

STATE OF TEXAS § **FIRST AMENDMENT TO**
§ **TAX INCREMENT REINVESTMENT ZONE NO. TWO**
§ **ECONOMIC DEVELOPMENT AGREEMENT AND**
COUNTY OF WILLIAMSON § **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

This First Amendment to Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement ("First Amendment") 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.

W I T N E S S E T H:

WHEREAS, the Parties previously entered that certain Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement dated November 29, 2021 (the "Original Agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement, as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Article I of the Original Agreement is amended by amending the definitions of "Company Affiliate", "Completion of Construction", "Employment Positions", "FTE Position" or "FTE", "Initial Improvements" or "Initial Project," "Permit Fees," and "Property" to read as follows:

"Company Affiliate" shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, Company. The term "control" shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

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

"Employment Positions" shall mean FTE Positions.

“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.

“Initial Improvements” or “Initial Project” means one or more improvements constructed on the Land, consisting of (i) the first Plant constructed on the Land, commonly referred to as Fab 1 (“Fab 1”), which is to be owned and operated by Company or a Company Affiliate, (ii) subject to and contingent upon the Fab 2 Certificate being issued, the second Plant constructed on the Land, commonly referred to as “Fab 2” (“Fab 2”), which is to be owned and operated by Company or a Company Affiliate, and (iii) the other buildings and ancillary facilities constructed on the Land as supporting facilities for Fab 1 or, if constructed, Fab 2, which may be owned and/or operated by Company or third parties, including, but not limited to, required parking and landscaping, and infrastructure such as water, wastewater, electrical, bulk gas and natural gas facilities. The general layout and concept of the Initial Improvements and the approximate boundary of the area of the Land on which the Initial Improvements will be constructed is depicted on Exhibit “D.” attached hereto. For clarity, for purposes of meeting the requirement in Section 4.3 that Company obtain temporary or final certificates of occupancy for certain square feet of floor space, only those parts of the Initial Improvements that are owned by Company shall count toward the square footage requirement.

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

“Property” shall collectively mean (i) all of the Land and (ii) those parts of the Improvements that are owned by the Company.

2. Section 3.1 of the Original Agreement is amended by amending subsection (d) to read as follows:

“(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; provided, however, after the City has made all DRRA Payments (as defined in Section 3.9, below) and the Company has been paid in full all Reimbursable Expenses (as defined in Section 3.9, below), the City may, at its sole discretion, amend the Zone Ordinance to reduce the percentage of the City’s contribution of the City Taxes on the Captured Appraise Value to the Tax Increment Fund, provided that such reduction shall in no case be less than the amount required to pay the Annual Grants. 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.”

3. Section 3.3 of the Original Agreement is hereby amended to read as follows:

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

4. Section 3.5 of the Original Agreement is hereby amended to read as follows:

“3.5 Permit Fee Waiver. Subject to the satisfaction of the conditions precedent set forth in Section 6.15, City agrees to waive the Permit Fees on the Initial Improvements as the Initial Improvements are being constructed beginning on the Effective Date and ending on the date City receives written notice from Company that Completion of Construction of the Initial Improvements has occurred. For clarity, City agrees that City will in no case seek Permit Fees for any part of the Initial Improvements, whether they are owned or to be owned by Company or third parties including, but not limited to, Oncor, EPCOR, Linde and SiEnergy, and their affiliated companies, and whether or not the party seeking the relevant permit is the owner of the relevant improvements or such owner’s general contractors or subcontractors; provided, however, such collection of Permit Fees relating to Initial Improvements to be owned by third-parties shall be waived only as to such third-parties that Company confirms in writing to City upon City’s request are authorized to obtain such waiver. It is acknowledged that Company has an obligation to provide funds for Third Party Development Review Costs pursuant to the Development Review Reimbursement Agreement.”

5. Section 3.9 of the Original Agreement is hereby amended to read as follows:

“3.9 Repayment of Development Review Reimbursement Agreement.

