

N.T.S.

EXHIBIT "A"
Description of Land

PARCEL 4
(Southwestern Area)

SURVEY

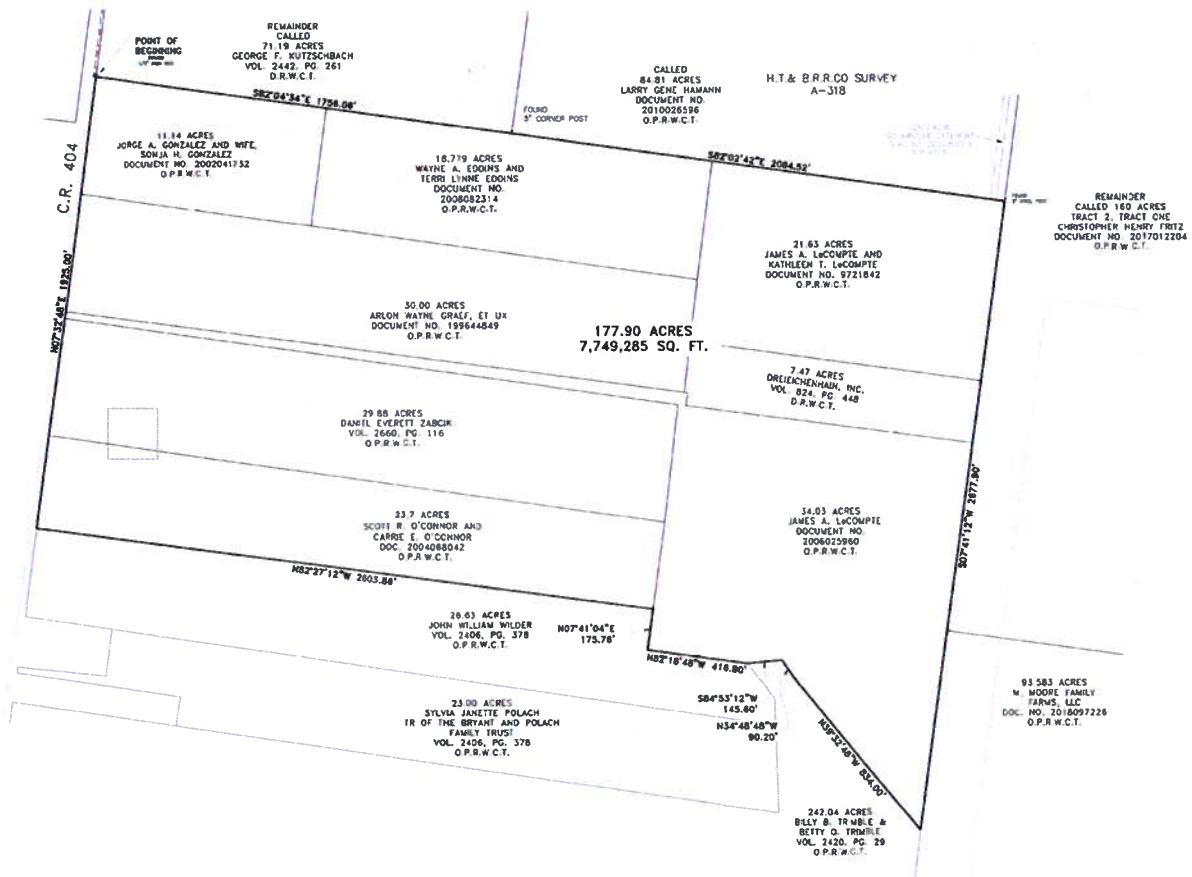


EXHIBIT "A"
Description of Land

PARCEL 4
(Southwestern Area)

