

**NOTICE OF SPECIAL CALLED JOINT PUBLIC SESSION AND MEETING
OF THE
WILLIAMSON COUNTY COMMISSIONERS COURT
AND THE CITY OF TAYLOR CITY COUNCIL**

**September 8, 2021
5:00 P.M.**

Public Meeting Place:

**Taylor ISD Event Center
3101 N Main Street
Taylor, Texas**

WILLIAMSON COUNTY COMMISSIONERS COURT

Bill Gravell, Jr., County Judge

**Terry Cook, Commissioner Precinct 1
Cynthia Long, Commissioner Precinct 2**

**Valerie Covey, Commissioner Precinct 3
Russ Boles, Commissioner Precinct 4**

CITY OF TAYLOR CITY COUNCIL

**Gerald Anderson, District 1, Mayor Pro-Tem
Mitchell Drummond, District 2
Brandt Rydell, District 3, Mayor**

**Robert Garcia, District 4
Dwayne Ariola, At Large**

The Commissioners Court of Williamson County, Texas and the City of Taylor City Council will meet in a Joint Special Called Public Session and Meeting at the above-referenced Public Meeting Place on the Date and Time set out above. At such meeting, the members of the Williamson County Commissioners Court and the City of Taylor City Council may deliberate, discuss, consider, receive information, and/or take action upon the matters referenced in this Notice of Public Meeting in accordance with Chapter 551, Texas Government Code.

AGENDA

Williamson County – Call to Order, Quorum Determined, and Meeting Declared Open.

City of Taylor – Call to Order, Quorum Determined, and Meeting Declared Open.

1. **Williamson County** – Discuss, consider and take appropriate action on approval of holding a Special Session of the Williamson County Commissioners Court jointly with the City of Taylor City Council, at the **Taylor ISD Event Center, 3101 N Main Street, Taylor, Texas**, on this **8th day of September, 2021** in order to discuss, consider, receive information, and/or take action upon the matters referenced in this Notice.
2. **City of Taylor** – Discuss, consider and take appropriate action on approval of holding a Special Session of the City of Taylor City Council jointly with the Williamson County Commissioners Court, at the **Taylor ISD Event Center, 3101 N Main Street, Taylor, Texas**, on this **8th day of September, 2021** in order to discuss, consider, receive information, and/or take action upon the matters referenced in this Notice.

Williamson County – Welcome and Introductions

City of Taylor – Welcome and Introductions

Remarks by Samsung Austin Semiconductor, LLC and Taylor Independent School District

3. **Williamson County** – Discuss, consider and take appropriate action on a resolution to support Samsung Austin Semiconductor, LLC's selection of Williamson County as the location of its semiconductor plant; on a Chapter 381 Economic and Development Program Agreement and Development Agreement with Samsung Austin Semiconductor, LLC; and to authorize the County Judge to execute such resolution and agreements.
4. **City of Taylor** – Discuss, consider and take appropriate action on a resolution to support Samsung Austin Semiconductor, LLC's selection of City of Taylor, Williamson County as the location of its semiconductor plant; Authorizing the Mayor to execute a Tax Abatement Agreement, a Development Agreement, a Development Review Services Reimbursement Agreement and a Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement, with Samsung Austin Semiconductor, LLC, and to take the necessary actions related thereto.
5. **Williamson County Public Comment Period.** The Public Comment Period for Williamson County allows members of the public to comment on matters pertaining to or affecting Williamson County, Texas, but that do not appear as an Agenda Item in this Notice. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to comment during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during this Public

Comment Period. Please note that the members of the governing body may not comment at the meeting about matters that are not listed as an Agenda Item in this Notice

6. **Taylor Citizen Communication.** The Taylor City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to three (3) minutes.

Adjournments

Executive Session. *The Commissioners Court for Williamson County and/or the City of Taylor City Council reserve the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551 (Texas Open Meetings Act), to include but not be limited to Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), and 551.087 (Deliberation Regarding Economic Development Negotiations). Any final action, decision, or vote on a matter deliberated in closed executive session shall be made in an open meeting pursuant to the Texas Open Meetings Act.*

Public Testimony. Pursuant to Section 551.007, Texas Government Code, members of the public may address the Commissioners Court and/or the City Council regarding an Agenda Item listed in this Notice in accordance with each entity's rules of procedure, conduct, and decorum.

Certificates

I certify that this Notice of Special Called Joint Public Session and Meeting of Williamson County Commissioners Court and City of Taylor City Council was posted at www.wilco.org, in the locked box located on the south side of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, and at the entrance of the Taylor ISD Event Center, 3101 N Main Street Taylor, Texas, each being places readily accessible to the general public at all times, on the 3rd day of September, 2021 at 4:30 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.


Bill Gravell, Jr.
Williamson County Judge

I certify that this Notice of Special Called Joint Public Session and Meeting of Williamson County Commissioners Court and the City of Taylor City Council in the City of Taylor City Hall Lobby and at the entrance of the Taylor ISD Event Center, 3101 N Main Street Taylor, Texas, each being places readily accessible to the general public at all times, on the 3rd day of September, 2021 at 4:30 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Dianna Barker
City Clerk, City of Taylor

The Taylor ISD Event Center is located at 3101 N. Main Street, Taylor, Texas. The Event Center is wheelchair, parking, and restroom accessible and can accommodate 100-150 participants.

Individuals with disabilities, who would like to attend this event, please contact Vicki Roth or Dellean Hartmann at (512) 365-1391 regarding any special accommodation needs. It is requested that individuals requiring auxiliary aids such as sign language interpreters and alternative format materials notify the event sponsor at least five working days in advance. Every effort will be made to provide reasonable accommodations in an effective and timely manner.

RESOLUTION NO. R21-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, SUPPORTING SAMSUNG AUSTIN SEMICONDUCTOR, LLC'S SELECTION OF TAYLOR AS THE LOCATION FOR ITS SEMICONDUCTOR PLANT (THE "PROJECT") AND AUTHORIZING THE MAYOR OF THE CITY OF TAYLOR TO EXECUTE AGREEMENTS WITH SAMSUNG AUSTIN SEMICONDUCTOR, LLC RELATING TO THE DEVELOPMENT OF THE PROJECT, INCLUDING THE TAX ABATEMENT AGREEMENT, THE DEVELOPMENT AGREEMENT, THE TAX INCREMENT REINVESTMENT ZONE NO. TWO ECONOMIC DEVELOPMENT AGREEMENT AND CHAPTER 380 AGREEMENT, AND THE DEVELOPMENT REVIEW REIMBURSEMENT AGREEMENT (COLLECTIVELY, THE "PROJECT AGREEMENTS"), IN THE FORMS ATTACHED HERETO; AUTHORIZING THE MAYOR TO TAKE THE NECESSARY ACTION RELATING TO THE PROJECT AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is a global shortage of semiconductors, which are used in the devices and technology we use every day; and

WHEREAS, it is a matter of national security that the manufacturing of semiconductors be in the United States to decrease our country's dependency on foreign nations; and

WHEREAS, Samsung Austin Semiconductor, LLC is willing to produce the most advanced technology in the semiconductor industry in the City of Taylor, Texas; and

WHEREAS, Samsung Austin Semiconductor, LLC plans to invest \$17 billion in six million square feet of semiconductor manufacturing plant in the City of Taylor; and

WHEREAS, Samsung Austin Semiconductor, LLC is projected to create 2,585 new jobs, 785 indirect and induced jobs, which includes 1,800 direct employment positions at the facility in the City of Taylor; and

WHEREAS, Samsung Austin Semiconductor, LLC will attract ancillary economic development opportunities; and

WHEREAS, Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapters 380 authorizes the City of Taylor to establish and provide for the administration of economic development programs pursuant to which City makes grants to promote local economic development and to stimulate business and commercial activity within City's corporate limits; and

WHEREAS, Texas Local Government Code Chapter 378 authorizes the City of Taylor to establish neighborhood empowerment zones to provide certain incentive programs for the areas designated in a municipality; and

WHEREAS, Texas Tax Code Chapter 312 authorizes the City of Taylor to enter tax abatement agreements with qualified applicants; and

WHEREAS, Texas Local Government Code Chapter 212 authorizes the City of Taylor to enter into development agreements relating to the development of land within the City and its extra territorial jurisdiction; and

WHEREAS, Texas Tax Code Chapter 311 authorizes the City of Taylor to create tax increment reinvestment zones to promote the development or redevelopment of certain geographic areas within its jurisdiction; and

WHEREAS, the City of Taylor has determined that the Project Agreements are in accordance with the City economic development program and will: (i) further City's objectives; (2) benefit City and City's inhabitants; (iii) promote local economic development and stimulate business and commercial activity within City corporate limits; and (iv) are consistent with and in compliance with the requirements of Texas Tax Code Chapters 311 and 312, and Texas Local Government Code Chapters 212, 380, and Chapter 378.; and

WHEREAS, the City of Taylor fully supports the Tax Abatement Agreement, the Development Agreement, the Tax Increment Reinvestment Zone No. Two Economic Development and Chapter 380 Economic Development Incentive Agreement, and the Development Review Reimbursement Agreement provided for public viewing and looks forward to beginning a long, collaborative partnership with Samsung Austin Semiconductor, LLC upon the execution of the agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, THAT:

SECTION 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. The City of Taylor supports Samsung Austin Semiconductor, LLC's selection of the City of Taylor as the location of its semiconductor plant, and the security, resources, and opportunities it will bring.

SECTION 3. The Mayor is hereby authorized to execute the Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development

Agreement, the Tax Abatement Agreement, the Development Agreement, and the Development Review Reimbursement Agreement, in the forms attached hereto, including any amendments and instruments related thereto. The Mayor is further authorized to take the necessary action related to the Project Agreements and execute any agreements related thereto.

SECTION 4. This Resolution shall become effective immediately from and after its passage, and it is accordingly so resolved.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Taylor, Texas, on the 8th day of September 2021.

CITY OF TAYLOR, TEXAS

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

STATE OF TEXAS §
 § **DEVELOPMENT REVIEW REIMBURSEMENT AGREEMENT**
COUNTY OF WILLIAMSON §

This **Development Review Reimbursement Agreement** (this “**Agreement**”) is made by and between the **City of Taylor**, a Texas home rule municipality (“**City**”), and **Samsung Austin Semiconductor, LLC**, a Delaware limited liability company (“**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, Company owns a portion of or is under contract to purchase a portion of the real property in Williamson County, Texas, being further described in **Exhibit “A”** attached hereto (the “**Land**”); and

WHEREAS, as of the date of signing this Agreement, the Parties are considering the Project (as defined herein) but have not made the final decision to proceed with the Project; and

WHEREAS, in connection with considering the Project, the Parties have prepared the terms of that certain Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement (the “**Incentive Agreement**”); and

WHEREAS, in connection with considering the Project, the Parties have prepared the terms of that certain City of Taylor Development Agreement pursuant to Tex. Loc. Govt. Code §212.172 relating the development and use of a portion of the Land (the “**Development Agreement**”); and

WHEREAS, if the Parties proceed with the Project, the Parties would execute the Incentive Agreement and Development Agreement, and the Company would voluntarily seek annexation of all or a portion of the Land into City's corporate limits and develop a portion of the Land for the Project (hereinafter defined) pursuant to the terms of the Development Agreement; and

WHEREAS, the Parties recognize that costs to be incurred by City for the Development Review Services for the Project will be significant and require resources and services in addition to the current City level of services to (i) achieve the planned schedule for the development of the Land and the construction of the Initial Project and (ii) provide the expedited and prioritized review procedures described in Articles IV and V of the Development Agreement; and

WHEREAS, the Parties further recognize that the provisions of Articles VII and VIII of the Development Agreement relating to the time by which City is obligated to make available to Company certain capacity of water and wastewater service with respect to the Initial Project, may

require City to begin incurring costs prior to Company closing on the purchase of all the Land and satisfying all the other Conditions Precedent (defined below); and

WHEREAS, Company desires to advance the funds to the City for the Development Review Services (hereinafter defined) if the Parties proceed with the Project; and

WHEREAS, the Parties desire to provide for the reimbursement to City for the City Development Costs (hereinafter defined) if the Company does not proceed with the Project.

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:

“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.

“Business Day” or “business day” shall mean any day other than a Saturday, a Sunday, a federally observed national holiday, the Friday after Thanksgiving Day, and December 24th.

“Completion of Construction” shall mean that: (i) the construction of the Initial Improvements has been substantially completed; and (ii) a certificate of occupancy has been issued by City for the occupancy of the Initial Improvements by the Company.

“City Development Costs” shall mean the reasonable costs incurred and paid by City relating to performance of City’s obligations pursuant to Article VII and Article VIII of the Development Agreement relating to the water and wastewater facilities to be designed and constructed including, but not limited to, (i) all costs relating to the design and construction of all public water and wastewater facilities for which City is obligated to construct pursuant to Article VII and Article VIII of the Development Agreement, (ii) reasonable attorneys’ fees incurred in preparation and negotiation of contracts between City and third parties relating to the design and construction of the foregoing public improvements, (iii) application, permit, and/or other fees and charges paid in relation to obtaining any governmental permit required in order to construct and/or operate the foregoing public improvements or facilities, (iv) rental fees and charges paid with respect to the lease or renting of any equipment or facilities reasonably necessary in order to perform City’s obligations set forth in Article VII and Article VIII of the Development Agreement; (v) all costs incurred and paid relating to the acquisition of any interest in real property by City necessary for the location and construction of any public improvements

and/or facilities City is obligated to construct in accordance with Article VII and Article VIII of the Development Agreement (but, for clarity, excluding amounts that the City could reasonably receive in disposing of such real property interests); and (vi) all costs relating to any debt issued by City for the purpose of funding City's performance of its obligations to design and construct the water and wastewater facilities required by Article VII and Article VIII of the Development Agreement including, but not limited to, interest paid on such funds and City's costs for issuance of such debt (but, for clarity, excluding amounts funded to the City pursuant to such debt which have not yet been expended by the City).

"Comprehensive Plan" means the Comprehensive Plan adopted by the City Council in accordance with Chapter 213 of the Texas Local Government Code, as amended from time to time.

"Conditions Precedent" shall mean: (i) the Company has closed its purchase of the Land on or before December 31, 2021; (ii) the Company having submitted an application for voluntary annexation of the Land into the City on or before ninety (90) days after the "Effective Date" as that term is defined in the Development Agreement; (iii) the Development Agreement has been executed by Company; (iv) the County Agreement has been executed by Company; (v) the School Incentive Agreement has been executed by Company; (vi) the Tax Abatement Agreement has been executed by Company; (vii) the Incentive Agreement has been executed by Company.

"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 approximately the same date as the Incentive Agreement.

"Development Agreement" is defined in the recitals.

"Development Review Costs" shall mean the costs incurred by City for the provision of Development Review Services by third party contractor(s) and/or temporary full-time and part-time City employees in relation to the Initial Project.

"Development Review Services" means services related to the receipt and review of applications for permits and/or inspections relating to compliance with applicable laws, ordinances, and regulations, to the extent related to and reasonably necessary for the development of the Initial Project, including, but not limited to, review and amendment of City's Comprehensive Plan as reasonable and necessary to make the Comprehensive Plan consistent with the concept plan, thoroughfare alignments, impacts on surrounding land uses and the zoning regulations enacted to govern the development and use of the Land for the Initial Project, building plan review, building inspections, construction plan review, construction inspection, site development plan review, site development inspection, subdivision plat reviews, subdivision improvement plans review, subdivision improvement inspections and similar related services related to and reasonably necessary for the development of the Initial Project.

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

“Expiration Date” shall mean the date on which Completion of Construction of the Initial Improvements occurs.

“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).

“Incentive Agreement” is defined in the recitals.

“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 approximately the same date as the Incentive Agreement.

“Tax Abatement Agreement” shall mean that certain Tax Abatement Agreement by and between the Parties pursuant to the Property Redevelopment and Tax Abatement Act, Chapter 312 Texas Tax Code dated approximately the same date as the Incentive Agreement.

Article II

Term

The term of this Agreement (the “**Term**”) shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Development Review Reimbursement

3.1 Development Review Services. The Parties acknowledge and agree that the Development Agreement requires City to perform the Development Review Services relating to the Initial Project at certain levels and within certain timeframes which represent an expedited and heightened level of performance beyond what is required for similar actions by City generally. The Company's obligations in this Agreement to fund the Review Cost Escrow are made in consideration of and to facilitate City's performance of the Development Review Services with respect to the Initial Project. City shall repay Company all amounts expended from the Review Cost Escrow in accordance with the Incentive Agreement.

3.2 Development Review Costs for the Initial Improvements. (a) The Company agrees to deposit with City the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00), which is the amount estimated by City in Development Review Costs to be incurred by City during the first six (6) months following the Effective Date (the "**Initial Deposit**") not later than (i) ten (10) business days after the date of Company's voluntary petition for Annexation, or (ii) if Company provides written notice to City that Company desires City to provide Development Review Services prior to said date, then not later than ten (10) business after City's receipt of such written notice from Company, which notice shall specify the date for the commencement of such Development Review Services.

(b) City agrees to deposit the Initial Deposit into a separate financial account with the City's depository bank ("**Review Cost Escrow**") and to spend such funds solely for the costs and expenses reasonably incurred by City for Development Review Costs.

(c) Each and every time during the term of this Agreement the balance of the Review Cost Escrow falls below One Hundred Thousand and No/ 100 Dollars (\$100,000.00), not later than ten (10) business days after receipt of a written request from City, Company shall, deposit via electronic funds transfer into the Review Cost Escrow such additional sums as necessary to return the balance of the Review Cost Escrow to One Hundred Thousand and No/100 Dollars (\$100,000.00) (each an "**Additional Deposit**"); provided, however, the Company's obligation to make payments to the Review Cost Escrow shall not exceed an aggregate amount (including the Initial Deposit and all Additional Deposits) of Five Million and No/100 Dollars (\$5,000,000.00), unless the Company agrees otherwise.

(d) Company shall provide written notice to City when Completion of Construction of the Initial Improvements has occurred ("**Initial Improvements Completion Notice**"). City agrees not later than fifteen (15) business days after receipt of the Initial Improvements Completion Notice to refund to Company any funds remaining in the Review Cost Escrow after all reasonable Development Review Costs have been fully paid.