(a) Company will from time to time deposit funds in the Company Review Cost Escrow (as defined in the Development Review Reimbursement Agreement) to be expended by City solely for Company Development Review Costs and/or Third Party Development Review Costs that are City Out-of-Pocket Expenses (as those terms are defined in the Development Review Reimbursement Agreement) pursuant to the Development Review Reimbursement Agreement for the Initial Improvements (such amounts expended by City are the “Reimbursable Expenses”).

(b) City agrees to repay to Company the Reimbursable Expenses, without the accrual of any interest, solely from the Tax Increment in annual payments (each a “DRRA Payment” and collectively, the “DRRA Payments”), the first DRRA Payment being due on the Annual Payment Date following the sixth (6th) anniversary of the Commencement Date and each DRRA Payment thereafter being due on the Annual Payment Date of each calendar year thereafter until the Annual Payment Date following the Expiration Date (the “Final Payment” with the

due date of the Final Payment being the “Final Payment Date”) or until Company has been repaid the full amount of the Reimbursable Expenses, whichever occurs first. If the day on which a DRRA Payment is due falls on a Saturday or Sunday, the DRRA Payment shall be due on the next day that is not a Saturday or Sunday.

(c) Subject to Section 3.2(a) and Section 3.3, above, the amount of each DRRA Payment shall be equal to the balance of Tax Increment remaining on deposit in the Tax Increment Fund on the Annual Payment Date after (i) payment of the administrative costs described in Section 3.2(a)(i) and the Annual Grant and (ii) subtracting \$50,000 (being the minimum balance required to be retained in the Tax Increment Fund described in Section 3.2(a)(ii)); provided, however:

(1) If the remaining unpaid balance of Reimbursable Expenses is less than the amount of the next DRRA Payment that is due, the amount of such DRRA Payment will be equal to the remaining unpaid balance of Reimbursable Expenses and shall be deemed to be the Final Payment; and

(2) If the remaining unpaid balance of Reimbursable Expenses will exceed the amount of the DRRA Payment that would otherwise be due on the Final Payment Date, then, subject to Section 3.2(a) and Section 3.3, City will pay the remaining unpaid balance of Reimbursable Expenses in full on the Final Payment Date solely from the Available Amount (as defined below). For purposes of this paragraph (2), the “Available Amount” means the accumulated amount of the Tax Increment from the Reinvestment Zone that has been deposited into the Tax Increment Fund for all Tax Years from the Commencement Date to the date of Final Payment less the sum of (i) all amounts described in Section 3.2(a) paid out of the Tax Increment Fund during all prior Tax Years plus (ii) the amount to be retained in the Tax Increment Fund to pursuant to Section 3.2(a)(ii). Notwithstanding anything to the contrary herein, it is understood and agreed that City’s obligation to repay the remaining unpaid balance of the Reimbursable Expenses is limited to the Available Amount; City shall at all times give priority in accordance with Section 3.2(a) regarding the payment of the DRRA Payments in repayment of the Reimbursable Expenses and shall not use the Available Amount for any other purpose if such use would result in the Available Amount being insufficient to repay the Reimbursable Expenses in full on the Final Payment Date.

(d) For clarity, this Section 3.9 does not create any obligation of City to repay funds provided by Company for Third Party Development Review Costs (as defined in the Development Review Reimbursement Agreement), other than Third Party Development Review Costs that are City Out-of-Pocket Expenses (as defined in the Development Review Reimbursement Agreement) pursuant to Section 3.2(e) of the Development Review Reimbursement Agreement.”