LEGAL DESCRIPTION

A 177.90 acre (7,749,285 square feet), tract of land, lying withing the H.T. & B.R.R.CO. Survey, Abstract 318, Williamson County, Texas, and being all of a called 11.14 acre tract, conveyed to Jorge A. Gonzalez and Wife, Donja H. Gonzales in Document No. 2002041732, Official Public Records of Williamson County, Texas, all of a called a 18.779 acres conveyed to Wayne A Eddins and Terri Lynne Eddins in Document No. 2008082314, Official Public Records of Williamson County, Texas, all of a called 21.63 acres conveyed to James A. LeCompte and Kathleen T. LeCompte in Document No. 9721842, Official Public Records of Williamson County, Texas, all of a called 7.47 acres conveyed to Dreieichenhain, Inc. in Volume 824, Page 448 Deed Records of Williamson County, Texas, all of a called 34.03 acres conveyed to James A. LeCompte in Document No. 2006025960, Official Public Records of Williamson County, Texas, all of a called 23.7 acres conveyed to Scott R. O'Connor and Carrie E. O'Connor in Document No. 2004068042, Official Public Records of Williamson County, Texas, all of a called 29.88 acres conveyed to Daniel Everett Zabcik in Volume 2660, Page 116, Official Public Records of Williamson County, Texas, and all of a called 30.00 acre tract conveyed to Arlon Wayne Graef, Et Ux, in Document No. 199644849 Official Public Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod found for the northernmost corner of said 11.14 acre tract, also being the southwestern corner of the remainder of a called 71.19 acre tract conveyed to George F. Kutzschbach in Volume 2442, Page 261, Deed Records of Williamson County, Texas, also being the eastern right of way line of County Road 404 (R.O.W. varies) for the **POINT OF BEGINNING** and the northernmost corner of the herein described tract;

THENCE, with the northern line of said 11.14 acre tract and said 18.779 acre tract, also being the southern line of said 71.19 acre tract, S 82° 04' 34" E, a distance of 1756.06 feet to a 5" fence corner post found for the southeastern corner of said 71.19 acre tract, also being the southwestern corner of a called 84.81 acre tract conveyed to Larry Gene Hamann in Document No. 2010026596 for a northern corner of the herein described tract;

THENCE, with the northern line of said 18.779 acre tract, also being the southern line of said 84.81 acre tract and also being the northern line of said 21.63 acre tract, S 82° 02' 42" E, a distance of 2084.52 feet to a 3" steel corner post found for the southernmost corner of said 84.81 acre tract, also being on the western line of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas; for the easternmost corner of the herein described tract;

THENCE, with the western line of said remainder of 160 acre tract also being the eastern line of said 21.63 acre tract, the eastern line of said 7.47 acre tract and the eastern line of said 34.03 acre tract, S 07° 41' 12" W, passing a point at a distance of 1831.70 feet for the southwestern corner of said remainder of 160 acre tract, also being a northwestern corner of a called 93.583 continuing for a total distance of 2677.90 feet to the southernmost point of the herein described tract, also being a northeastern corner of a called 242.04 acre tract conveyed to Billy B. Trimble and Betty O. Trimble in Volume 2420, Page 29, Official Public Records of Williamson County, Texas, and also being in the western line of said 93.583 acre tract;

THENCE, with the southern line of said 34.03 acre tract and also being the northern line of said 242.04 acre tract, the following three (3) courses and distances:

3. N 39° 32' 48" W, a distance of 834.00 feet to point on the southern line of the herein described tract;
4. N 34° 48' 48" W, a distance of 90.20 feet to point on the southern line of the herein described tract;
5. S 84° 53' 12" W, a distance of 145.60 feet to point on the southern line of the herein described tract; also being a northern corner of said 242.04 acre tract and a northeastern corner of a called 26.63 acre tract conveyed to John William Wilder in Volume 2406, Page 378 Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said 34.03 acre tract also being the northern line of said 26.63 acre tract, the following two (2) courses and distances:

EXHIBIT "A"
Description of Land

1. N 82° 18' 48" W, a distance of 416.80 feet to point on the southern line of the herein described tract;
2. N 07° 41' 04" E, a distance of 175.76 feet to point on the southern line of the herein described tract, also being the southernmost corner of said 23.7 acre tract;

THENCE, with the southern line of said 23.7 acre tract also being the northern line of said 26.63 acre tract, N 82° 27' 12" W, a distance of 2603.86 feet to point for the southwestern corner of said 23.7 acre tract and the herein described tract, also being the northernmost corner of said 26.63 acre tract also being on the eastern line of said right of way line of County Road 404 (R.O.W. varies);

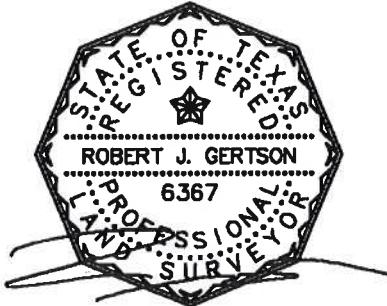
THENCE, with the eastern right of way line of County Road 404 (R.O.W. Varies) also being the western property line of said 23.7 acre tract, western line of said 29.88 acre tract, western line of said 30.00 acre tract and western line said 11.14 acre tract, N 07° 32' 48" E, a distance of 1925.00 feet to the **POINT OF BEGINNING**.

Containing 177.90 acres or 7,749,285 square feet, more or less.

BEARING BASIS NOTE

This boundary exhibit was prepared from record information and central appraisal District Linework. No on the ground survey was performed.

Robert J. Gertson, RPLS
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08/26/2021

EXHIBIT "B"
Certification Regarding Employment of Undocumented Aliens

Samsung Austin Semiconductor, LLC, a Delaware limited liability company (the "Company") hereby certifies to the City of Taylor that Company and any branches, divisions, or departments of Company do not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code.

Samsung Austin Semiconductor, LLC

By: 

Name: Sang Sup Jeong
Title: SVP

EXHIBIT "C" **Permit Fees**

Fire Department Fees:

- Plan Review

Planning & Development Services, Engineering, and Construction:

- Building Permits
 - Technology Fee
 - Weatherization Fee
 - New Commercial Building Plan Review & Permit Fees
 - New Commercial Shell Building Plan Review and Permit Fees
 - New Commercial Tenant Finish Out Plan Review and Permit Fees
 - Miscellaneous Electrical Permit Fees
 - Miscellaneous Mechanical Permit Fees
 - Miscellaneous Plumbing Permit Fees
 - Certificate of Occupancy Fee
 - Demolition Fee
 - Driveway Fee
 - Fencing Fee
 - Work in City ROW Fees
 - Engineering Inspection Fees
 - Tree Removal Fees
- Planning, Zoning, Subdivision, Site Development:
 - Annexation Fees
 - Comprehensive Plan Amendment Fees
 - Zoning Fees
 - Planned Development Submittal Fee
 - Variance Fees
 - Special Exception Fees
 - Site Plan Initial Submittal Fees
 - Site Plan Resubmittal Fees
 - Site Development Inspection Fees
 - Final Plat Initial Submittal Fee
 - Final Plat Resubmittal Fees
 - Subdivision Improvement Plans Initial Submittal Fee
 - Subdivision Improvement Plans Resubmittal Fees
 - Professional Services Recovery Fee (however the waiver of this fee shall not be construed to limit Company's obligation to make payments into the Review Cost Escrow as defined in the Development Review Reimbursement Agreement)
- Sign Permits:
 - New Sign Permit Fee
 - Sign Inspection Fee
- Transportation Fees:
 - Effective Roadway Impact Fee

EXHIBIT "C"
Permit Fees

- Sidewalk Fee
- Utility Fees:
 - Water Impact Fee
 - Backflow Inspection Initial Permit Fee (ok for initial inspection, but no to annual inspection fee)
 - Wastewater Impact Fee
 - Fire Hydrant Fees