3.3 City Accounting. Upon written request from Company, but in no case more often than once each sixty (60) days during the Term, City agrees to provide a written account of the funds spent from the Review Cost Escrow. Company shall have the right to examine the invoices and receipts supporting the expenditures made by City. Company shall have the right to make

objections to the City's written account of the funds spent from the Review Cost Escrow within 180 days after receiving the City's written account that identifies the applicable expenditure. City will provide reasonable back-up documentation as requested in connection with Company's review of any account of the funds spent from the Review Cost Escrow. If Company objects to any City cost paid from the Review Cost Escrow within the time period set forth above, the Parties shall attempt to resolve the dispute within a reasonable period of time.

3.4 Non-Payment; Suspension of Development Review Services. In the event Company breaches any of the terms and conditions of this Agreement, including the failure to timely make the Initial Deposit or any Additional Deposit as may be required herein, and such breach continues for more than thirty (30) days after written notice of such breach from City to Company, City shall have the right to suspend the performance of the Development Review Services including, but not limited to, performing any building inspections, construction plan review, site plan review, plat reviews, and related development services including the suspension of any active permits or approvals for the Land or the Improvements, as the case may be, until the Initial Deposit or applicable Additional Deposit has been paid. City's suspension of performance of Development Review Services pursuant to this Section shall not constitute a default of this Agreement or the Development Agreement. Furthermore, in the event of such breach beyond the notice and cure period above, the deadlines set forth in Sections 7.01, 7.02, 8.01, and 8.02 of the Development Agreement shall be extended by one (1) day for each day after the end of such cure period that Company fails to make the Initial Deposit or any Additional Deposit.

3.5 Termination and Repayment. If City breaches any of the terms and conditions of this Agreement or the Development Agreement, Company may, after providing written notice to City and an opportunity to cure within sixty (60) days after City's receipt of such notice, terminate this Agreement, in which case City shall immediately refund to Company all amounts then on deposit in the Review Cost Escrow that are not contractually obligated to be paid by City, as of the date of such termination. Nothing in this Section limits or restricts any other rights and/or remedies of Company at law or in equity.

Article IV

Repayment of City Development Costs

4.1 Failure to Meet Conditions Precedent. The Parties understand, acknowledge, and agree that, in order for City to be able to satisfy in a timely manner City's obligations pursuant to Article VII and Article VIII of the Development Agreement to complete construction of the public water and wastewater facilities in order for such facilities to be available to and used by Company in association with the Initial Project, City will be required to incur City Development Costs prior to the satisfaction of all of the Conditions Precedent or the commencement of any work by Company in pursuit of development of the Initial Project. To incentivize City's agreement to incur City Development Costs prior to satisfaction of all Conditions Precedent and/or the Effective Date of the Development Agreement, Company agrees to reimburse City for all City Development Costs incurred by City in accordance with the approved budget described in Section 4.3, if Company fails to satisfy the Conditions Precedent within any deadlines set forth for them in the definition of Conditions Precedent.

4.2 Failure to Complete Improvements. If the Conditions Precedent are satisfied, the Development Agreement, County Agreement, School Incentive Agreement, Tax Abatement Agreement and Incentive Agreement have each been fully executed, and Annexation has occurred, but Company fails to cause Completion of Construction of the first 2,500,000 square feet of the Initial Improvements on or before the date that is one (1) year after the date by which such portion of the Improvements must be completed as required by Section 4.3 of the Incentive Agreement, inclusive of any extensions of said date as authorized pursuant to the Incentive Agreement, then Company agrees to reimburse City for all City Development Costs incurred by City in accordance with the approved budget described in Section 4.3.

4.3 Budget and Reimbursement Process. City shall deliver to Company a proposed budget for the City Development Costs needed to meet City's obligations under Articles VII and VIII of the Development Agreement, which shall be subject to Company's reasonable approval. City shall only incur City Development Costs in accordance with the approved budget, and shall provide to Company from time to time upon Company's request, the total amount of City Development Costs incurred to date, with reasonable back-up documentation requested by Company. City Development Costs shall include all costs within the definition thereof that City was contractually obligated to pay, and could not cancel without penalty, even after City received written notification from Company that it was not proceeding with development or Completion of Construction of the Project (or if the City could only cancel it with penalty, then the reimbursable cost will be equal to the penalty). City agrees to reasonably mitigate Company's reimbursement obligation pursuant to this Section by terminating to the extent legally and contractually possible all contracts and orders relating to City Development Costs as soon as reasonably possible after determining that Company is not proceeding with development of the Project. Company shall reimburse City for City Development Costs for which Company is liable pursuant to this Article IV not later than sixty (60) days after delivery of written demand to Company by City. Company may, before making any such payment, first request and review reasonable back-up documentation evidencing the City Development Costs.

4.4 Survival and Termination. Each of Section 4.1 and 4.2 sets forth certain actions the Company is required to take to be released from the obligation under that Section to reimburse the City for City Development Costs (for each such Section, those are the "**Release Actions**"). Company's obligation to reimburse City for City Development Costs under either Section 4.1 or Section 4.2 shall survive (including beyond any termination of this Agreement) until the Company has performed the applicable Release Actions for that Section.

Article V Miscellaneous

5.1 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 either Party without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed.

5.2 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.

5.3 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.

5.4 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

5.5 Entire Agreement. This Agreement, together with the Development Agreement and the Incentive Agreement, is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. 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.

5.6 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.

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

5.8 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 found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

5.10 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.

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

5.12 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.

5.13 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.

[Signature Page to Follow]

EXECUTED this ____ day of _____ 2021.

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

APPROVED AS TO FORM:

By: _____
Ted Hejl, City Attorney

EXECUTED this ____ day of _____ 2021.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By: _____
Name: _____
Title: _____

EXHIBIT “A”
Description of Land

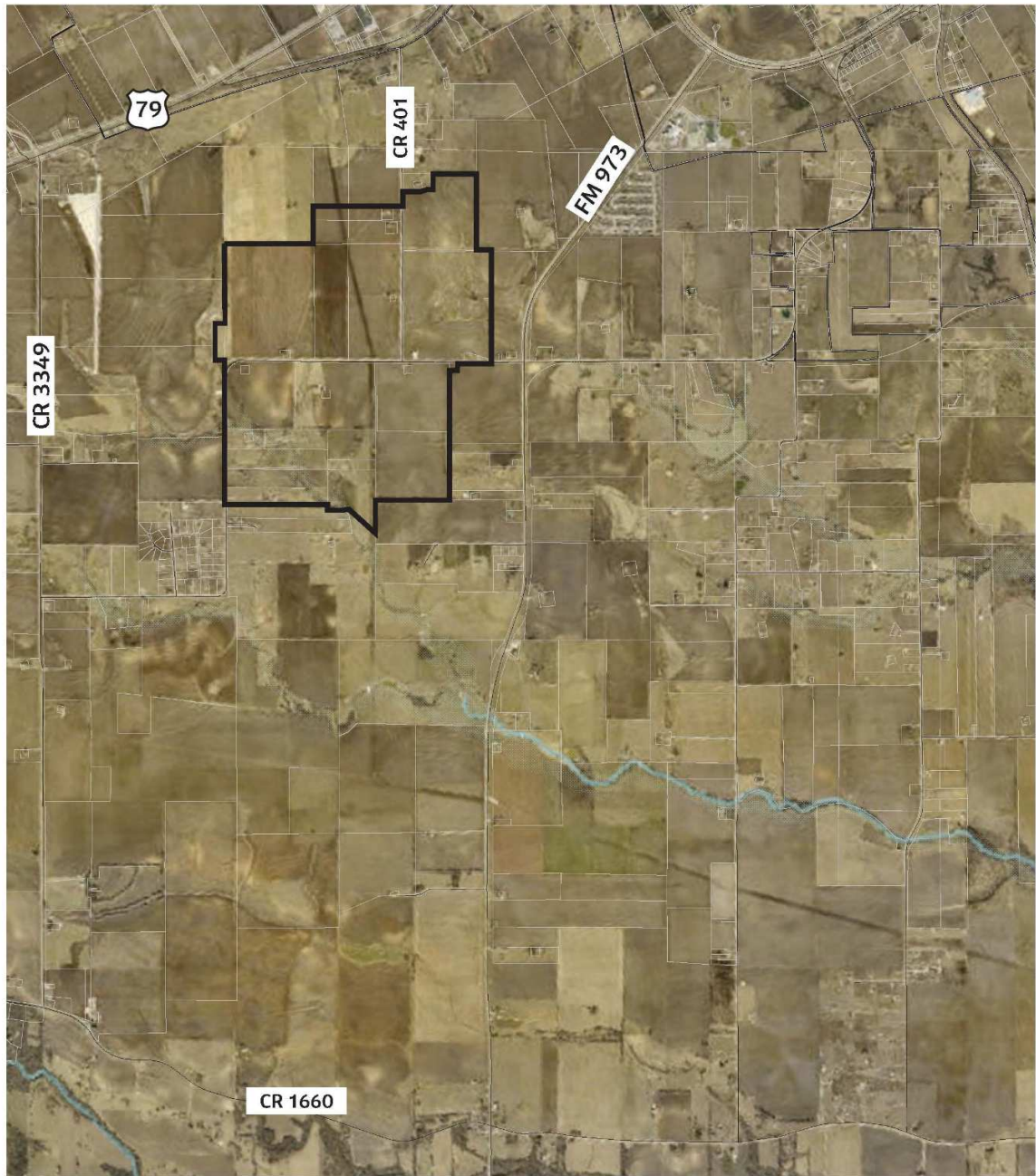
Approximately 1,187.5 acres, generally located Southwest of downtown Taylor, Texas, in an area South of State Highway 79, North of County Road 1660, East of County Road 3349, and West of Farm to Market Road 973 in the extraterritorial jurisdiction of the City of Taylor, including the properties listed 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**



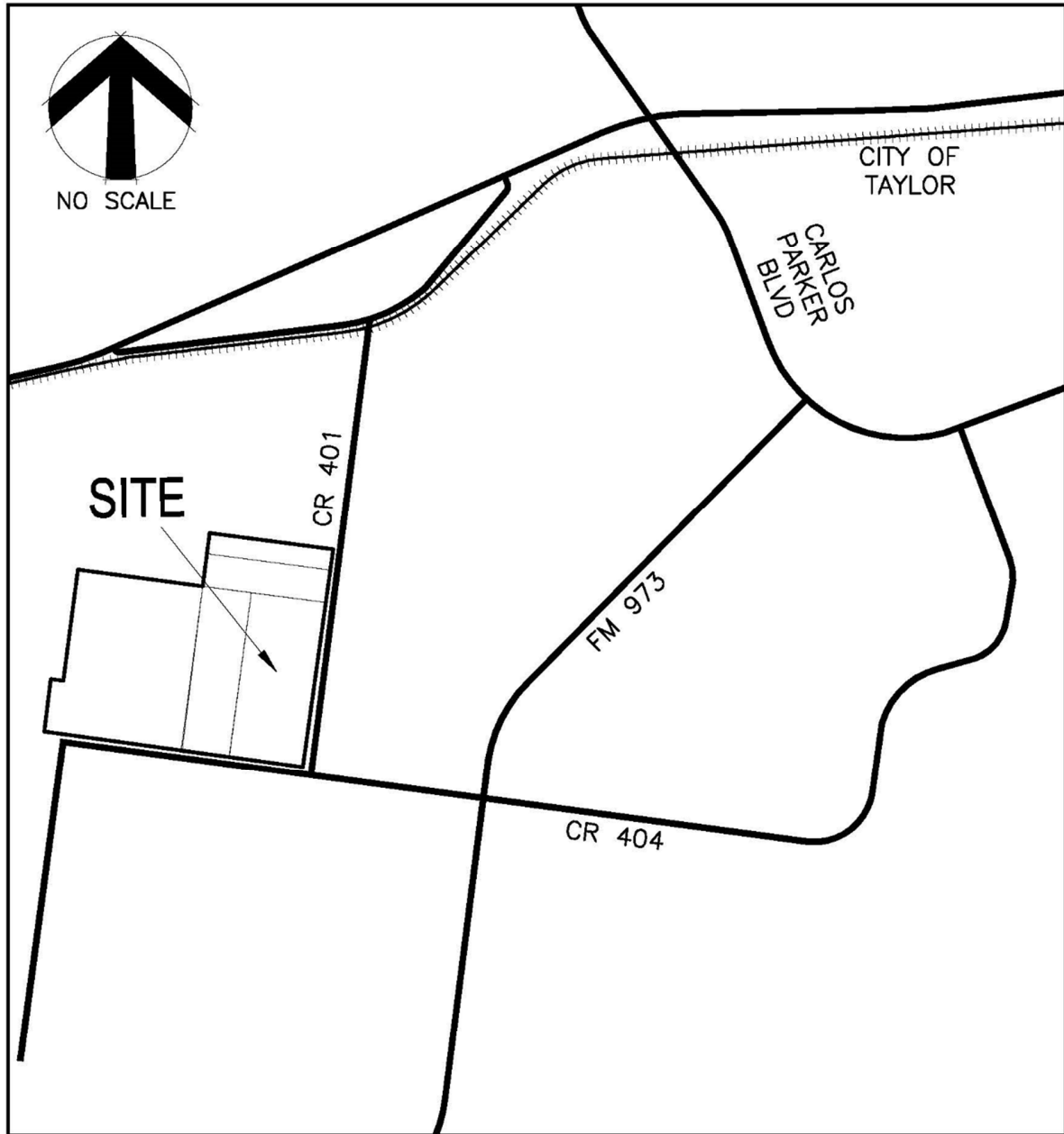
LEGEND

 ZONE BOUNDARY (The Black Line)

EXHIBIT "A"
Description of Land

PARCEL 1
(Northwestern Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19

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;

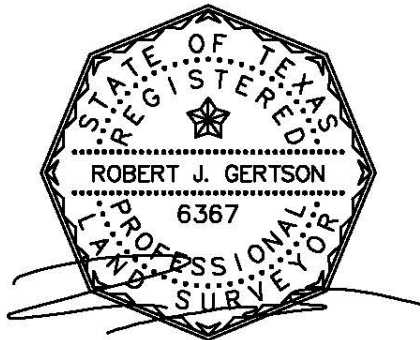
THENCE, with the eastern line of said 95.260 acre tract and also being the western right of way line of County Road 401, S 08° 05' 03" W, a distance of 3031.44 feet to the **POINT OF BEGINNING**.

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
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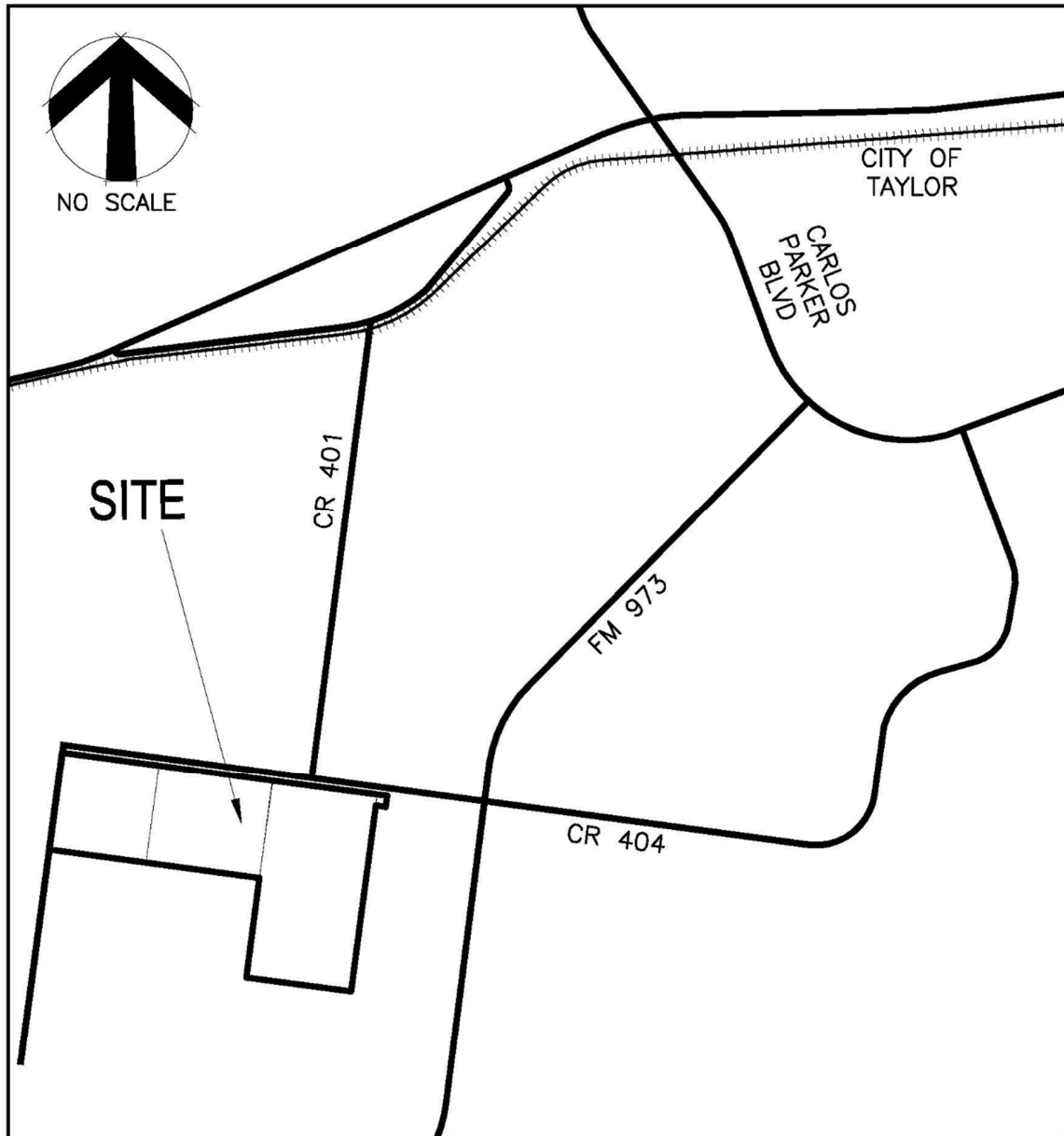