6. Section 3.7(a) of the Original Agreement is amended to read as follows:

“(a)(i) The Company shall create, fill, and maintain a cumulative total of at least One Thousand Eight Hundred (1,800) Employment Positions (the “Required Employment Positions”) at the Project, in the increments and by the dates set forth below; provided, however, if the Fab 2 Certificate is issued, the “Required Employment Positions” shall increase to 2,800 Employment Positions in the increments and by the dates below:

(A) Not later than the second (2nd) anniversary of the Commencement Date, the Company shall create three hundred (300) Employment Positions; provided, however, the number of such required Employment Positions shall increase to five hundred (500) if the Fab 2 Certificate is issued;

(B) Not later than the fifth (5th) anniversary of the Commencement Date, the Company shall create an additional Six Hundred (600) Employment Positions for a cumulative total of not less than Nine Hundred (900) Employment Positions; provided, however, the number of such additional required Employment Positions and total Employment Positions shall increase to Nine Hundred (900) and One Thousand Four Hundred (1400), respectively, if the Fab 2 Certificate is issued;

(C) Not later than the seventh (7th) anniversary of the Commencement Date, the Company shall create an additional Nine Hundred (900) Employment Positions for a cumulative total of not less than One Thousand Eight Hundred (1,800) Employment Positions; provided, however, the number of such additional required Employment Positions and total Employment Positions shall increase to One Thousand Four Hundred (1400) and Two Thousand Eight Hundred (2800), respectively, if the Fab 2 Certificate is issued.

(ii) On and after the seventh (7th) anniversary of the Commencement Date, the Company shall maintain not less than the Required Employment Positions at the Project for each Employment Period. The number of Employment Positions maintained during an Employment Period shall be based on a weekly average count of Employment Positions working at the Improvements during each calendar week during the applicable Employment Period.

(iii) Any obligations of the Company to create, fill and/or maintain Employment Positions may be satisfied through the employment of individuals by Company and/or any Company Affiliate, so long as the relevant employee is assigned to work at the Project. An Employment Position will be deemed created and filled for purposes of this Agreement by the transfer of an employee from the Company’s or a Company Affiliate’s facility in Austin, Texas, to the Project.

(iv) 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."

7. Section 4.3 of the Original Agreement is hereby amended to read as follows:

“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 December 31, 2028 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 1,500,000 square feet of Improvements, totaling 4,000,000 square feet of Improvements;
- (c) By December 31, 2026, Company will cause Completion of Construction of a minimum of an additional 2,000,000 square feet of Improvements, totaling 6,000,000 square feet of Improvements;
- (d) Subject to and contingent upon the Fab 2 Certificate being issued, by December 31, 2028, Company will cause Completion of Construction of a minimum of an additional 1,000,000 square feet of Improvements, totaling 7,000,000 square feet of Improvements.

Notwithstanding anything to the contrary in this Agreement, Company's obligation to cause Completion of Construction of that portion of the Improvements described in Section 4.3(d) is contingent upon, and shall only apply if, the Comptroller issues the Fab 2 Certificate (as defined below)."

8. Section 4.4(a) of the Original Agreement is hereby amended to read as follows:

“(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 December 31, 2028.”

9. Section 4.6 of the Original Agreement is hereby amended to read as follows:

“4.6 Employment Positions. Beginning with the dates set forth in Section 3.7 and continuing until the Expiration Date, the Company shall create, fill, and maintain the number of Employment Positions by each applicable deadline and/or during each applicable Employment Period, as 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.”

10. Section 6.1 of the Original Agreement is hereby amended to read as follows:

“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 by the Company without the prior written consent of the City; provided, however, that the Company may (without the consent of the City) assign this Agreement in its entirety to a Company Affiliate upon written notice to the City; provided, however, no such assignment without the City’s consent shall be effective as to the City unless and until the City receives a copy of the written assignment that provides for the Company Affiliate to assume all rights and obligations of Company set forth in this Agreement.”

11. The Original Agreement is amended by adding Section 6.17 and Section 6.18 to read as follows:

“6.17. Prohibition of Boycotts. Company hereby verifies in accordance with the requirements of Chapters 2271, 2274, and 2274 of the Government Code and subject to applicable law that Company will not Boycott Israel, does not and will not Boycott Energy Companies, and does not and will not Discriminate Against Firearm Entities or Firearm Trade Associations, as such capitalized terms are defined in such chapters of the Government Code and subject to the provisions of such chapters of the Government Code.”