08/24/2021

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

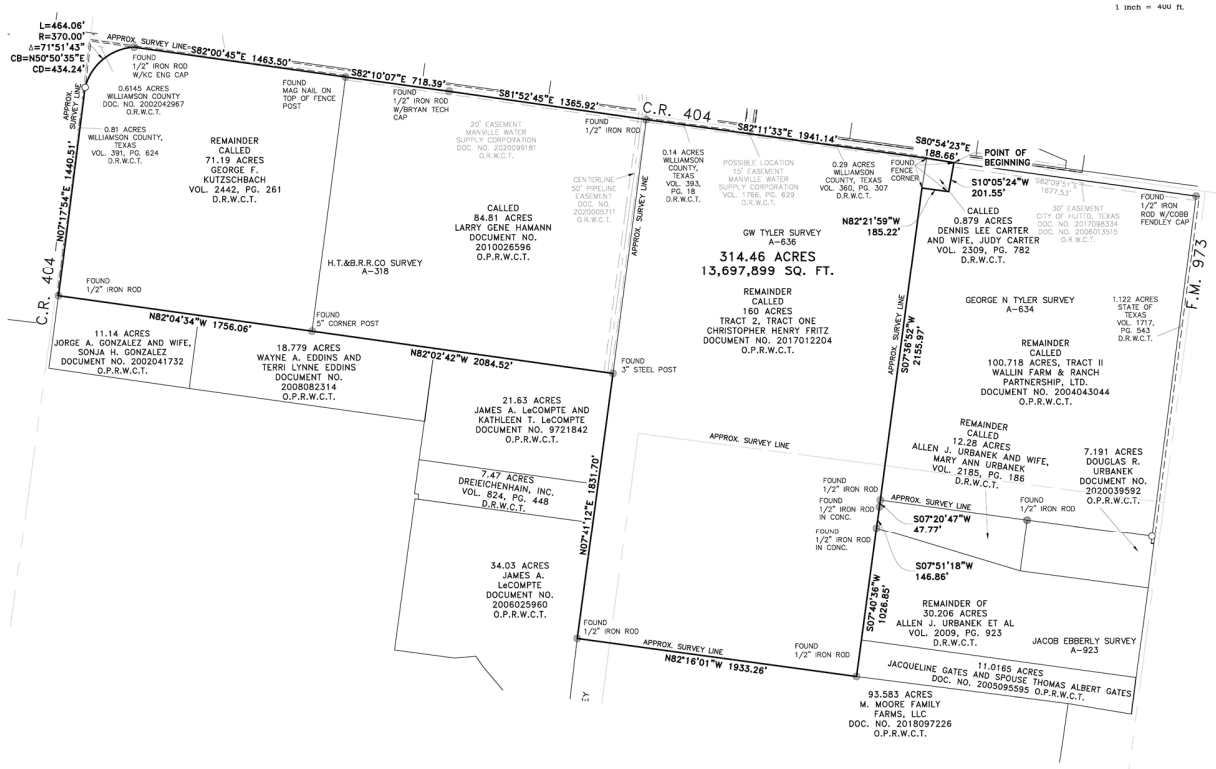


EXHIBIT "A"
Description of Land

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

EXHIBIT "A"
Description of Land

tract, conveyed to M. Moore Family Farms, LLC in Document No. 2018097226, Official Public Records of Williamson County, Texas;

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;

EXHIBIT "A"
Description of Land

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;

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.

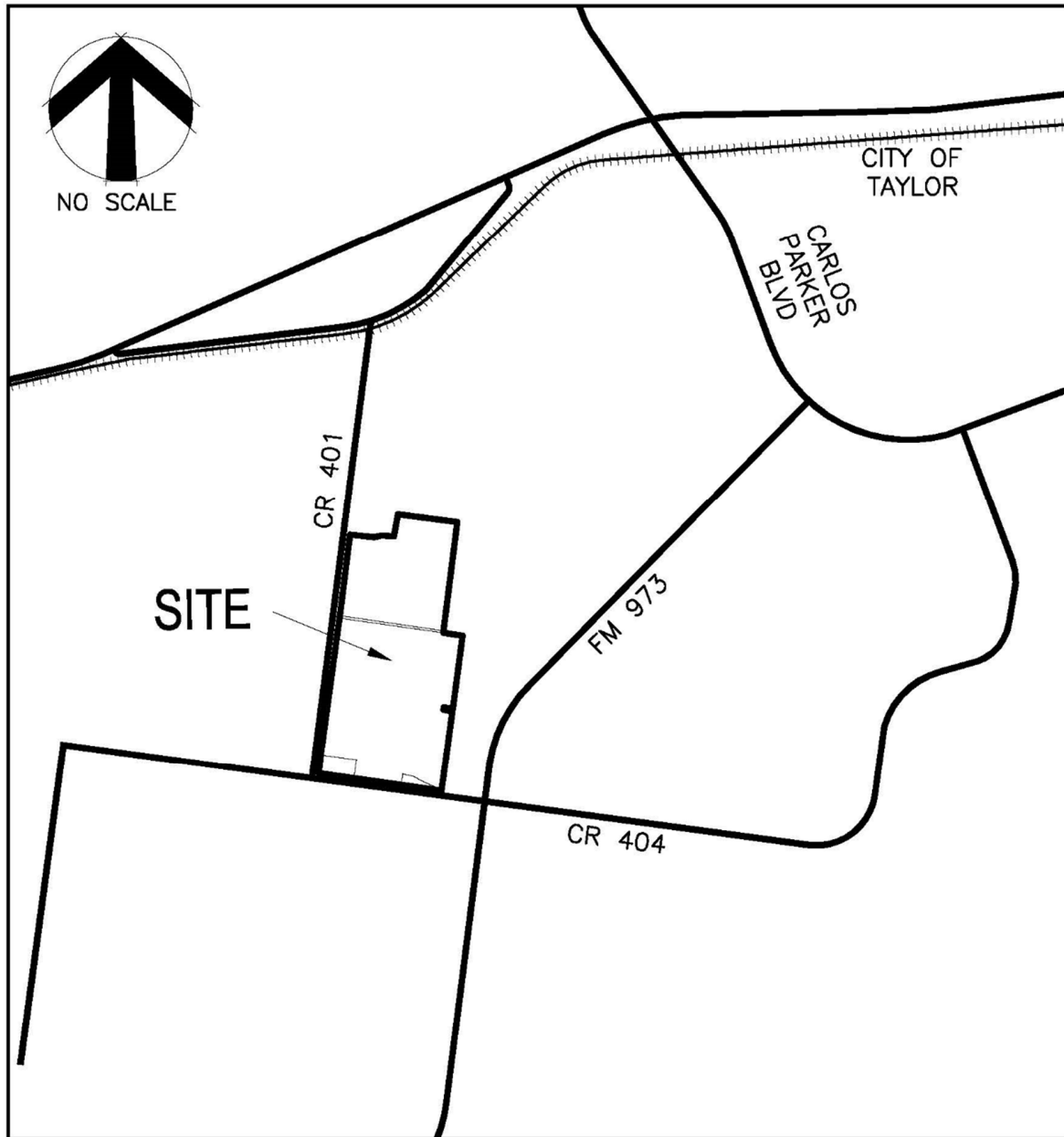
Robert J. Gertson, RPLS
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Austin, Texas 78746
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TBPE LS Firm No. 10193726



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

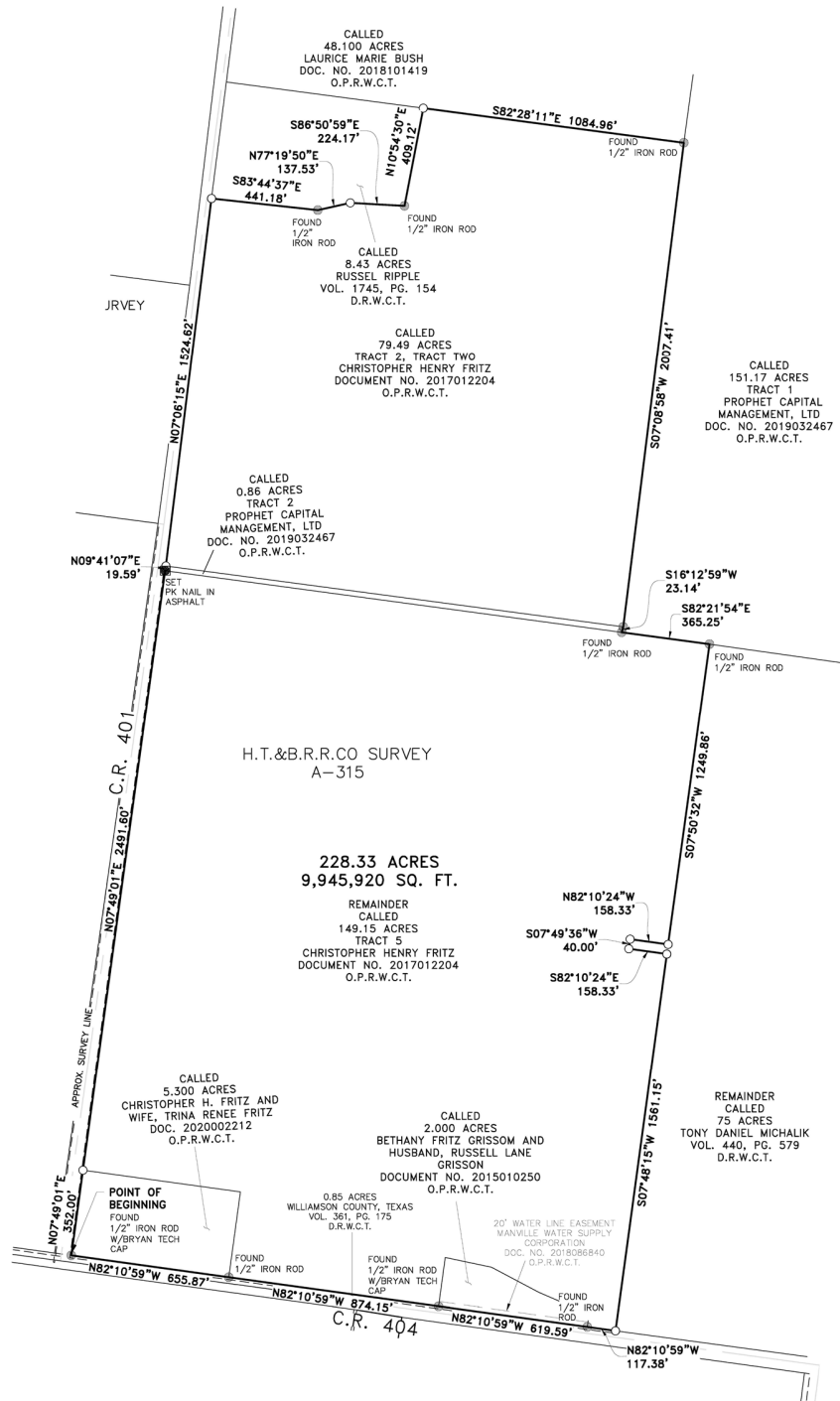


EXHIBIT "A"
Description of Land

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

EXHIBIT "A"

Description of Land

acre tract, conveyed to Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas;

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

EXHIBIT "A"
Description of Land

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
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TBPE LS Firm No. 10193726

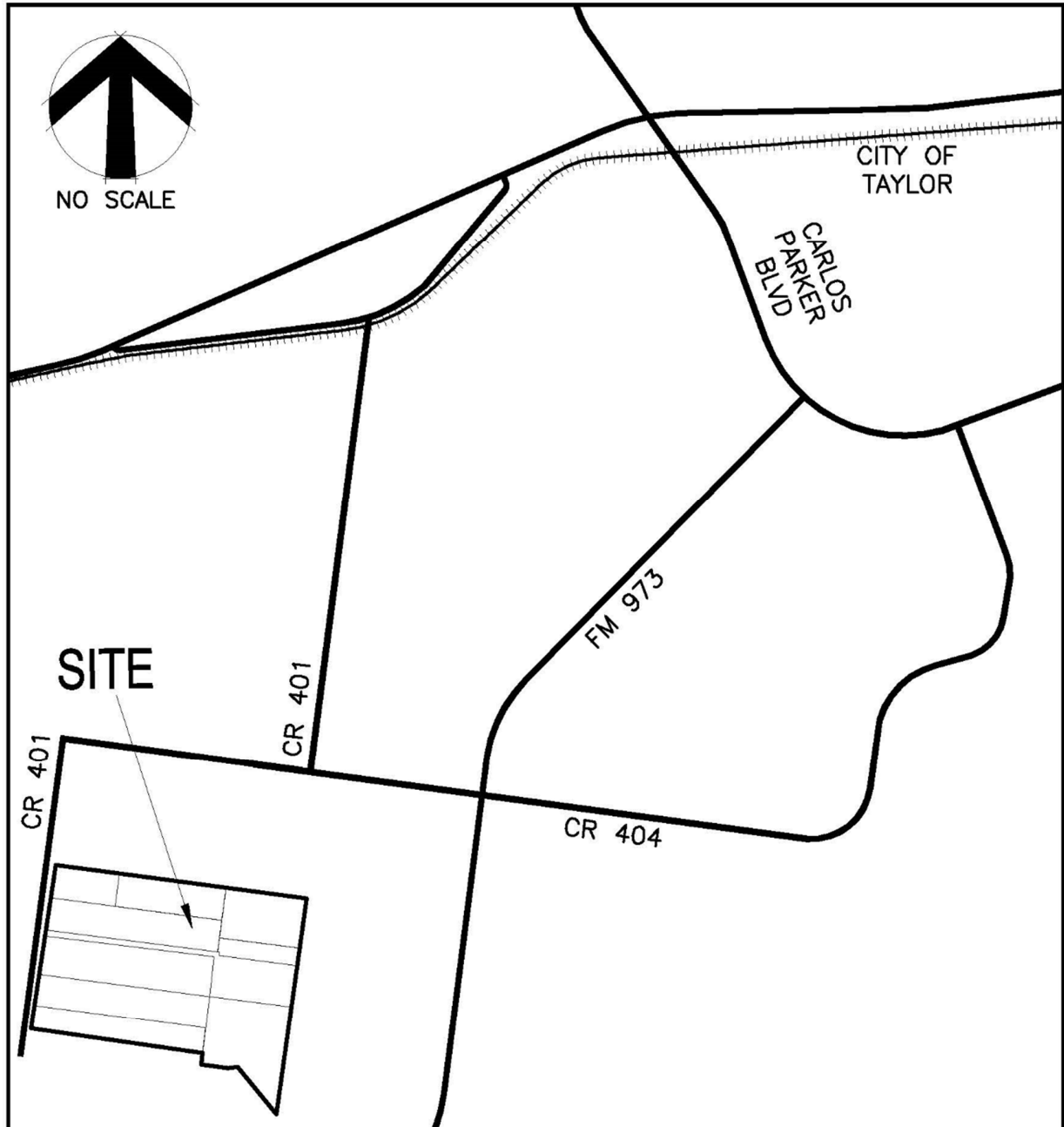


08/19/2021

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

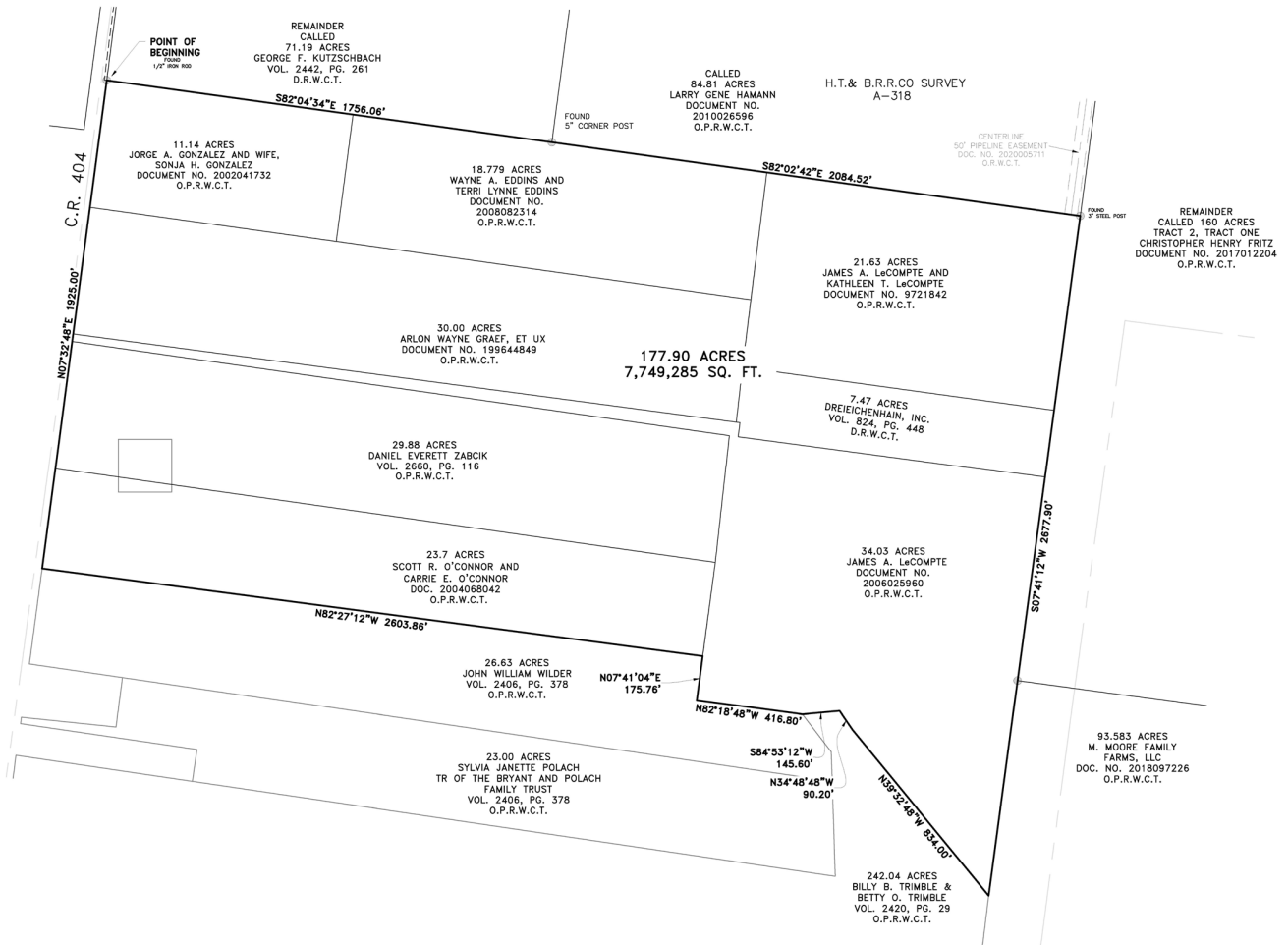


EXHIBIT "A"
Description of Land

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.

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TBPE LS Firm No. 10193726



08/26/2021

CITY OF TAYLOR, TEXAS DEVELOPMENT AGREEMENT

This **Development Agreement** (the “**Agreement**”) is entered into as of the Effective Date between the **City of Taylor**, a Texas home-rule municipality (the “**City**”), and **Samsung Austin Semiconductor, LLC**, a Delaware limited liability company (the “**Company**”), pursuant to the authority granted to the City by its powers as a home rule municipal corporation and the general laws of the State of Texas, including Section 212.172 of the Texas Local Government Code.

RECITALS

WHEREAS, the Company owns a portion of or is under contract to purchase a portion of the real property in Williamson County, Texas, and contiguous to the City’s corporate limits, as described in the depiction and descriptions included in **Exhibit A** (the “**Land**”) and is considering a significant investment on the Land; and

WHEREAS, the Company has selected the City and the Land as the location for the Project; and

WHEREAS, the Company has represented to the City that the Initial Project will include at least six million (6,000,000) square feet of new buildings to be constructed on the Land; and

WHEREAS, the City finds that the development of the Project on the Land will attract additional businesses, development, and investment in and adjacent to the City’s corporate limits, recognizes that development of the Project will likely serve as an economic stimulus to the area, resulting in significant job growth and increased tax revenue for the City, the County, and Taylor ISD, and is consistent with the policies and objectives of the City’s Comprehensive Plan, as amended from time to time; and

WHEREAS, as of the Effective Date, the vast majority of the Land is located either within the City’s extraterritorial jurisdiction or adjacent to the City’s extraterritorial jurisdiction (but outside the extraterritorial jurisdiction of any other municipality) such that the Company will have the ability to petition the City to annex such portion of the Land into the City’s extraterritorial jurisdiction; and

WHEREAS, this Agreement is entered into pursuant to § 212.172 of the Texas Local Government Code, which allows the City to enter into contracts affecting land in the City’s extraterritorial jurisdiction; and

WHEREAS, the City and the Company desire to enter into this Agreement establishing a structure for development of the Project, as well as regulations that will govern such development; and

WHEREAS, the City has authorized its Mayor to enter into this Agreement with the Company on behalf of the City in recognition of the positive economic benefits to the City through development of the Project on the Land.

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

I. INTERPRETATION, FINDINGS, AND RECITALS

1.01 Legal Representation of the Parties. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

1.02 Findings and Recitals. The facts and recitations contained in the preamble of this Agreement are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

II. DEFINITIONS

2.01 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in this Article II, or as otherwise provided herein.

“Agreement” means this Development Agreement by and among the City and the Company, including any and all exhibits attached to this Agreement, which are incorporated by reference and expressly made part of this Agreement as if copied verbatim, and inclusive of any amendments or addenda to this Agreement as may be entered between the Parties from time to time.

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

“Applicable Amendments” means amendments to the Code of Ordinances after the Effective Date relating to (i) Construction Codes, (ii) regulations to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy construction standards for public works located on public lands or easements; and (iv) construction standards for public works located on public lands or easements.

“Average Daily Water Demand” or “ADD” means the total volume of water provided to the Project, as measured by one or multiple water meters, within a calendar year divided by the number of days in the calendar year, either three-hundred sixty-five (365) or three-hundred sixty-six (366), provided that for any partial calendar year the exact number of applicable calendar days are used. ADD is expressed in MGD.

“Average Daily Wastewater Flows” or **“ADF”** means the arithmetic average of all total twenty-four (24)-hour wastewater volumes to be generated by the Project within a period of one (1) calendar month, measured in MGD.

“Business Day” means any day other than a Saturday, a Sunday, a federally observed national holiday, the Friday after Thanksgiving Day, and December 24th.

“Charter” means City’s City Charter adopted in accordance with Art. XI, Sec. 5 of the Texas Constitution.

“City Council” means the elected governing body of the City, as such term is defined in Article 7 of the City Charter.

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

“City Incentive Agreements” means one or more agreements entered between the Parties of approximate date herewith pursuant to Chapter 380 of the Texas Local Government Code and/or Chapters 311 and/or 312 of the Texas Tax Code, in which the City has agreed to provide certain economic incentives to the Company in exchange for annexation of the Land and constructing and operating the Project on the Land.

“City Manager” means the City’s city manager selected in accordance with Article 9 of the City Charter, which shall include such person as may from time to time be authorized to perform the duties of City Manager as Acting City Manager or Interim City Manager pursuant to Section 9.3 of the City Charter.

“Code of Ordinances” means the Taylor City Code (together with any uncodified ordinances, the Subdivision Ordinance and the Zoning Ordinance) as of the Effective Date and the Applicable Amendments thereto.

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

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

“County” means Williamson County, a political subdivision of the State of Texas.

“Comprehensive Plan” means the Comprehensive Plan adopted by the City Council, as amended from time to time.

“Concept Plan” means the plans required under Chapter 3.1 of the Subdivision Ordinance, and attached hereto as **Exhibit D**, and as amended from time to time.

“Construction Codes” means:

- (a) The 2021 edition of the following codes published by the International Code Congress:
 - (1) International Building Code;
 - (2) International Fire Code;
 - (3) International Mechanical Code;
 - (4) International Plumbing Code;
 - (5) International Fuel Gas Code; and
 - (6) International Energy Conservation Code, and
- (b) The 2020 Edition of the National Electrical Code as published by the National Fire Protection Association.

Notwithstanding the above to the contrary, “Construction Codes” shall mean the most recent edition of the uniform codes referenced above (if newer than the edition identified above) that are required by State law to be enforced with respect to the construction of buildings and structures within the City constructed on or after the date State law requires such uniform code(s) to be used.

“Development Review Reimbursement Agreement” means that certain agreement between the Company and the City providing the terms and conditions by which the Company agrees to reimburse (i) Development Review Costs to the City for providing Development Review Services and (ii) the City Development Costs.

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

“Development Standards” means the minimum standards governing the development and use of the Land pursuant to this Agreement as set forth in **Exhibit B**, attached hereto.

“Effective Date” means the date (i) this Agreement bears the signatures of authorized representatives of both Parties, whether on the same instrument or on duplicate counterparts and (ii) fee title to the last parcel of the Land has been conveyed to the Company.

“Epcor” means Epcor Utilities USA, Inc., a Delaware corporation, or an affiliated business entity controlled by or under common with Epcor.

“Epcor Water Agreement” means the agreement described in Section 7.08 below.

“Epcor Wastewater Agreement” means the agreement described in Section 8.09 below.

“Execution Date” means the date this Agreement bears the signatures of authorized representatives of both Parties, whether on the same instrument or on duplicate counterparts.

“Final Plat” means a final plat of the Land, or portion thereof, submitted and approved in accordance with Section 4.01(b) below and the Subdivision Ordinance, to the extent that it is not in conflict with Section 4.01(b) below.

“Fire Access Road” means the road described in Section 10.02(a) below and attached hereto as **Exhibit E**.

“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, 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 Development Period” means the period described in Section 4.01(b) below.

“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 and (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, 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).

“MGD” means “million gallons per day.”

“Parties” means, collectively, the City and the Company.

“Peak Daily Water Demand” or **“PDD”** means the maximum rate of water provided to the Project, as measured by one or multiple water meters, expressed in MGD, over the twenty-four (24)-hour period of heaviest consumption.

“Peak Daily Wastewater Flows” or **“PDF”** means the largest volume of wastewater flow generated by the Project during a continuous twenty-four (24)-hour period, measured in MGD.

“Perimeter Roadway Easements” means the easements described in Section 10.02(c) and the locations of which are generally shown in **Exhibit F**, attached hereto.

“Planning Director” means the City’s Assistant City Manager/Director of Development Services, or designee, and such other person appointed from time to time by the City Manager to manage the City’s Development Services Department and its various divisions, including, but not limited to, the Planning Division and the Building Division.

“Planning and Zoning Commission” means the Planning and Zoning Commission of the City, as provided for in Chapter 21, Article 3 of the Code of Ordinances.

“Preliminary Plat” means a preliminary plat submitted in accordance with the Subdivision Ordinance, to the extent that it is not in conflict with Section 4.01(b) below.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the City and the Company and/or any Company Affiliate, including, but not limited to, the City Incentive Agreements and the Development Services Reimbursement Agreement.

“Site Plan” means a Site Plan application submitted in accordance with Section 4.01.

“Subdivision Ordinance” means the Subdivision Ordinance of the City of Taylor, Texas, codified as Appendix C of the Code of Ordinances, as of the Effective Date, and the Applicable Amendments.

“TCEQ” means the Texas Commission on Environmental Quality or its successor agency.

“Thoroughfare Plan” means the Thoroughfare Plan included in the Code of Ordinances as of the Effective Date.

“Water Service Agreement” means the agreement described in Section 7.05 below.

“Wastewater Service Agreement” means the agreement described in Section 8.06 below.

“Zoning Ordinance” means the Zoning Ordinance of the City of Taylor, Texas, codified as Appendix B of the Code of Ordinances, as of the Effective Date and the Applicable Amendments.

III. DEVELOPMENT STANDARDS

3.01 Applicable Regulations. The Land will be developed in compliance with (a) the Development Standards, and (b) unless otherwise provided herein, the Code of Ordinances. In the event of an irreconcilable conflict between the Code of Ordinances and the Development Standards, the Development Standards shall control. Without limiting the generality of the foregoing, to the extent any state or federal regulation, rule, or statute related to air navigation (an “Air Navigation Regulation”), because of the proximity of the Land to Taylor Municipal Airport, hinders the Company’s ability to construct a building or structure on the Land to the height specifications authorized by the Development Standards, the City will use best efforts to address the issue to the reasonable satisfaction of the Company. Such efforts shall include reasonable

cooperation with the Texas Department of Transportation and the Federal Aviation Administration or other relevant agency or regulatory body. The Company shall be responsible for the preparation, submission, prosecution, and cost of any application and any studies applicable thereto to a state or federal regulator related to an Air Navigation Regulation required to be in the name of the Company or owner of the Land.

3.02 Vesting of Rights and Continuation of Use. The City acknowledges and agrees (i) the Company has vested authority to develop the Project in accordance with this Agreement, including the Development Standards, to the extent granted in Chapters 212 and 245 of Texas Local Government Code and (ii) pursuant to Texas Local Government Code § 43.002(a)(2), this Agreement is deemed to be an authorization required by law or a completed application for initial authorization for the use of the Land for development in accordance with the Development Standards such that the City may not, after annexing the Land, prohibit the Company from beginning and/or continuing to use the Land in a manner consistent with the Development Standards or this Agreement. For purposes of Chapter 245 of the Texas Local Government Code, this Agreement and the draft Concept Plan, attached hereto as **Exhibit D**, is the “first permit” in the series. Land added to the Project by the Company pursuant to Article XIII of this Agreement shall be deemed to have been part of the Land and the Project as of the Effective Date, and the City agrees that the terms of this Agreement shall fully govern and determine all aspects of the Company’s entitlements with respect to the Land.

IV. ADMINISTRATIVE APPROVAL PROCESS

4.01 Initial Project Approval Procedures. Development of the Initial Project must comply with the following approval process:

- (a) Concept Plan. The City acknowledges and agrees that it has been provided with a Concept Plan, attached hereto as **Exhibit D**, and that, prior to the Effective Date, the Company met with the City Manager or his designee to discuss the “concept” of the Initial Project, as required by Section 3.1 of the Subdivision Ordinance. The Concept Plan generally shows the original layout for the Initial Project on the Land. The Company reserves the right to amend the Concept Plan at the Company’s sole discretion, so long as it complies with the Development Standards and this Agreement; provided, however, the Company agrees to pay or reimburse the City for reasonable costs to be incurred by the City relating to changes in the design or the location of any public improvements for which the City is obligated to design and/or construct pursuant to this Agreement, including, but not limited to, costs of relocating and/or reconstructing any such public improvements for which construction has commenced and costs for acquiring any additional interests in real property necessary for such relocated improvement, that, because of the changes in the Concept Plan made by the Company pursuant to this Section 4.01(a), are reasonably necessary in order to comply with the City’s provision of water and wastewater services and access to the Land.
- (b) Platting. Pursuant to Texas Local Government Code Sections 212.004, 212.0045, and 212.172, the City exempts the Land from the filing of any Preliminary or Final

Plat application until the expiration of twelve (12) months from the Effective Date (the “**Initial Development Period**”). To the extent any recordation typically associated with the platting process in the Code of Ordinances is required, during the Initial Development Period, the City shall accept separately recordable documents during the Site Plan and Building Permit process described in Section 4.01(c), below. After the conclusion of the Initial Development Period, the applicable provisions of the Code of Ordinances and Subdivision Ordinance shall apply with respect to prosecuting, approving, and recording applications for Final Plats of the Land or portions thereof. No new Concept Plan or Preliminary Plat will be required at any point for the Initial Project as long as the Concept Plan and initial Final Plat of the Land include within their scope the entirety of the Land and no further subdivision of the Land occurs after approval of the initial Final Plat of the Land.

- (c) Site Development Plan, Building Permit, or Other Permit. For so long as the Development Review Reimbursement Agreement remains in full force and effect, each Site Development Plan, Building Permit, and any permit required for site development work (“**Other Permit**”) must conform to the Development Standards, all other terms of this Agreement, and applicable provisions of the Code of Ordinances. Not later than ten (10) business days after receipt of an application for a Site Development Plan, Building Permit, or Other Permit (each a “**Permit Application**”), the Planning Director shall determine if that Permit Application is complete and notify the Company in writing of the decision regarding completeness (a “**Completeness Notice**”). An application for a Permit Application shall be deemed complete if the Planning Director fails to deliver to the Company a Completeness Notice within such ten (10) business day period. Not later than ten (10) business days after issuance of the Completeness Notice, the Planning Director shall determine if a Permit Application conforms to the Development Standards and are consistent with all terms of this Agreement and relevant provisions of the Code of Ordinances. If the Planning Director determines that a Permit Application conforms to the Development Standards, this Agreement, and relevant provisions of the Code of Ordinances, the Permit Application must be approved by the Planning Director. An application for a Permit Application shall be deemed as conforming to the Development Standards and consistent with all terms of this Agreement and relevant provisions of the Code of Ordinances if the Planning Director fails to respond within such ten (10) business day period. If the Planning Director determines that a Permit Application does not conform to the Development Standards, is inconsistent with the terms of this Agreement, or does not comply with a relevant provision of the Code of Ordinances, the Planning Director will deliver written notice to the Company representative identified on the Permit Application as the person or entity to whom replies regarding the Permit Application are to be sent, specifying each item that does not conform (each a “**Noncompliance Notice**”). The Planning Director shall consider the Company’s resubmission of a Permit Application in response to a Noncompliance Notice not later than five (5) business days after receipt of the revised Permit Application. A resubmission of a Permit Application in response to a Noncompliance Notice shall

be deemed as conforming to the Development Standards and consistent with all terms of this Agreement and relevant provisions of the Code of Ordinances if the Planning Director fails to respond within such five (5) business day period. The foregoing procedures shall continue until the Permit Application fully complies with the Development Standards, this Agreement, and the relevant provisions of the Code of Ordinances and the Site Development Plan is approved or Building Permit or Other Permit is issued, as applicable. The City agrees that it will not provide further comment to the extent that any comment has previously been addressed to the City's reasonable satisfaction in a prior review; provided, however, comments on new non-conformities relating to or arising from changes made to a resubmission of a Permit Application shall not constitute comments on matters previously addressed.

- (d) Rejected Permit Application. The Company shall have the right to appeal to the City Manager any rejection of a Permit Application by the Planning Director not later than ten (10) business days after receipt of the Noncompliance Notice from the Planning Director. The decision of the Planning Director shall become final if the Company fails to appeal the Planning Director's decision before the end of said ten (10) day period. In case of an appeal to the City Manager, the decision of the City Manager shall be final.
- (e) Variances and Waivers.
 - (1) The Planning and Zoning Commission shall have authority to grant variances to the Subdivision Ordinance relating to the approval of a Final Plat to the extent authorized by Section 3.6 of the Subdivision Ordinance;
 - (2) The City's Zoning Board of Adjustment shall be authorized to grant special exceptions and variances from the Development Standards in accordance with Section 7.4 of the Zoning Ordinance. The Zoning Board of Adjustment shall hear the Company's application for a special exception or variance not later than ten (20) days after receipt of such application, whether or not it is required to call a special session;
 - (3) The Planning Director shall be authorized to approve alternative materials design, and method of construction and equipment ("AMOC") in accordance with Section 5.01(c).
- (f) Interim Work Permitted. Notwithstanding any other provision of this Agreement, the City shall allow the Company to (i) demolish building and structures, (ii) construct temporary jobsite trailers, (iii) remove abandoned utilities on the Land, and (iv) begin site preparation work, including any and all clearing, grading, and excavation for utilities and roadways on the Land before receiving any permit required by the Code of Ordinances or this Agreement.

- 4.02 Project Plan Nondisclosure; Public Information Act Requests.** Prior to their submission to the City, the Company and/or its contractors shall stamp or mark all engineering and architectural plans relating to the Project (the “**Project Plans**”) that the Company desires to withhold from public disclosure as “confidential and proprietary” in a color and font size easily readable by a person reviewing such plans. Except as otherwise required by law, the City agrees to use best efforts, and to require the City’s employees and contractors who may have possession of the Project Plans to use their best efforts, to prevent disclosure of the Project Plans to any person not otherwise to have access to or responsible for reviewing the Project Plans.