6.18 Fab 2 Certificate. Company represents, and City acknowledges, that Company has submitted an application to the Texas Comptroller for Public Accounts (the “Comptroller”) for appraised value limitation on qualified property under Chapter 313 of the Texas Tax Code, with respect to Fab 2 and its supporting facilities (the “Fab 2 Application”). The “Fab 2 Certificate” means a certificate for

a limitation on appraised value under Chapter 313 of the Texas Tax Code issued by the Comptroller with respect to the Fab 2 Application.”

12. Exhibit “A” to the Original Agreement is replaced in its entirety with Exhibit “A” to this First Amendment, and the term “Land” is amended accordingly.

13. The Original Agreement is amended by adding a new Exhibit “D” titled “Concept Plan of Initial Improvements” to read as set forth in Exhibit “D” attached hereto and incorporated herein by reference.

14. The Original Agreement shall continue in full force and effect, except as amended by this First Amendment. Unless otherwise stated in this First Amendment, capitalized terms in this First Amendment have the same meanings given to them in the Original Agreement.

15. Subject to the Conditions Precedent, this First Amendment shall be effective on the date this First Amendment (including all counterparts) bears the signature of the authorized representatives of all Parties.

16. This First Amendment may be executed in identical counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This First Amendment 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.

17. 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 First Amendment.

18. Conditions Precedent. This First Amendment is subject to and the obligations of the Parties are expressly conditioned on the following (the “Conditions Precedent”): (i) the Parties’ execution of the Project Funding Agreement by and between the Parties dated approximate date herewith; (ii) the Parties’ execution of the First Amendment to that certain Development Review Reimbursement Agreement by and between the Parties dated approximate herewith; (iii) the Parties’ execution of a Tax Abatement Agreement dated within approximately thirty to forty-five days after the date hereof; (iv) the Parties’ execution of that certain Chapter 380 Economic Development Agreement by and between the Parties for Use Tax Sharing dated approximate date herewith; (v) the Parties’ execution of the First Amendment to that certain Development Agreement by and between the Parties dated approximate date herewith; and (vi) the Parties’ execution of that certain Agreement for the Provision of Nonstandard Retail Water and Wastewater Service by and between the Parties relating to the provision of retail water and wastewater services by City to the Property as referenced in Articles VII and VIII of the Development Agreement, as amended.

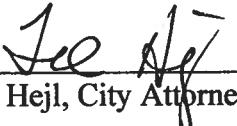
(signature pages to follow)

EXECUTED on this 14 day of July, 2022.

CITY OF TAYLOR, TEXAS

By: 
Brandt Rydell, Mayor

APPROVED AS TO FORM:

By: 
Ted Hejl, City Attorney

EXECUTED on this 15th day of JULY, 2022.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC,