V. PRIORITIZED REVIEW

5.01 City Obligations. This Section 5.01 will only be applicable to the development and construction of the Initial Project and only for so long as the Development Review Reimbursement Agreement remains in full force and effect.

- (a) The City will ensure that the Company is given priority for all Site Development Plan, Building Plan, or any other required City permit review and approval, including any amendments thereto, and on-site inspection services in accordance with Section 4.01 and this Section 5.01. In order to facilitate the City’s review times of Permit Applications associated with this Agreement and to allow the City to more efficiently marshal and allocate resources in relation to the anticipated work load, the Company will make a reasonable effort to regularly provide the City a general schedule of when Permit Applications are expected to be delivered and the number and scope of work covered by such Permit Applications; provided, however, failure to provide such schedule is not default under this Agreement.
- (b) The City Manager will develop a unique project specific approach to the plan review and inspection of the Initial Project, to be approved by the Company, which approval shall not be unreasonably withheld or delayed, to implement the application review and approval process in Section 4.01, above, and inspection services for the Initial Project which includes the following:
 - (1) Commit dedicated plan review staff, including, but not limited to, a dedicated single point of contact, hazardous materials engineer, Building, Plumbing, Mechanical, Electrical, Structural, and all other related departments;
 - (2) Provide turn-around time for inspections of not more than two (2) business days from time receipt of request by the City.
- (c) AMOCs.
 - (1) As early as possible at the outset of the Project, the Company will meet with the Development Services Department, or successor department, and

associated partner department plan review team to identify AMOCs to be requested, including AMOCs involving any hazardous materials.

- (2) AMOCs, including AMOCs involving any hazardous materials, shall be reviewed and approved by City Staff in the context of the current Construction Codes, and the Company shall make efforts to document and request AMOCs prior to starting detailed design. The City agrees that granting of AMOCs shall not be unreasonably denied.

5.02 Development Review Reimbursement Agreement. The Company acknowledges and understands the City's ability to comply with the provisions of Section 5.01 is dependent on the City obtaining and paying for the personnel and material resources to timely perform the tasks set forth in Section 5.01 pursuant to the Development Review Reimbursement Agreement and further acknowledges and agrees that the City's obligations set forth in Section 5.01 is subject to the Company's compliance with the Development Review Reimbursement Agreement and the Development Review Reimbursement Agreement remaining in full force and effect. Any third-party reviewer shall be required to execute a nondisclosure agreement in a form reasonably acceptable to the Company.

5.03 Additional Reviews. The Company will meet with the Development Services Department, or successor department, and associated partner department plan review team as early as possible to:

- (a) Determine the phasing of the Project for review and inspections; and
- (b) Provide a hazardous materials inventory statement, including density tables.

VI. ANNUAL PERMIT

Subject to the provisions of this Article VI, the City agrees to allow the Company to complete alterations, maintenance and repairs to any already approved installation without having to pull individual building permits (the "**Annual Permit**").

6.01 Company Responsibilities. The Company shall be responsible for all work that is performed under the Annual Permit for mechanical, electrical and plumbing, and will inspect the work performed to ensure compliance with the applicable Construction Code— and associated City of Taylor local amendments. For work covered by this Section 6.01, the Company will implement an internal inspection request, complete the internal inspection, and generate an "Internal Inspection Report" within forty-eight (48) hours of task completion. Such Internal Inspection Report shall include:

- (i) Company Responsible Official
- (ii) Facility Information
- (iii) Contractor Information
- (iv) Work Order Number
- (v) Description of Work

- (vi) Justification for work under Annual Permit
- (vii) Date of installation
- (viii) Name(s) of installers
- (ix) Date of inspection
- (x) Name of inspector

Work must be performed and inspected by professionals licensed to such undertake work in accordance with State law. The completed Internal Inspection Reports shall be aggregated and submitted to the City of Taylor before the first (1st) day of the first month of each calendar quarter (January, April, July, October).

6.02 City of Taylor Responsibilities. The City's Building Official, Planning Director, or designee shall issue an Annual Permit not later than ten (10) days after receipt of application throughout the term of this Agreement. The City retains the right to periodically perform on-site inspections of work covered under this Article VI.

6.03 Annual Permit Renewal. The Company shall submit for Annual Permit renewal prior to January 1 of each year.

6.04 Scopes of Work Covered by Annual Permit. Work performed under an Annual Permit is limited to the following

6.04.1 Building work that:

- (i) Does not alter a bearing wall or other structural elements
- (ii) Does not require a change to an exit system
- (iii) Does not alter fire-resistive construction
- (iv) Is performed on or in a structure with a certificate of occupancy that is consistent with the existing occupancy
- (v) Includes core-hole penetration
- (vi) Does not alter natural gas piping or medical gas piping systems
- (vii) Does not alter hazardous production material (HPM) supply or waste piping in areas of the building not currently classified as an H occupancy
- (viii) Does not remove, relocate, replace, or install a backflow prevention device
- (ix) Does not increase the existing square footage of the facility
- (x) Otherwise complies with all other applicable provisions of this title
- (xi) Is performed by licensed contractors as required by the Plumbing Code, Electrical Code or Mechanical Code.

6.04.2 Electrical work that:

- (i) Repairs, modifies or installs equipment or branch circuits

- (ii) Does not involve sub-panels, panels, electrical service or other similar work that requires a permit in Section 80.19 of the Electrical Code
- (iii) Is performed by an electrical contractor employee with the proper license classification or a licensed master electrical employed by the facility
- (iv) Is performed consistent with Section 80.40 (Supervision) of the Electric Code.

6.04.3 Mechanical work that involves:

- (i) Replacement, modification or relocation of existing ductwork, fan coil units, VAV boxes, volume dampers, environmental make-up air systems and related equipment
- (ii) Installation and modification of existing hazardous production material (HPM) supply systems, HPM drain systems and HPM exhaust systems in H occupancy areas, as defined in the Building Code, and in exterior areas to accommodate the installation or relocation of equipment.

6.04.4 Plumbing work that involves installation, repair and replacement of fixtures, traps, shut-off valves, water distribution piping, drains, building waste piping, vent stacks and water heaters with a capacity of 100 gallons or less and a rating of 75,000 BTU or less, provided the work does not require approval of the Williamson County Health Department, the City of Taylor, or the Texas Department of Licensing and Regulation.

VII. WATER

7.01 Interim Water Delivery Schedule. The City shall deliver treated potable water to the Land in the quantities and in accordance with the timelines set forth in Table 7.1 below.

Table 7.1 Interim Water Delivery Schedule (MGD)

Year	2022	2023				2024				2025
Component	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
PDD (in MGD)	0.08	0.38	0.76	1.54	3.08	4.63	2.57	0.61	0.61	0.61
ADD (in MGD)	0.06	0.26	0.52	1.07	2.15	3.22	1.95	0.61	0.61	0.61

7.02 Long Term Water Delivery Schedule. The City shall deliver treated potable water to the Land in the quantities and in accordance with the timelines set forth in Table 7.2 below.

Table 7.2 Long Term Water Delivery Schedule (MGD)

Year	2025			2026			
Component	Q2	Q3	Q4	Q1	Q2	Q3	Q4
PDD (in MGD)	0.67	0.74	0.87	0.87	0.87	0.87	0.87
ADD (in MGD)	0.67	0.74	0.87	0.87	0.87	0.87	0.87

The quarterly water quantities delivered to the Project in 2026 shall remain valid through the term of the Agreement.

7.03 Water Quality. The water provided by the City to the Project shall comply with the water quality standards described in Title 30 Texas Administrative Code (30 TAC), Chapter 290 – PUBLIC DRINKING WATER.

7.04 Delivery Points. The City shall deliver the water quantities and qualities specified in Sections 7.01 through 7.03 at, or within a commercially reasonable distance from, the Land’s northern boundary with County Road 401. The City may propose an alternative location, which the Company may approve, at its sole and absolute discretion.

7.05 City Water Pricing. The City shall provide the water quantities and qualities specified herein at prices to be agreed upon in the Water Service Agreement.

7.06 Water Delivery and Water Line Easement. At its sole cost and expense, the City shall design, construct, and maintain water lines and offsite facilities servicing the Land so that it can meet the requirements stated in this Section. The Company shall convey at no cost to the City through dedication by plat or execution of a separate recordable instrument in a form reasonably acceptable to the Parties, one or more perpetual easements for the purposes of constructing, operating, maintaining, repairing, and replacing the water lines (the “**Water Line Easements**”) at designated locations at the Land proposed by the Company, such locations being subject to the City’s approval, which approval shall not be unreasonably withheld. The locations of the Water Line Easements and any temporary construction areas shall be based on various factors, including, but not limited to, (i) alignment of connection points to existing water lines, (ii) the proximity to the Land’s perimeter, which shall be as close as reasonably possible, and (iii) the Company’s desire to retain its privacy and protect its trade secrets. The Water Line Easements shall include licenses allowing for temporary use of a reasonable portion of the Land during construction or repair of the water line. The Water Line Easement shall contain a reverter in favor of the Company providing that if the land is used for any purpose other than constructing, operating, maintaining, repairing, and replacing a water line, the Water Line Easement shall be extinguished, and fee simple ownership of the land shall automatically revert to the Company. The Water Line Easement shall include a provision allowing the Company to relocate the Water Line Easement and the improvements located in the Water Line Easement at the Company’s reasonable discretion and cost to accommodate the construction or expansion of the Project following delivery of reasonable notice to the City.

7.07 Offsite Water Line Easements. The City shall be responsible, at the City's costs, for acquiring easements located outside of the Land (the "**Offsite Water Line Easements**") determined by the City as being necessary for the extension of the water lines required to deliver the quantities of water specified in Tables 7.1 and 7.2. The City's cost for acquiring the Offsite Water Line Easements may be factored into the establishment of water rates charged by the City to the Company pursuant to the Water Service Agreement.

7.08 Industrial Water Demands. Pursuant to a separate agreement with Epcor (the "**Epcor Water Agreement**"), the Company will be provided with its industrial water demands according to the pricing and terms of the Epcor Water Agreement.

7.09 Backup Continuation Provision. If Epcor is delayed in its provision of water to the Company at the expected demands pursuant to the Epcor Water Agreement, the City agrees to use its best efforts to continue to supply water to the Company at the necessary demand level until the Epcor failure is remedied.

7.10 Water CCN Transfer. The Company agrees to provide a request for service and inclusion into the City's Water Certificate of Convenience and Necessity ("**Water CCN**"). To the extent necessary, the City shall submit to the Manville Water Supply Corporation and/or the Jonah Water Special Utility District a request for a transfer agreement resulting in the transfer to the City's Water CCN of those portions of the CCN for water service held by the Manville Water Supply Corporation and/or the Jonah Water Special Utility District within the Land such that the provisions of this Agreement may be realized. If the Company elects to petition for disannexation from the foregoing water CCN's, to the extent such petition(s) is/are granted, the City shall not be required submit any request for a transfer agreement. The City shall also submit any required applications to the Public Utility Commission of Texas ("**PUC**") and use its best efforts such that all required permits are issued to, and CCN's or portions thereof transferred to, the City so that the water delivery schedules provided herein can be achieved.

7.11 Drought Regulations. To the extent drought requirements are imposed on the City by the Brazos River Authority ("**BRA**") and specified in the Region G Regional Water Plan, the City will use best efforts to limit their impact on the Project.

7.12 Water Customer Obligation. Notwithstanding any other provision of this Agreement, the Company is obligated to use eighty (80%) of the Average Daily Flow per quarter. To the extent this minimum usage obligation is not met, the City may charge, and the Company agrees to pay the City for the rates required in the Water Service Agreement.

7.13 Compliance Deadlines; Extension. The City acknowledges and agrees that the City is required to comply with the deadlines of Tables 7.1 and 7.2 by the first day of each referenced Quarter. The Company acknowledges and agrees that in order for the City to comply with the foregoing deadlines, the Company shall be obligated from and after the Execution Date to reimburse the City for City Development Costs to the extent required by the Development Review Reimbursement Agreement. The Parties further acknowledge and agree that the Company will only have liability for City Development Cost to the extent provided in the Development Review Reimbursement Agreement.

7.14 Delays Based on Execution Date or Notice to Proceed. Notwithstanding anything to the contrary herein, the delivery deadlines set forth in Tables 7.1 and 7.2 shall be extended by one (1) day for each day between September 8, 2021 and the date the Company delivers to the City a written notice to proceed to commence the work reasonable and necessary to design and construct the facilities required for City to provide the quantities and quality of water set forth in this Article VII. The Parties shall reasonably cooperate to minimize or eliminate any such delay.

VIII. WASTEWATER

8.01 Interim Wastewater Capacity Delivery Schedule. The City agrees to deliver wastewater capacity to the Land in the quantities and within the time set forth in Table 8.1 below.

Table 8.1 Interim Wastewater Capacity Delivery Schedule (MGD)

Year	2022	2023				2024				2025
Component	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
PDF (in MGD)	0.02	0.27	0.54	1.13	2.26	3.39	0.82	0.82	0.68	0.68
ADF (in MGD)	0.01	0.24	0.48	0.98	1.97	2.95	0.31	0.31	0.26	0.26

8.02 Long Term Wastewater Capacity Delivery Schedule. The City shall deliver wastewater capacity to the Land in the time and quantities as set forth in Table 8.2 below.

Table 8.2 Long Term Wastewater Capacity Delivery Schedule (MGD)

Year	2025			2026			
Component	Q2	Q3	Q4	Q1	Q2	Q3	Q4
PDF (in MGD)	0.89	0.97	0.98	0.98	1.17	1.17	0.98
ADF (in MGD)	0.35	0.38	0.37	0.37	0.45	0.45	0.37

The quarterly wastewater capacities delivered to the Project in 2026 shall remain valid through the term of the Agreement.

8.03 Wastewater Quality. The City agrees to accept only industrial effluent included in the Interim Wastewater Capacity delivered under Table 8.1 and Long Term Wastewater Capacity delivered under Table 8.2 that complies with the standards set forth in the Code of Ordinances, Chapter 29 Art. III, Division 2 and subject to a concentration of Ammonia/TKN not exceeding 50 mg/l, Hydrogen Peroxide (H₂O₂) not exceeding 30 mg/l, Chloride not exceeding 200 mg/l, Sulfate not exceeding 150 mg/l, Total Dissolved Solids not exceeding 800 mg/l, a maximum temperature of 91 degrees Fahrenheit, and a pH in the range of 6.5 to 9.0. The City agrees to accept non-industrial wastewater that meets existing City standards for wastewater effluent without any pretreatment from the Company. Notwithstanding the foregoing, the City's ability to accept industrial wastewater of any particular quality shall be subject to and limited by the standards set

forth in any permits issued by the TCEQ relating to the operation of the City's Mustang Creek Wastewater Treatment Plant.

8.04 TCEQ Permitting. The Company acknowledges that the City's ability to accept wastewater of the quantity required beginning in Q1 2024 and afterwards shall be subject to and limited by its ability to receive required TCEQ approvals, which the City will use its best efforts to obtain.

8.05 Wastewater Capacity Take Point. The City shall deliver the wastewater conveyance capacities and qualities specified in Sections 8.01 through 8.03 at a single location. The City will propose the single location, subject to the Company's approval, which shall not be unreasonably withheld or delayed, which shall take into consideration construction costs, the Company's security concerns, topography, distance from the City's Mustang Creek Wastewater Treatment Plant, and the proposed location of the Company's buildings on the Land.

8.06 Pricing. The City shall provide the wastewater quantities and qualities specified herein at prices to be agreed upon by the Parties in the "Wastewater Service Agreement". The City's costs for acquiring temporary facilities and obtaining any required permits from the TCEQ necessary to comply with the requirements of 1Q 2024 pursuant to Table 8.1 shall be shown as a rate surcharge in the Wastewater Service Agreement to be paid by the Company.

8.07 Wastewater Conveyance Easement. At its sole cost and expense, the City shall design, construct, operate, and maintain, or caused to be designed, constructed, operated, and maintained, one or more wastewater lines and offsite facilities (collectively, the "**Wastewater Lines**") servicing the Land so that the City can comply with the requirements stated in Sections 8.01 and 8.02. The Company shall convey through dedication by plat or execution of a separate recordable instrument in a form reasonably acceptable to the Parties one or more perpetual easements for the purpose of constructing, operating, maintaining, repairing, and replacing the wastewater lines (the "**Wastewater Line Easements**") at designated locations at the Land proposed by the Company, which locations shall be subject to the City's approval, which shall not be unreasonably withheld. The locations of the Wastewater Line Easements and any temporary construction areas shall be based on various factors, including, but not limited to, (i) alignment of connection points to existing sanitary sewer lines, (ii) proximity to the Land's perimeter, which shall be as close as reasonably possible, and (iii) the Company's desire to retain its privacy and protect its trade secrets. The Wastewater Line Easements shall include licenses allowing for temporary use of a reasonable portion of the Land during construction or repair of the Wastewater Lines. The Wastewater Line Easements shall contain a reverter in favor of the Company providing that if the land is used for any purpose other than constructing, operating, maintaining, repairing, and replacing the Wastewater Lines, the Wastewater Line Easement shall be extinguished, and fee simple ownership of the land shall automatically revert to the Company. The Wastewater Line Easement shall include a provision allowing the Company to relocate the Wastewater Line Easement and the improvements located in said Wastewater Line Easement at the Company's reasonable discretion and cost to accommodate the construction or expansion of the Project following delivery of reasonable notice to the City.

8.08 Offsite Easements. The City shall be responsible, at the City's sole costs, for acquiring easements located outside of the Land (the "**Offsite Sewer Line Easements**") determined by the City as being necessary for the extension of the Wastewater Lines required to deliver the wastewater conveyance specified in Tables 8.1 and 8.2. The City's cost for acquiring the Offsite Sewer Line Easements may be factored into the establishment of rates charged by the City to the Company pursuant to the Wastewater Service Agreement.

8.09 Industrial Wastewater Demands. Pursuant to a separate agreement with Epcor (the "**Epcor Wastewater Agreement**"), the Company will be provided with conveyance for its industrial wastewater demands according to the pricing and terms of the Epcor Wastewater Agreement.

8.10 Backup Continuation Provision. In the event Epcor is delayed in its provision of wastewater conveyance capacity to the Company at the expected demands, the City will agree to use its best efforts to continue to supply wastewater conveyance capacity to the Company at an ADF of 2.95 MGD until Epcor commences accepting the Company's industrial wastewater pursuant to the Epcor Wastewater Agreement.

8.11 Wastewater CCN. The Company agrees to provide a request for service and inclusion into the City's Wastewater Certificate of Convenience and Necessity ("**Wastewater CCN**"). To the extent necessary, the City shall submit a request for a transfer agreement to the holder of any wastewater CCN in which the Land is located resulting in the transfer to the City of those portions of the CCN for wastewater service held by such third parties such that the provisions of this Agreement may be realized. If the Company elects to petition for disannexation from the foregoing water CCN's, to the extent such petition(s) is/are granted, the City shall not be required submit any request for a transfer agreement. The City shall also submit any required applications to the Texas Commission on Environmental Quality ("**TCEQ**") and to use its best efforts such that all required permits are issued to, and CCN's or portions thereof transferred to, the City so that the wastewater capacity delivery schedules provided herein can be achieved.

8.12 Wastewater Customer Obligation. Notwithstanding any other provision of this Agreement, the Company is obligated to use eighty (80%) of the Average Daily Flow per quarter. To the extent this minimum usage obligation is not met, the City may charge, and the Company agrees to pay the City for the rates required in the Wastewater Service Agreement.

8.13 Compliance Deadlines; Extension. The City acknowledges and agrees that the City is required to comply with the deadlines of Tables 8.1 and 8.2 by the first day of each referenced Quarter. The Company acknowledges and agrees that in order for the City to comply with the foregoing deadlines, the Company shall be obligated from and after the Execution Date to reimburse the City for City Development Costs to the extent required by the Development Review Reimbursement Agreement. The Parties further acknowledge and agree that the Company will only have liability for City Development Cost to the extent provided in the Development Review Reimbursement Agreement.

8.14 Delays Based on Execution Date or Notice to Proceed. Notwithstanding anything to the contrary herein, the delivery deadlines set forth in Tables 8.1 and 8.2 shall be extended by one (1)

day for each day between September 8, 2021 and the date the Company delivers to the City a written notice to proceed to commence the work reasonable and necessary to design and construct the facilities required for City to provide the quantities and quality of water set forth in this Article VIII. The Parties agree to reasonably cooperate to minimize or eliminate any such delay.

IX. ENERGY

The Parties acknowledge the City does not own or operate an electric or natural gas utility and that the Company shall be responsible for obtaining its electric energy and natural gas needs through agreements with third party providers.

X. TRANSPORTATION

10.01 Roads. The Parties acknowledge that the Company has or intends to negotiate an agreement with the County regarding, among other things, providing roadway access to the Land.

10.02 Traffic and Roadway Impacts. Notwithstanding anything to the contrary in the Code of Ordinances, the Company's sole responsibility with respect to traffic improvements and mitigation, and the only requirements applicable to applications for the Project with respect to traffic improvements and mitigation, shall be as set forth in this Section 10.02 and the Development Standards.

(a) Fire Access Road. Not later than the earlier of the fifth (5th) anniversary of the Effective Date and the date such access is otherwise required by law, the City, at the City's sole cost and expense, shall design, construct, and maintain a road to the Land at the general location shown on **Exhibit E** ("Fire Access Road"), attached hereto, that qualifies under applicable standards as a secondary fire access. The Company will be solely responsible for constructing all fire lanes or any extension into the Land of the Fire Access Road on the interior of the Land as required to comply with the City's Fire Code or other applicable provisions of the Code of Ordinances. The City shall not be required to construct the Fire Access Road if by the date that completion of the Fire Access Road would otherwise be required, other public or private access to the Land that complies with the City's requirements for a secondary fire access to the Land has already been constructed.

(b) Thoroughfare Plan Amendment. The City agrees to amend the Thoroughfare Plan and Thoroughfare Plan map to remove and/or modify the location of public roads shown on the Thoroughfare Plan and Thoroughfare Plan map such that they are not routed through the Land.

(c) Perimeter Roadway Easements. The Company shall convey to the City, at no cost to the City, one or more public street and general utility easements to be dedicated and used for the purposes of constructing, operating, maintaining, and repairing, public streets and utilities around the perimeter of the Land (the "Perimeter Roadway Easements"), at locations generally designated in **Exhibit F**, the exact locations and widths to be determined by the City at the time of actual design for the public streets and related improvements to be constructed within the Perimeter Roadway Easements, such locations and widths to be subject to the Company's approval, which shall not be unreasonably withheld or delayed; provided, however, the width of the Perimeter Road

Easements to be conveyed by the Company shall not be required to exceed the lesser of (i) one-half of the right of way required to construct the full width of the roadway based on the City's classification of the road (e.g. collector, arterial, etc.) to be constructed at the location of such easement, and (ii) sixty-five feet (65.0'). The Perimeter Roadway Easements will include licenses allowing for temporary use of the Land during the construction of such perimeter roadways, and such easements shall be subject to pre-existing access easements as long as such pre-existing access easements do not impede the use of the Perimeter Roadway Easements for their intended purpose and such pre-existing access easements expire upon the construction of the public streets within the Perimeter Roadway Easements. The locations of the Perimeter Roadway Easements and temporary construction areas shall be based on various factors, including but not limited to (i) transportation industry standards, and (ii) the Company's desire to retain its privacy and protect its trade secrets for operations located on the Land. The Perimeter Roadway Easements granted to the City shall contain a reverter in favor of the Company providing that if the easement is used for any purpose other than the purpose for which the Perimeter Roadway Easements are granted, the Perimeter Roadway Easements shall be extinguished and fee simple ownership of the land shall automatically revert the Company. The Perimeter Roadway Easement shall include a provision allowing the Company at the Company's cost and upon reasonable notice to the City, to relocate the Perimeter Roadway Easement and the improvements constructed within the Perimeter Roadway Easement to accommodate the construction or expansion of the Project. The Perimeter Roadway Easements, Water Line Easements, and Wastewater Line Easements may overlap.

(d) County Easements. To the extent the City becomes a successor in interest to any County street deed, roadway easement, or public utility easement of any kind on the Land, the City agrees to abandon or release the City's interest in such property and, to the extent necessary or desired, allow the County to continue its work to relocate such infrastructure. The Company acknowledges and agrees that the City shall have no obligation to remove and/or relocate any roadway, drainage, or utility improvements located within any easement described in the prior sentence.

(e) TIA. The Company shall not be required by the City during the Initial Project (i) to conduct any traffic study or impact analysis, (ii) to construct any public roadways, or (iii) to contribute monies in connection with any roadways except as expressly provided herein. The Company and City acknowledge and agree that, following the completion of the Initial Project, any future major phases of development, including additional manufacturing plants, may require a traffic study and/or impact analysis. In such event, the City agrees to meet with the Company and the County to reach a collective solution for any future traffic improvements, but nothing herein shall be deemed to obligate the City to construct or pay for any additional traffic improvements.

XI. DRAINAGE/STORMWATER MANAGEMENT

The Company is required to develop the Land in a manner that detains and/or retains on the Land developed surface water in accordance with the City's Drainage Criteria Manual.

XII. FLOODPLAIN.

The Company will comply with requirements of the Code of Ordinances, if the Company elects to develop any portion of the Land that is located within a designated floodplain as shown on the most recent Flood Insurance Rate Map encompassing the Land.

XIII. ANNEXATION

13.01 Annexation. Not later than ninety (90) days after the Effective Date, the Company will file with the City a Voluntary Petition and Municipal Services Agreement substantially in the form attached hereto as **Exhibit C** requesting annexation of the portion of the Land within the City's extraterritorial jurisdiction ("**ETJ**") into the City's corporate limits. The application shall be heard at the next regularly scheduled meeting of the City Council at which it is possible to meet the public notice and meeting requirements; provided, however, such petition shall not be heard earlier than the meeting at which the City Council will consider the Initial Zoning as provided in Section 13.02, below. To the extent that a portion of the Land is outside of the City's ETJ on the Effective Date, the Company will first petition for that portion of the Land to be added to the City's ETJ. Upon any portion of the Land initially located outside of the City's ETJ being added to the City's ETJ before the Voluntary Petition and Municipal Services Agreement is filed, the Company shall file with the City an updated voluntary petition for annexation to incorporate such additional portions of the Land.

13.02 Zoning. Concurrently with filing the Annexation Petition with the City, the Company shall submit to the City an application for the initial zoning of the Land (the "**Initial Zoning**"). The application for the Initial Zoning shall request the establishment of a Planned Development (PD) Zoning District with development and use regulations substantially the same as those set forth in the Development Standards. The application shall be heard at the next regularly scheduled Planning and Zoning Commission meeting at which it is possible to meet public notice and meeting requirements, and the City shall use its best efforts to process the application for the Initial Zoning, including conducting all legally required public hearings, pursuant to a schedule that results in the approval of the ordinance annexing the Land pursuant to the Annexation Petition concurrently with the ordinance adopting the Initial Zoning and so that the application will be heard. The City, by virtue of approval of this Agreement, inclusive of the Development Standards, represents it intends to approve an ordinance for the Initial Zoning consistent with the Development Standards; provided, however, nothing in this Agreement shall be construed as contractually obligating the City to adopt the Initial Zoning or any specific zoning regulations relating to the development and use of the Land. Notwithstanding the contents of the ordinance adopting the Initial Zoning, the City acknowledges and agrees that this Agreement and the Development Standards (i) will control for purposes of establishing the uses and site development standards on the Land to the extent of any irreconcilable conflict with the Code of Ordinances, and (ii) that any and all development consistent with the Development Standards shall not be considered a nonconforming or noncomplying use or structure.

XIV. ADDITIONAL LANDS

On or before the second (2nd) anniversary of the Effective Date, the Company may, without the prior consent of the City, purchase and subject to this Agreement, and include as part of the Project, land that is not included within the Land as of the Effective Date (the “**Added Land**”), provided:

- (i) the Added Land is contiguous to the Land (including across any rights of way running through the Land);
- (ii) the Company provides written notice to the City of the addition of such property to the Project, which notice shall include:
 - (a) a surveyed boundary description of the Added Land;
 - (b) a petition for voluntary annexation of the Added Land if such Added Land has not already been annexed into the City’s corporate limits; and
 - (c) an application for the initial zoning of the Added Land if such Added Land has not already been annexed into the City’s corporate limits.

Upon annexation of the Added Land, this Agreement shall be deemed to be amended to include the Added Land as part of the Land without the necessity of execution of a formal amendment to this Agreement.

XV. WAIVER OF FEES

No impact or other fees shall be assessed by the City on the Company to the extent provided in the City Incentive Agreements; provided, however, nothing herein shall in any way modify the other provisions of this Agreement or the Related Agreements that specifically require the payment of fees.

XVI. TERM OF AGREEMENT

The term of this Agreement shall be forty-five (45) years unless the maximum permitted period of a development agreement permitted by the Texas Local Government Code Section 212.172(d) is amended to allow a longer term, in which case, the term shall be any such longer period.

XVII. ADDITIONAL PERMITS

17.01 Crossing Permits. The City will apply for required crossing permits and/or license agreements from Union Pacific Railroad to provide for crossing over or under any rail right-of-way with public streets or utilities for which the City has the obligation to construct and maintain. The Company acknowledges the City cannot guarantee any date relating to issuance of such crossing permits and/or license agreement; provided, however, the City agrees to use its best efforts to obtain such permits or license agreement in accordance with the Project development timeline.

17.02 Eminent Domain. The City's obligations in this Agreement include, where applicable, that the City acquire interests in real property, whether by agreement or by exercising its legally available powers of eminent domain. The Company acknowledges that the City's ability to acquire such real property interests is limited by legal processes which do not have fixed timelines such that a delay caused by such processes may result, which delays shall not be considered a breach or event of default so long as the City uses its best efforts to acquire such real property interests.

XVIII. MISCELLANEOUS PROVISIONS

18.01 Mutual Assistance. The City and the Company will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Land.

18.02 Default; Remedies.

(a) No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure or to commence efforts to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days or more than 180 days after written Notice of the alleged failure has been given. In addition, no Party shall be in default under this Agreement for a non-monetary default if, within the applicable cure period, the Party to whom the Notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

(b) If a Party is in default beyond any applicable notice and cure period, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

- (i) entitle the aggrieved Party to terminate this Agreement; or
- (ii) adversely affect or impair the current or future obligations of the City to provide water or sewer service or any other service to the Land or Project; or
- (iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind.

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its actual reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

18.03 Undocumented Workers. The Company certifies that, during the term of this Agreement, it does not and will not knowingly employ an undocumented worker for the construction of the Public Improvements in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay the amount of the public subsidy provided under this Agreement not later than 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. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

18.04 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.

18.05 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. A fully executed copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas within ninety (90) days after the Effective Date. The City waives immunity from suit for the purposes of adjudicating a claim for breach of the Agreement.

18.06 Assignment. Except as otherwise provided in this section, the Company may not assign all or part of its rights and obligations under this Agreement to a third party without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Company may assign (without the City's consent) all or part of its rights and obligations under this Agreement to a Company Affiliate; provided, however, no assignment by the Company shall be enforceable against the City until the Company has provided a copy of any such assignment to the City, which copy shall be provided not later than fifteen (15) days after the effective date of the assignment.

18.07 Amendment. Except as otherwise provided in this Agreement, this Agreement may only be amended by written agreement signed by all of the Parties.

18.08 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 on the day received as sent by courier or otherwise hand delivered. (each, a "**Notice**"):

If to City:

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

With a required copy to:

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

If to the Company:

Samsung Austin Semiconductor, LLC
12100 Samsung Blvd,
Austin, TX 78754
Attn.: General Counsel

With a required copy to:

Drenner Group, P.C.
200 Lee Barton Drive, Suite 100
Austin, Texas 78704
Attn.: Stephen O. Drenner

Either Party may designate a different address at any time upon written Notice to the other Parties.

18.09 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in a state court of competent jurisdiction in Williamson County, Texas.

18.10 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

18.11 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

18.12 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

18.13 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (each, an "Event of Force Majeure"). An Event of Force Majeure for the purposes of this Agreement means 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, 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 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 Epidemiological Event so long as state and federal law permit construction at the Land.

18.14 Requests for Public Information. If any person requests the City to disclose any information of a confidential, proprietary or trade secret nature relating to the 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, the City shall promptly send notice to the Company of such request. Promptly, but no longer than four (4) business days after the Company's receipt of such notice from the City, the Company shall notify the City in writing whether the Company opposes the release and desires the 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 the Company's timely cooperation, the City shall submit a request to the Texas Attorney General identifying the basis for any claimed exception; provided, however, that the City shall only be required to comply with the foregoing to the extent that the 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 the City to make an Opinion Request in the circumstance in question; and provided, however, that nothing herein shall prevent or limit the Company's right to claiming any exemption from disclosure it believes applicable directly to the Texas Attorney General. The 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.

18.15 Exhibits. The following exhibits are attached and incorporated by reference for all purposes:

- Exhibit A:** Land Descriptions
- Exhibit B:** Development Standards
- Exhibit C:** Voluntary Petition and Municipal Services Agreement
- Exhibit D:** Concept Plan
- Exhibit E:** Fire Access Road
- Exhibit F:** Perimeter Roadway Easements

18.16 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

[Execution Pages to Follow]

Executed effective the Date first above stated.

**SAMSUNG AUSTIN SEMICONDUCTOR, LLC, A
DELAWARE LIMITED LIABILITY COMPANY**

By: _____
Name: _____
Title: _____

STATE OF _____ **§**

COUNTY OF _____ **§**

Before me, the undersigned notary, on this day personally appeared _____, _____ of Samsung Austin Semiconductor, a Delaware limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

THE CITY OF TAYLOR,
a Texas home-rule municipality

By: _____
Brandt Rydell, Mayor

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Brandt Rydell, Mayor of the City of Taylor, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

Exhibit A

Property Description



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;

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,

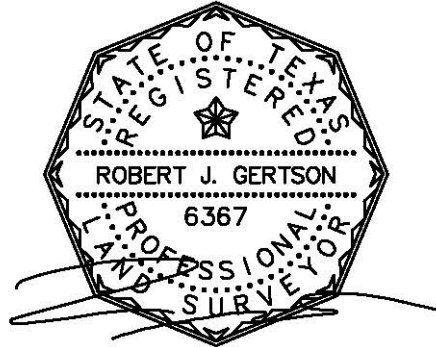
S 08° 05' 03" W, a distance of 3031.44 feet to the **POINT OF BEGINNING**.

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



08/24/2021

DESCRIPTION

A 415.04 acre (18,078,944 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 100.718 acre tract, (Tract II) conveyed to Wallin Farm & Ranch Partnership, Ltd. in Document No. 2004043044, Official Public Records of Williamson County, Texas, 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 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 the intersection point of the western right of way line of Farm to Market Road 973 (R.O.W. varies) with the southern right of way line of County Road 404 (R.O.W. varies) for the **POINT OF BEGINNING** and the northeastern corner of the herein described tract;

THENCE, with the eastern line of said remainder of 100.718 acre tract and also being the western right of way line of Farm to Market Road 973, S 07° 24' 04" W, a distance of 2352.20 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southeastern corner of said remainder of 100.718 acre tract and also being on the most northern northeastern corner of a called 7.191 acre tract, conveyed to Douglas R. Urbanek in Document No. 2020039592, Official Public Records of Williamson County, Texas, for the southeastern corner of the herein described tract;

THENCE, with the southern line of said remainder of 100.718 acre tract and also being the northern line of said 7.191 acre tract, N 82° 27' 09" W, a distance of 863.47 feet to a 1/2" iron rod found, for the northwestern corner of said 7.191 acre tract and also being the northeastern 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 the southern line of said remainder of 100.718 acre tract and also being the northern line of said remainder of 12.28 acre tract, N 82° 15' 01" W, a distance of 1016.75 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 100.718 acre tract, the northwestern corner of said remainder of 12.28 acre tract and also being on the eastern 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;

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;

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;

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 a fence corner found for the northeastern corner of said 0.879 acre tract also being an ell corner of the remainder of said 100.718 acre tract

THENCE, with the northern line of said remainder of 100.718 acre tract and also being the southern right of way line of County Road 404, S 82° 09' 51" E, a distance of 1677.53 feet to the **POINT OF BEGINNING**.