By: 
Name: SANG SUP JEONG
Title: PRESIDENT

EXHIBIT "A"
Description of Land

Property 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 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. |
| R019700 | AW0631 TYLER, B.J. SUR. |
| R020073 | AW0631 TYLER, B.J. SUR. |
| R019412 | AW0800 LEE, T.B. SUR. |
| R019701 | AW0631 TYLER, B.J. SUR. |
| R020074 | AW0631 TYLER, B.J. SUR. |
| R019411 | AW0800 - LEE, T.B. SUR. |
| R020004 | AW0800 - LEE, T.B. SUR. |
| R430327 | AW0484 - NOBLES, W. SUR. |
| R019702 | AW0632 - TYLER, L.A. SUR. |
| R020075 | AW0632 TYLER, L.A. SUR. |
| R019408 | AW0800 LEE, T.B. SUR. |
| R019261 | AW0318 H.T. & B.R.R. CO. SUR. |
| R019977 | AW0318 H.T. & B.R.R. CO. SUR. |
| R019262 | AW0318 H.T. & B.R.R. CO. SUR. |
| R092013 | AW0318 H.T. & B.R.R. CO. SUR. |
| R019706 | AW0636 TYLER, G.W. SUR. |
| R020076 | AW0636 TYLER, G.W. SUR. |
| R019209 | AW0923 EBBERLY, J. SUR. |
| R019237 | AW0315 H.T. & B.R.R. CO. SUR. |
| R019230 | AW0315 - H.T. & B.R.R. CO. SUR. |
| R594305 | AW0315 - H.T. & B.R.R. CO. SUR. |
| R019965 | AW0315 - H.T. & B.R.R. CO. SUR. |
| R019705 | AW0634 TYLER, G.N. SUR. |
| R019264 | AW0318 H.T. & B.R.R. CO. SUR. |
| R019263 | AW0318 H.T. & B.R.R. CO. SUR. |
| R107030 | AW0318 H.T. & B.R.R. CO. SUR. |
| R019259 | AW0318 H.T. & B.R.R. CO. SUR. |
| R333621 | AW0318 H.T. & B.R.R. CO. SUR. |
| R337975 | AW0318 - H.T. & B.R.R. CO. SUR. |
| R019267 | AW0318 - H.T. & B.R.R. CO. SUR. |
| R019260 | AW0318 H.T. & B.R.R. CO. SUR. |
| R019269 | AW0318 H.T. & B.R.R. CO. SUR. |
| R577898 | AW0315 AWO315 - H.T. & B.R.R. CO. SUR. |
| R019703 | AW0634 TYLER, G.N. SUR. |
| R331121 | AW0923 - EBBERLY, J. SUR. |
| R331122 | AW0923 - EBBERLY, J. SUR. |
| R331120 | AW0923 - EBBERLY, J. SUR. |

EXHIBIT "A"
Description of Land

| Property ID | WCAD Legal Description |
|--------------------|---------------------------------|
| R331123 | AW0923 - EBBERLY, J. SUR. |
| R019223 | AW0923 - EBBERLY, J. SUR. |
| R338860 | AW0923 - EBBERLY, J. SUR. |
| R019235 | AW0315 - H.t. & B.r.r. Co. Sur. |
| R327085 | AW0315 H.t. & B.r.r. Co. Sur. |