Containing 415.04 acres or 18,078,944 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



08/19/2021

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;

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;

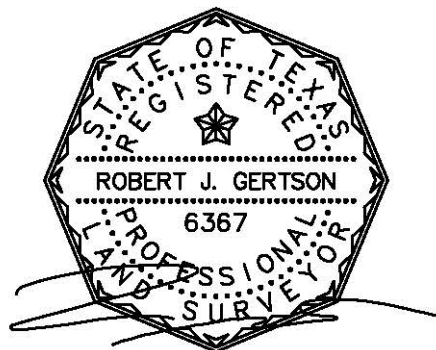
THENCE, with the southern line of said 5.300 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 655.87 feet to the **POINT OF BEGINNING**.

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

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08/19/2021

DESCRIPTION

A 148.56 acres (6,471,062 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 – Tract 2 conveyed to Dreieichenhain, Inc. in Volume 824, Page 448 Deed Records of Williamson County, Texas, all of a called 34.03 acres – Tract 1 conveyed to James A. LeCompte in Document No. 2006025960, described in Volume 536, Page 694, 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, and 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 1.82 acres – Tract 2 conveyed to James A. LeCompte in Document No. 2006025960, described in Volume 536, Page 694, 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:

1. N 39° 32' 48" W, a distance of 834.00 feet to point on the southern line of the herein described tract;
2. N 34° 48' 48" W, a distance of 90.20 feet to point on the southern line of the herein described tract;
3. 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:

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 line of said 23.7 acre tract, western line of said 29.88 acre tract, and western line of said 1.82 acre tract, N 07° 32' 48" E, a distance of 924.78 feet to the southwestern corner 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, also being a northwestern corner of said 1.82 acre tract and the herein described;

THENCE, with the southern line of said 30.00 acre tract also being the northern line of said 1.82 acre tract, S 82° 27' 14" E, a distance of 2613.60 feet to a point for the southeast corner of said 30.00 acre tract, also being a point on the northern line of said 1.82 acre tract and a point on the western line of said 7.47 acre tract and an ell corner of the herein described;

THENCE, with the eastern line of said 30.00 acre tract also being the western line of said 7.47 acre tract and said 21.63 acre tract, N 06° 48' 40" E, a distance of 479.34 feet to the northeast corner of said 30.00 acre tract, also being the southeast corner of said 18.779 acre tract and a point on the western line of said 21.63 acre tract for an ell corner of the herein described;

THENCE, with the northern line of said 30.00 acre tract also being the southern line of said 18.779 acre tract and said 11.14 acre tract, N 81° 59' 56" W, a distance of 2607.53 feet to the southwestern corner of said 11.14 acre tract, also being the northernmost corner of said 30.00 acre tract also being on the eastern line of said right of way line of County Road 404 (R.O.W. varies);

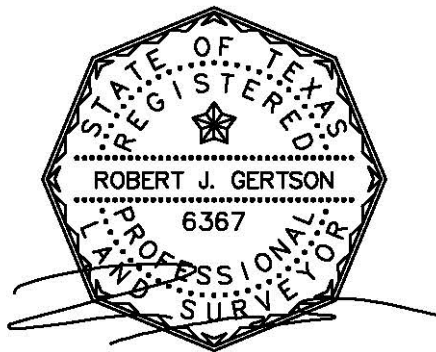
THENCE, with the eastern right of way line of County Road 404 (R.O.W. Varies) also being the western line of said 11.14 acre tract, N 07° 32' 52" E, a distance of 500.22 feet to the **POINT OF BEGINNING**.

Containing 148.56 acres or 6,471,062 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.

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09/02/2021

DESCRIPTION

A 53.39 ACRE (2,325,666 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE JACOB EBBERLY SURVEY, ABSTRACT 923, WILLIAMSON COUNTY, TEXAS, AND BEING ALL 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, ALL OF A CALLED 7.191 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK IN DOCUMENT NO. 2020039592, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL 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 AND ALL 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, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND, FOR THE NORTHWESTERN CORNER OF SAID REMAINDER OF 12.28 ACRE TRACT, THE SOUTHWESTERN 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 EASTERN 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 POINT OF BEGINNING AND THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID REMAINDER OF 12.28 ACRE TRACT ALSO BEING THE SOUTHERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT, S 82° 15' 01" E, A DISTANCE OF 1016.75 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEASTERN CORNER OF SAID REMAINDER OF 12.28 ACRE TRACT ALSO BEING THE NORTHWESTERN CORNER OF SAID 7.191 ACRE TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID 7.191 ACRE TRACT ALSO BEING THE SOUTHERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT, S 82° 27' 09" E, A DISTANCE OF 863.47 FEET TO A POINT FOR THE MOST NORTHERN NORTHEASTERN CORNER OF SAID 7.191 ACRE TRACT, THE SOUTHEASTERN 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 (R.O.W. VARIES), FOR THE NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 7.191 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973 THE FOLLOWING THREE COURSES AND DISTANCES:

S 06° 35' 52" W, A DISTANCE OF 48.02 FEET TO A POINT;
S 82° 28' 24" E, A DISTANCE OF 20.02 FEET TO A POINT;
S 07° 23' 10" W, A DISTANCE OF 307.07 FEET TO THE SOUTHEASTERN CORNER OF SAID 7.191 ACRE TRACT AND THE NORTHEASTERN CORNER OF SAID REMAINDER OF 30.206 ACRE TRACT;

THENCE, WITH THE EASTERN LINE OF SAID REMAINDER OF 30.206 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, S 07° 48' 25" W, A DISTANCE OF 617.60 FEET TO THE SOUTHEASTERN CORNER OF SAID REMAINDER OF 30.206 ACRE TRACT AND THE NORTHEASTERN CORNER OF SAID 11.0165 ACRE TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, S 06° 37' 57" W, A DISTANCE OF 253.58 FEET TO THE SOUTHEASTERN CORNER OF SAID 11.0165 ACRE TRACT AND THE NORTHEASTERN CORNER OF THE REMAINDER OF A CALLED 100.43 ACRE TRACT, CONVEYED TO HOWARD E. TEICHELMAN JR. AND MARGARET TEICHELMAN IN DOCUMENT NO. 2011011311, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 11.0165 ACRE TRACT, THE NORTHERN LINE OF REMAINDER OF A CALLED 100.43 ACRE TRACT AND 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° 12' 07" W, A DISTANCE OF 1906.09 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWESTERN CORNER OF SAID 11.0165 ACRE TRACT AND THE SOUTHEASTERN CORNER OF A SAID REMAINDER OF 160 ACRE TRACT, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

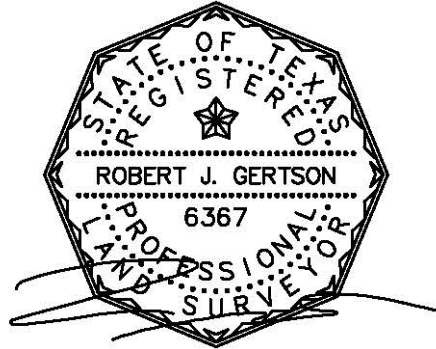
THENCE, WITH THE EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT, BEING THE WESTERN LINE OF SAID REMAINDER OF 30.206 ACRE TRACT AND ALSO BEING THE WESTERN LINE OF SAID 11.0165 ACRE TRACT, N 07° 40' 36" E, A DISTANCE OF 1026.85 FEET TO A 1/2" IRON ROD IN CONCRETE FOUND FOR THE SOUTHWESTERN CORNER OF SAID REMAINDER OF 12.28 ACRE TRACT AND ALSO BEING THE NORTHWESTERN CORNER OF THE REMAINDER OF A SAID 30.206 ACRE TRACT;

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:

N 07° 51' 18" E, A DISTANCE OF 146.86 FEET TO A 1/2" IRON ROD IN CONCRETE FOUND;
N 07° 20' 47" E, A DISTANCE OF 47.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.39 ACRES OR 2,325,666 SQUARE FEET, MORE OR LESS.

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08/19/2021

Exhibit B

Development Standards

The following minimum development standards shall apply to the Land.

I. Land Uses

A. The Land may be developed and used for the Project and the following purposes:

1. All land uses permitted within a Heavy Industrial Districts (M-2) as set forth in the Zoning Ordinance as of the Effective Date;
2. All land uses for which a specific use permit may be obtained within a Heavy Industrial Districts (M-2) as set forth in the Zoning Ordinance as of the Effective Date but not including sexually oriented businesses; provided, however, approval of a specific use permit prior to the commencement of such use shall not be required; and
3. A commissary or restaurant providing food service use to employees and guests of the owner of the Land that is not open and accessible to the general public shall be considered a permitted accessory use.
4. A residential use providing lodging for employees and guests of the owner of the Land that is not open and accessible to the general public shall be considered a permitted accessory use, provided however, that the number of such units be limited to twenty-five (25) units, each of which may accommodate a maximum of two (2) guests. The Company shall be responsible for collecting and paying state and local hotel occupancy taxes on any lodging units for which the Company charges a fee to use in accordance with applicable state law and the City's ordinances.
5. For purposes of the Zoning Ordinance, provided the Land is developed in accordance with these Development Standards, the Project shall not be considered to be a use which could potentially create a problem to the environment due to emissions, visual quality, odor, noise, hazard or similar factors such that the Project.

B. For purposes of the application of Section 3.3.3 of the Zoning Ordinance to the development and use of the Land, the Company shall be deemed to be in compliance with said Section 3.3.3 so long as the Company is in substantial compliance with applicable provisions of state and federal laws and regulations relating to air quality and emissions and the provisions of all air quality permits issued by to the Company by the TCEQ in association with operation of the Project.

II. Maximum Height

The maximum height of buildings and other structures constructed on the Land shall not exceed fifty (50) feet subject to the following:

1. The height of a building or structure may exceed 50 feet at the rate of two (2) feet for every one (1) foot that the building or structure is setback from the Perimeter Buffer (described below); and
2. In no case shall the height of any building or structure exceed two hundred and fifty (250) feet.

For the avoidance of doubt, no restriction in the Taylor Municipal Airport Height Hazard Zoning Regulations (i.e., Appendix A, Code of Ordinances) applies to the Project notwithstanding Section 14 to Appendix A, Code of Ordinances; provided, however, such exemption from the application of the Taylor Municipal Airport Height Hazard Zoning Regulations to the Project or the Land does not otherwise exempt the development and use of the Land from applicable federal or state laws and regulations.

III. Signs

One freestanding monument sign may be located at each entrance driveway into the Project, the sign area of which shall not exceed an area of sixty (60) square feet on each sign face; the height of which shall not exceed six (6) feet, and the length of which shall not exceed ten (10) feet).

IV. Site Development Regulations

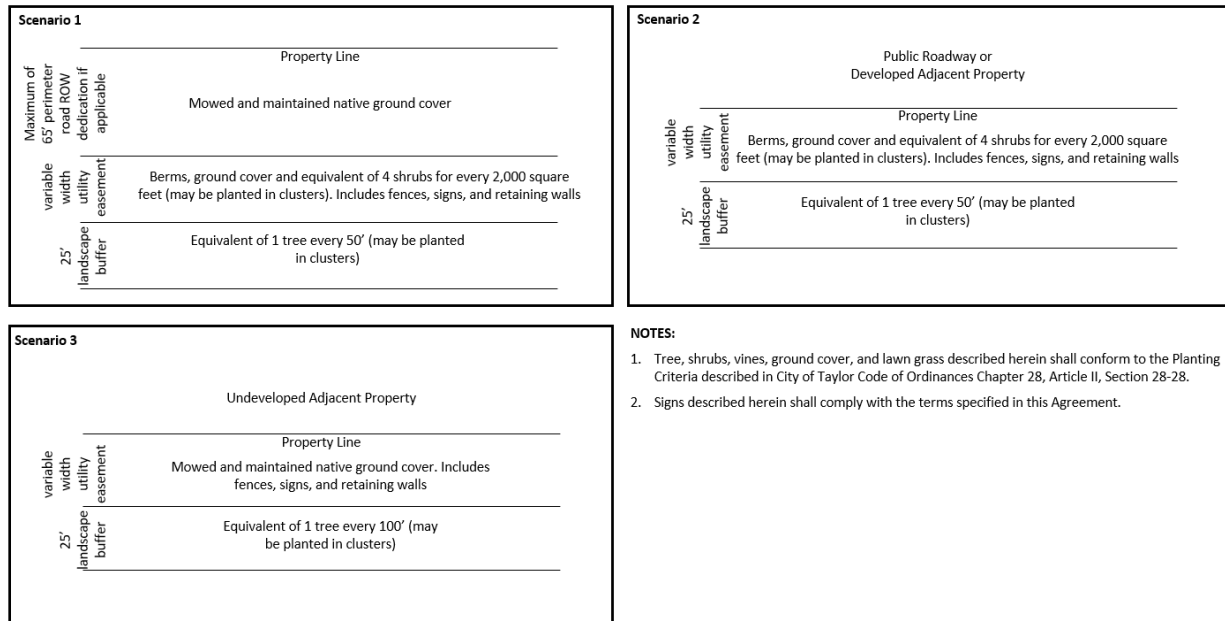
There shall be a fifty (50) foot building setback from the property line (the “**Perimeter Buffer**”). For the avoidances of doubt, the setback may overlap with any easement property. Fences and any security or utility facilities or structures may be located within the Perimeter Buffer but shall in any case be set back a sufficient distance from the edge of any roadway to prevent creating a visual obstruction to operators of vehicles or pedestrians entering or exiting the Land. This exemption includes, but is not limited to, (i) electrical substations, (ii) guard houses, (iii) security towers, (iv) hike, bike, or any nature trail or natural features.

V. Parking

- A. The only parking requirement is that the Land shall be developed with sufficient parking so that workers and visitors to the Land shall not be required to park on any street adjacent to the Land.
- B. No parking study shall be required.
- C. Truck bays and parking shall be of sufficient distance from the property lines such that no stacking or parking of commercial trucks entering the Land on the Perimeter Roadway Easements occurs.

VI. Landscaping

A perimeter landscaped buffer shall be required to be developed on the Land as depicted below and in accordance with the following:



Scenario 1

For the portions of the Land abutting the Perimeter Roadway Easements, County Road (“CR”) 401, and CR 404 as of the effective date of this Agreement, landscaping standards described in Scenario 1 shall apply.

Scenario 2

For the portions of the Land abutting Farm-to-Market Road 973 and other public roadways not described in Scenario 1, above, or the portions of the Land abutting tracts that are not located within (i) an M-1 or M-2 Zoning District or (ii) within a Planned Development Zoning District that authorizes the property to be developed and uses for purposes only authorized by right or following approval of a specific use permit with an M-1 or M-2 Zoning District, landscaping standards described in Scenario 2 shall apply. Scenario 2 landscaping standards shall not be applicable to portions of the Land located adjacent residentially or commercially zoned tracts with an existing, primary land use of agriculture or residential with a density of less than 1 unit per 10 acres.

Scenario 3

For the portions of the Land abutting undeveloped land, or land with an existing primary land use of agriculture or residential with a density of less than 1 unit per 10 acres as of the date of this Agreement, landscaping standards described in Scenario 3 shall apply.

When abutting undeveloped property, or property with an existing primary land use of agriculture or residential with a density of less than one (1) unit per ten (10) acres, is developed and/or redeveloped and zoned to a zoning district other than (i) and M-1 or M-2 Zoning District, or (ii) a Planned Development zoning district that authorizes the property to be developed and used for purposes only authorized by right or following approval of a specific use permit with an M-1 or M-2 Zoning District, Company shall have six (6) months from the earlier of the time the first Certificate of Occupancy (CO) is issued for the abutting property's development or the date that the first phase of Subdivision Improvements are accepted by the City Council to comply with the Scenario 2 landscaping standards described herein. City shall have the right, not earlier than ten (10) days after delivery of written notice to the Company, to suspend issuance of any site development permits and/or performance of any inspections associated with development of the Land until compliance with this paragraph is obtained

Notwithstanding anything in this Section VI to the contrary, (a) the Company shall have no landscaping obligation until a site development permit is approved for a portion of the Land that abuts the triggering properties described in Scenarios 1, 2, or 3; and (b) once a landscaping obligation is triggered by such a site development permit, the obligation to landscape shall only be applicable to the area abutting the triggering property.

VII. Tree Survey and Preservation

The City shall not prohibit the removal of trees on the site outside of the Perimeter Buffer. Tree survey, preservation and mitigation requirements shall apply only to trees that are nineteen inches (19") in diameter or greater measured at a height of 24-inches from the ground.

VIII. Block Length

Notwithstanding anything to the contrary in the Subdivision Ordinance, there shall be no maximum block length within the Land.

IX. Noise

The maximum allowable sound pressure level measured along each property line shall be based on the hourly Ldn measurement methodology, adjusted as follows for the zoning designation for the adjoining property:

- 1.) Commercial Zoning Sound Pressure Level – 65 DBA
- 2.) Industrial Zoning Sound Pressure Level – 70 DBA

These measurements should be made at the property line using the DNL (Ldn) measurement technology.

X. Helicopter Landing Sites

A maximum of two (2) helicopter landing sites will be allowed at the site.

XI. Impervious Cover

There shall be no impervious cover requirements on the Land.

XII. Construction Codes

As defined in Section 2.01 of this Agreement.

Exhibit C

Voluntary Petition and Municipal Services Agreement

VOLUNTARY ANNEXATION AGREED SERVICE PLAN

This **Voluntary Annexation Service Plan** (“**Service Plan**”), which is incorporated by reference as additional terms, conditions, and provisions of that certain ***Development Agreement*** between the Parties (the “**Development Agreement**”), shall constitute, and is hereby deemed to be, the written agreement between the City and the Company (as the owner of the Property) required by Section 43.0672 of the Texas Local Government Code relating to the provision of municipal services to the Property upon enactment by the City of an ordinance annexing the Property into the City’s corporate limits in response to the Company’s voluntary petition requesting annexation (“**the Petition**”) delivered to the City pursuant to Section 43.0671 of the Texas Local Government Code. For purposes of this Service Plan, the Property, as described in Exhibit “A” to the Petition, shall be referred to as the “**Annexed Area**.”