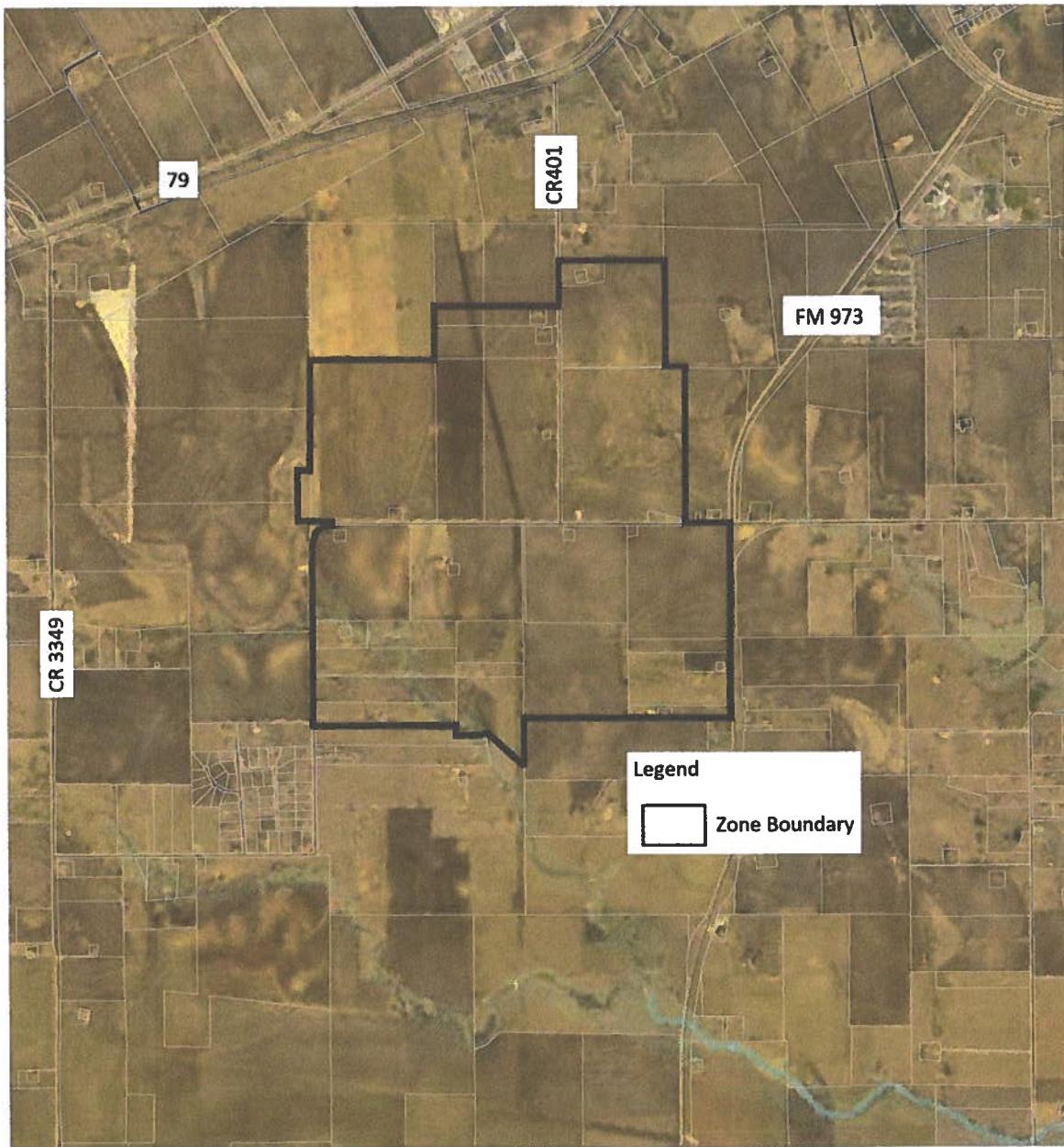


EXHIBIT "A"
Description of Land

DESCRIPTION

A 1268.23 Acre (55,244,173 Square Feet), tract of land, lying within the Benjamin J. Survey Abstract 631, the Thomas B. Lee Survey Abstract 800, the Lucius A. Tyler Survey Abstract 632, the H.T.&B.R.R.Co Survey Abstract 315, 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 following tracts conveyed to Samsung Austin Semiconductor, LLC, a called 100.57 acre tract in Document No. 2021184352, a called 7.19 acre tract in Document No. 2021184013, a called 35.18 acre tract in Document No. 2021183985, a called 11.02 acre tract in Document No. 2021184141, the remainder of a called 79.36 acre tract, Tract 1 and a called 159.14 acre tract, Tract 2 both in Document No. 2021184492, a called 33.62 acre tract, Tract 1, Parcel A, a called 1.85 acre tract, Tract 1, Parcel B, and a called 21.67 acre tract, Tract 2 all three in Document No. 2021184917, a called 23.58 acre tract in Document No. 2021184841, a called 29.87 acre tract in Document No. 2021183753, a called 29.99 acre tract in Document No. 2021184513, a called 11.18 acre tract in Document No. 2021185096, a called 70.38 acre tract in Document No. 2021184494, a called 61.29 acre tract, Tract 1 and a called 84.06 acre tract, Tract 2 both in Document No. 2021181069, a called 18.92 acre tract in Document No. 2021184843, a called 7.85 acre tract in Document No. 2021184919, a called 0.875 acre tract in Document No. 2021183313, a called 2.00 acre tract in Document No. 2021184507, a called 5.30 acre tract in Document No. 2021184505, a called 140.73 acre tract in Document No. 2021184511, a called 0.93 acre tract in Document No. 2021187920, a called 95.27 acre tract in Document No. 2021184038, a called 164.63 acre tract in Document No. 2021184270, a called 51.57 acre tract in Document No. 2021183993, the remainder of a called 8.43 acre tract in Document No. 2021184854 and a portion of a called 15.23 acre tract in Document No. 2021189911 all in the Official Public Records of Williamson County, Texas, described As Follows:

BEGINNING, at a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said 100.57 acre tract and also being the intersection point of the southern right of way line of County Road 404 (right of way varies) with the western right of way line of Farm to Market Road 973 (right of way varies) for the **POINT OF BEGINNING** of the herein described tract;

THENCE, with the western right of way line of said Farm to Market Road 973 and also being the eastern line of said 100.57 acre tract, said 7.19 acre tract, said 35.18 acre tract and said 11.02 acre tract, the following three (3) courses and distances:

1. S 07° 24' 04" W, a distance of 2400.22 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 82° 29' 00" E, a distance of 20.69 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 23' 06" W, passing at a distance of 307.06 feet a TxDOT monument with aluminum cap found for the southeastern corner of said 7.19 acre tract and also being the most eastern northeastern corner of said 35.18 acre tract, in all a total distance of 1176.05 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of the herein described tract;

THENCE, with the southern line of said 11.02 acre tract and said 159.14 acre tract and also being 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, N 82° 16' 01" W, passing at a distance of 1907.29 feet a 1/2" iron rod found for the southwestern corner of said 11.02 acre tract and also being the southeastern corner of said 159.14 acre tract, in all a total distance of 3840.55 feet to a 1/2" iron rod found for the southwestern corner of said 159.14 acre tract, the northwestern corner of said 93.583 acre tract and also being on the eastern line of said 33.62 acre tract;

THENCE, with the eastern line of said 33.62 acre tract and also being the western line of said 93.583 acre tract, S 07° 05' 14" W, a distance of 843.78 feet to a 2 1/2" wagon wheel hub found for the southeastern corner of said 33.62 acre tract and also being the northeastern corner of a called 242.54 acre tract, conveyed to Billy B. Trimble and wife, Betty O'Brien Trimble in Volume 2420, Page 29, Deed Records of Williamson County, Texas;

THENCE, with the southern line of said 33.62 acre tract, the northern lines of said 242.54 acre tract and of a called 26.63 acre tract, conveyed to John William Wilder in Volume 2406, Page 378, Official Records of Williamson County, Texas, the following four (4) courses and distances;

1. N 39° 26' 18" W, a distance of 834.84 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 34° 42' 04" W, a distance of 91.04 feet to a 1/4" iron rod found;
3. S 84° 59' 56" W, a distance of 145.60 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. N 82° 12' 04" W, a distance of 424.95 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southwestern corner of said 33.62 acre tract and also being an ell corner of said 26.63 acre tract;

THENCE, with the western line of said 33.62 acre tract and also being the eastern lines of said 26.63, N 07° 29' 21" E, a distance of 142.58 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 23.58 acre tract and also being the northeastern corner of said 26.63 acre tract;

EXHIBIT "A"

Description of Land

THENCE, with the southern line of said 23.58 acre tract and also being the northern lines of said 26.63 acre tract, N 81° 50' 43" W, a distance of 2604.65 feet to a 1 1/4" iron rod found for the southwestern corner of said 23.58 acre tract, the northwestern corner of said 26.63 acre tract and also being on the eastern right of way line of County Road 404 (right of way varies), for the southwestern corner of the herein described tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 23.58 acre tract, said 29.87 acre tract, said 1.85 acre tract, said 29.99 acre tract and said 11.18 acre tract, N 07° 33' 46" E, passing at a distance of 394.60 feet a 1/2" iron rod found for the northwestern corner of said 23.58 acre tract and also being the southwestern corner of said 29.87 acre tract, passing at a distance of 894.20 feet a 1/2" iron rod found for the northwestern corner of said 29.87 acre tract and also being the southwestern corner of said 1.85 acre tract, in all a total distance of 1924.49 feet to a 1/2" iron rod found for the northwestern corner of said 11.18 acre tract and also being the southwestern corner of said 70.38 acre tract;

THENCE, continuing with the eastern right of way line of said County Road 404 and also being the western line of said 70.38 acre tract, the following two (2) courses and distances:

1. N 07° 17' 54" E, a distance of 1440.52 feet to a 1/2" iron rod with "ATWELL LLC" cap set, for 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 a 1/2" iron rod with "KC ENG" cap found for the most eastern northwestern corner of said 70.38 acre tract and also being the most southern southwestern corner of said 14.37 acre tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 14.37 acre tract, N 07° 58' 51" E, a distance of 55.72 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the most northern southwestern corner of said 14.37 acre tract, being on the southern line of said 164.63 acre tract and also being on the northern right of way of said County Road 404;

THENCE, with the southern line of said 164.63 acre tract and also being the northern right-of-way line of said County Road 404, N 82° 01' 09" W, a distance of 555.93 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.63 acre tract and also being an ell corner of the remainder 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;

THENCE, with the western line of said 164.63 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 post found;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with "SAM SURVEYING" cap found;
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 164.63 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 164.63 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 164.63 acre tract, the southeastern corner of said 305.22 acre tract, the northwestern corner of said 61.29 acre tract and also being the southwestern corner of said 51.57 acre tract;

THENCE, with the western line of said 51.57 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 51.57 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 51.57 acre tract and northern line of said 14.37 acre tract also being the southern line of said 79.74 acre tract and the southern ROW line of County Road 401 (right of way varies), S 82° 46' 28" E, a distance of 2328.97 feet to a 1/2" iron rod with "ATWELL LLC" cap set on the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract;

EXHIBIT "A"

Description of Land

THENCE, with the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract, N 07° 06' 15" E, a distance of 365.08 feet to a 1/2" iron rod with "ATWELL LLC" cap set for an ell corner of said 79.36 acre tract and also being the southwestern corner of said remainder of 8.43 acre tract;

THENCE, with the eastern right of way line of said County Road 401 and also being the western line of said remainder of 8.43 acre tract, N 07° 18' 23" E, a distance of 422.83 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the northwestern corner of said remainder of 8.43 acre tract and also being the southwestern corner of a called 1.13 acre tract, Tract 2 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said 1.13 acre tract and of a called 1.50 acre tract, Tract 1 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being the northern line of said remainder of 8.43 acre tract and said remainder of 79.36 acre tract, S 82° 28' 11" E, a distance of 1904.77 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 1.50 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 79.36 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 1947.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.36 acre tract and also being the northeastern corner of said 0.93 acre tract;

THENCE, with the eastern line of said 0.93 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 the southeastern corner of said 0.93 acre tract, the southwestern corner of said 151.17 acre tract and also being on the northern line of said 140.73 acre tract;

THENCE, with the northern line of said 140.73 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 140.73 acre tract and also being the northwestern corner of the remainder 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 140.73 acre tract and said 14.37 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 "ATWELL LLC" cap set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
5. S 07° 48' 15" W, a distance of 1626.42 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the most southern southeastern corner of said 14.37 acre tract, being on the northern line of said 100.57 acre tract and also being on the southern right of way line of County Road 404 (right of way varies);

THENCE, with the southern right of way line of said County Road 404 and also being the northern line of said 100.57 acre tract, S 82° 09' 51" E, a distance of 796.69 feet to the **POINT OF BEGINNING**.

Containing 1268.23 acres or 55,244,173 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



12/30/2021

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EXHIBIT "A"
Description of Land



EXHIBIT "D"
Concept Plan for Initial Improvements

Initial Improvements