The City will provide the Annexed Area with Municipal Services in compliance with the Texas Local Government Code in accordance with the following schedule:

- A. **CODE ENFORCEMENT, BUILDING INSPECTION, ETC.:** The City will provide code enforcement, building inspection services, and permit issuances to the area immediately upon annexation to the Annexed Area and in accordance with Article IV, Article V, and other applicable provisions of the Development Agreement. To the extent such services are not addressed in the Development Agreement, they shall be provided immediately upon annexation in accordance with the City’s ordinances and policies and in accordance with City budget appropriations
- B. **EMERGENCY MEDICAL SERVICES:** Emergency Medical Services will be provided to the Annexed Area by Williamson County EMS and the City’s Fire Department. Said services will be made available to the Annexed Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area and in accordance with City budget appropriations.
- C. **FIRE:** The City has a full-time career fire department under the direction of the Fire Chief, and Assistant Fire Chief to provide fire protection and paramedic-level emergency medical services. Upon the effective date of the annexation, said services will also be made available to the Annexed Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed Annexed Area in accordance with City budget appropriations.
- D. **POLICE:** The City provides municipal police protection to its businesses and residents, including routine patrols throughout the City and law enforcement services upon call. Upon the effective date of the Annexation, said services will also be made available to the Annexed Area on the same basis as they are made available to other parts of the City with

land uses and population densities similar to those reasonably contemplated or projected in the Annexed Property and in accordance with City budget appropriations.

- E. WATER AND WASTEWATER SERVICE:** Water and Wastewater Service to the Annexed Area will be provided by the City and/or third parties in accordance with Articles VI and VII of the Development Agreement.
- F. SOLID WASTE COLLECTION:** Solid Waste Collection services will be provided to the Annexed Area upon annexation in accordance with ordinances and City policies in effect at the time of annexation and within the City's budget appropriations.
- G. MAINTENANCE OF ROADS, STREET, AND STREET LIGHTING:** The City will begin maintenance of current roads and streets within the Annexed Area upon the effective date of the Annexation except for those roads and streets located within the boundaries of the Annexed Area that are to be abandoned as public roads and streets in accordance with Section 9.02 of the Development Agreement. Such streets and roads shall be maintained in their current condition and on the same basis as other areas in the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area. Any such resurfacing or upgrade shall be made in accordance with current City policies and adopted Standard Construction Details or as approved by the City Engineer. The City will coordinate any request for street lighting with electric providers in accordance with City policy.
- H. PUBLIC LIBRARY SERVICES AND OTHER PUBLICLY OWNED FACILITIES, BUILDINGS AND SERVICES:** At this time there are no public library services in the Annexed Area. Property owners and residents of the Annexed Area may use the City's existing public library and other publicly owned facilities, buildings, and services within the City on the same basis as other residents of the City upon annexation with such privileges being provided within the City budget appropriations.
- I. PARKS, PLAYGROUNDS AND OTHER PUBLIC RECREATION FACILITIES AND SERVICES:** At this time there are no parks, playgrounds, or other public recreation facilities in the Annexed Area. Property owners and residents of the Annexed Area may use the City's existing public parks, playgrounds, and other recreational facilities and services of the City on the same basis as other residents of the City upon annexation and in accordance with City budget appropriations.
- J. GENERAL MUNICIPAL ADMINISTRATION:** General municipal administration services will be available to the Annexed Area upon the effective date of the Annexation.

This Service Plan provides for full municipal services to the Annexed Area that are adequate to serve the Annexed Area on the same basis as municipal services are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area. Further, said municipal services are equal to or greater than the services and level of such services in existence in the Annexed Area immediately preceding the effective date of Annexation. This Service Plan does not constitute a right to a superior level of

services in the Annexed Area; provided, however, the Parties acknowledge the Development Agreement may, in some cases, provide for the City to provide certain services at a superior level as they relate to the development and use of the Annexed Area than otherwise applicable to other property within the City, in which case, the provisions of the Development Agreement will control. Subject to the provisions of the Development Agreement as it relates to the Annexed Area, the City retains its authority to (i) adjust programs on a city-wide basis to provide more effective services through changes in operating procedures and standards and (ii) adjust services on a city-wide basis should economic or emergency circumstances dictate.

**PETITION FOR VOLUNTARY ANNEXATION
INTO THE CITY OF TAYLOR, TEXAS**

Pursuant to the provisions of Section 43.0671 of the Local Government Code and that certain Development Agreement between the City of Taylor, Texas and Samsung Austin Semiconductor, LLC, dated August __, 2021, Samsung Austin Semiconductor, LLC, as the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), hereby requests the Property be annexed into the corporate limits of the City of Taylor, Texas.

EXECUTED on this ____ day of _____ 2021.

**SAMSUNG AUSTIN SEMICONDUCTOR,
LLC, a Delaware Limited Liability Company**

By:
Its:

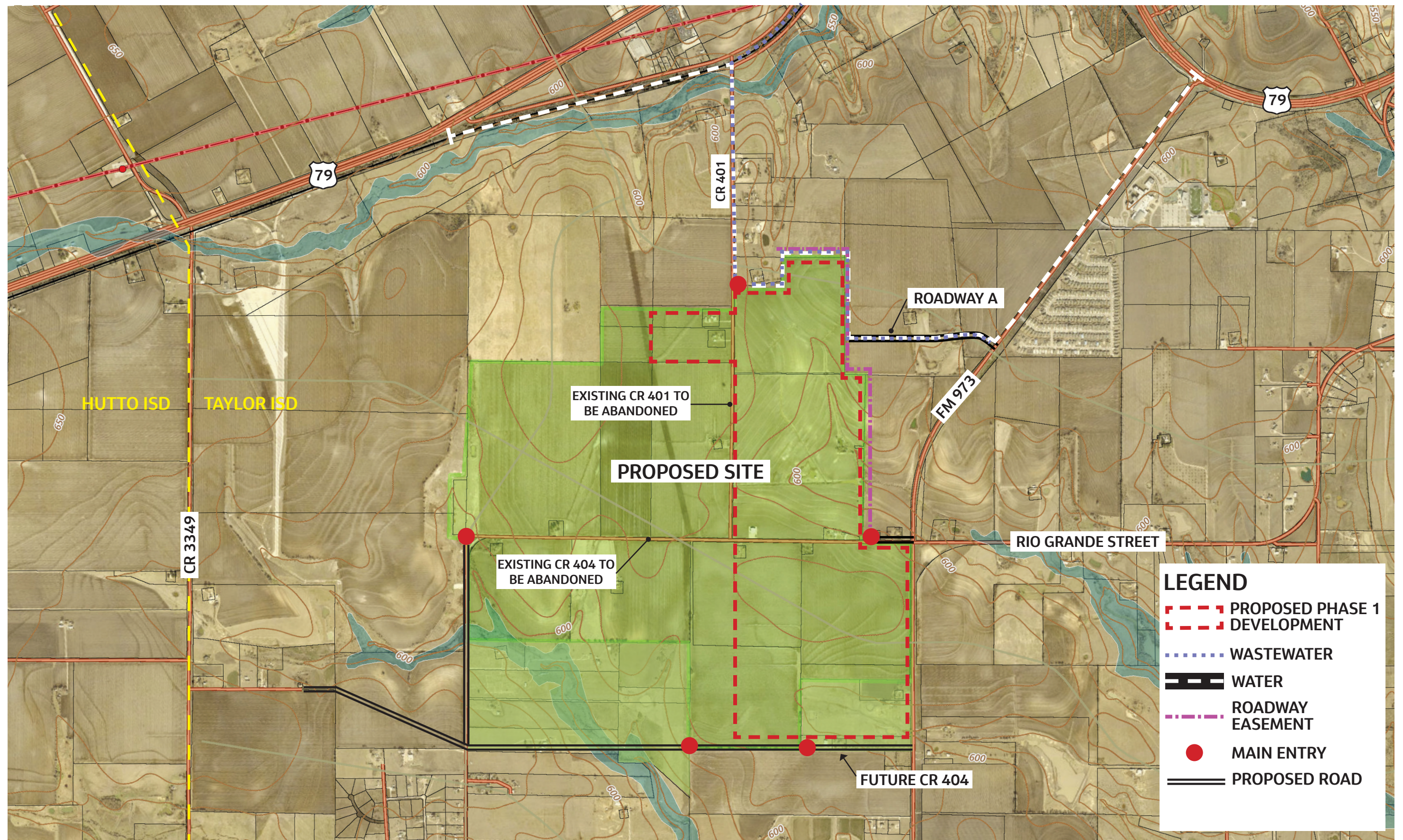
**STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §**

This instrument was acknowledged before me on the ____ day of _____, 2021, by SAMSUNG AUSTIN SEMICONDUCTOR, LLC, a Delaware Limited Liability Company on behalf of said company and in the capacity herein stated.

Notary Public, State of Texas

Exhibit D

Concept Plan

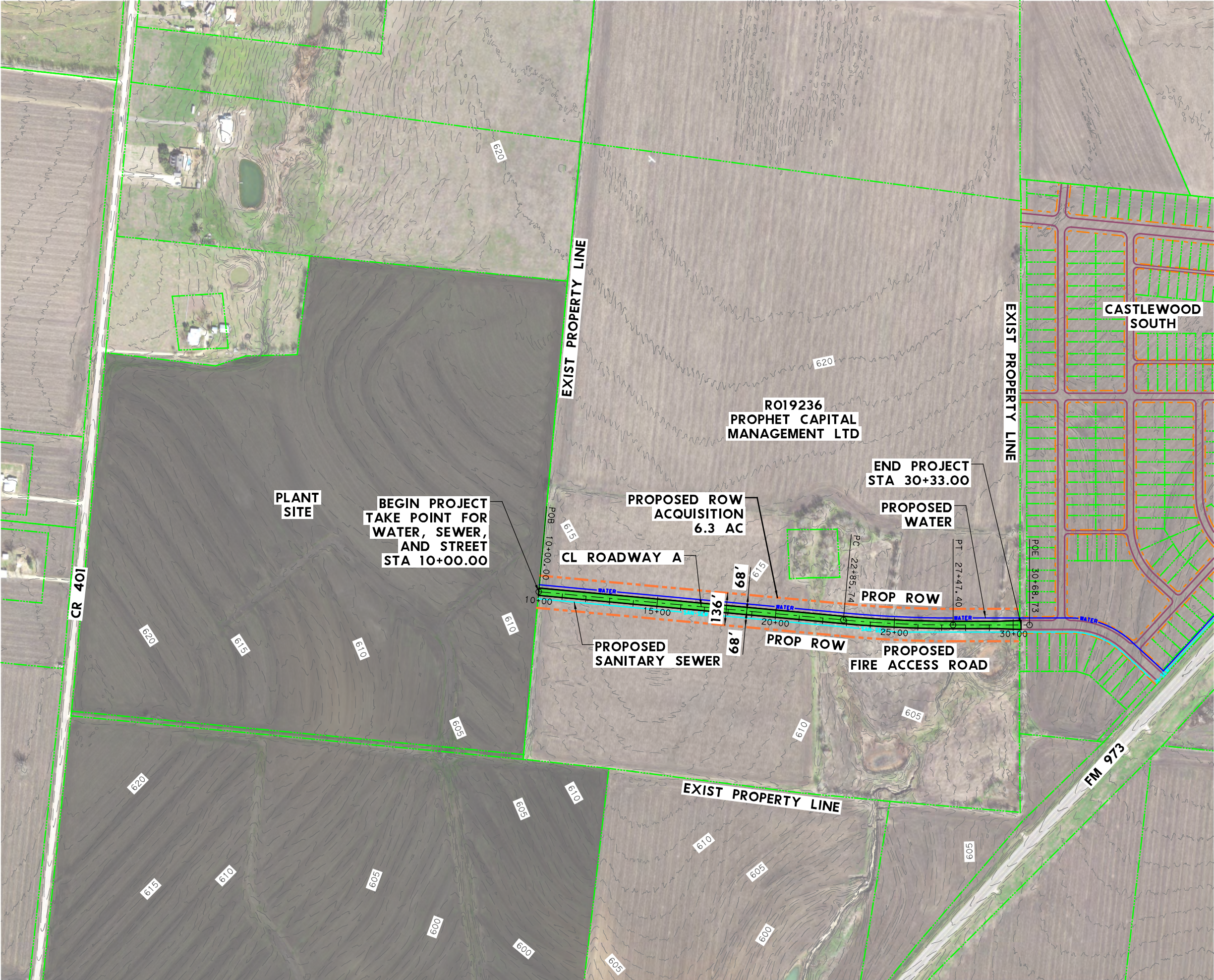


CONCEPT PLAN

Exhibit E

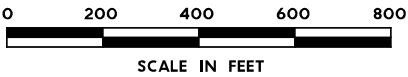
Fire Access Road

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DESIGN SPEED: 30 MPH
FUNCTIONAL CLASS: COLLECTOR
DESIGN VEHICLE: FIRE TRUCK

PARCEL ID	ROADWAY LENGTH	ROW TAKE
R019236	2,033 FT = 0.385 MI	6.3 AC



PRELIMINARY
THIS PRINT IS FURNISHED FOR INFORMATION ONLY.
THE PLAN INFORMATION OR OTHER DATA SHOWN HEREON IS
SUBJECT TO CHANGE AND MUST NOT BE CONSTRUED AS FINAL.

ROADWAY A PROPOSED RIGHT OF WAY EXHIBIT

- LEGEND**
- PROPOSED RIGHT OF WAY
 - EXISTING PROPERTY LINE
 - PROPOSED ROADWAY
 - PROPOSED WATER LINE
 - PROPOSED SANITARY SEWER LINE

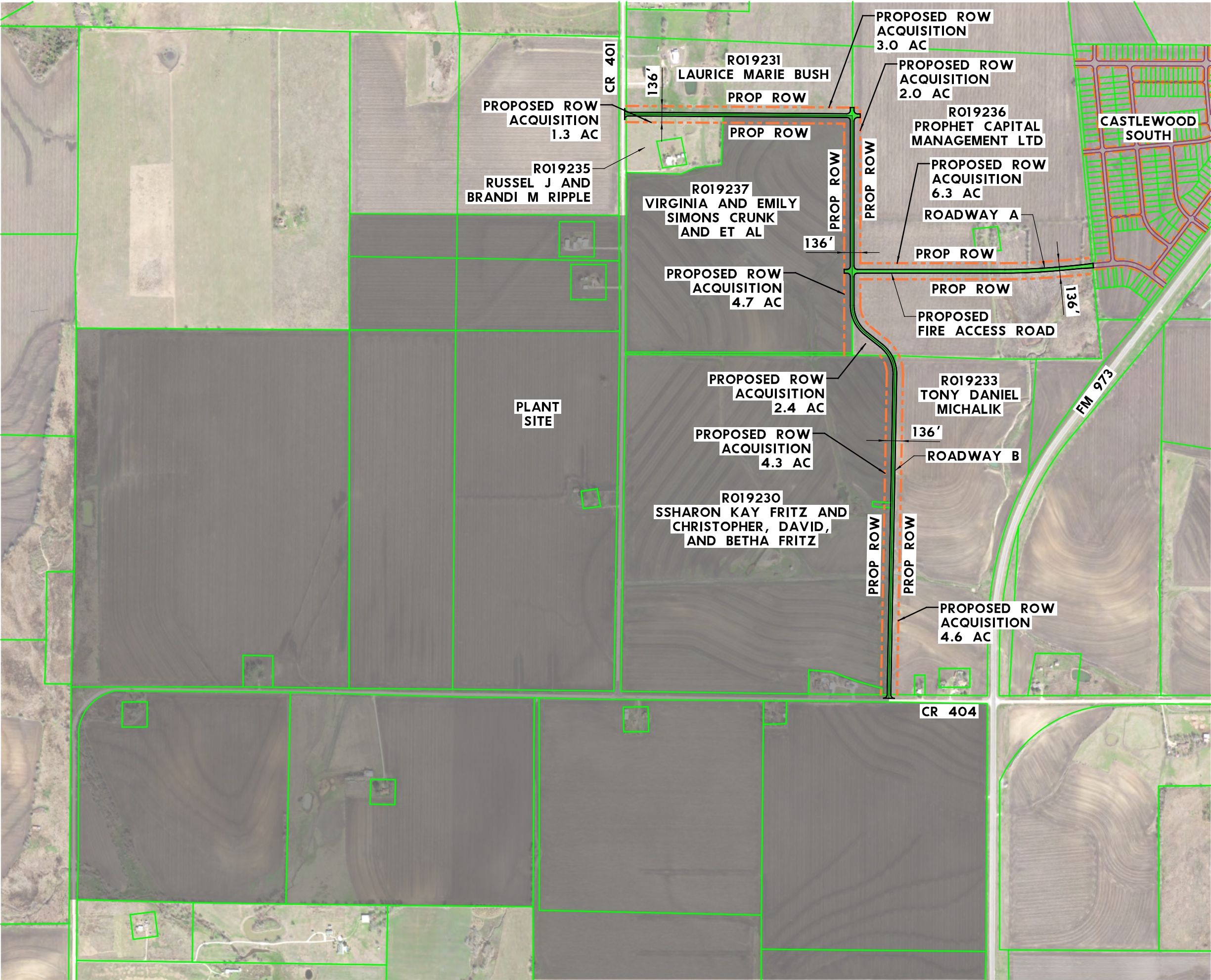


HDR
HDR Engineering, Inc.
810 Hesters Crossing, Suite 120
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Exhibit F

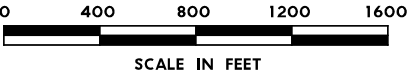
Perimeter Roadway Easements

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DESIGN SPEED: 30 MPH
FUNCTIONAL CLASS: COLLECTOR
DESIGN VEHICLE: FIRE TRUCK

ROADWAY	OVERALL ROADWAY LENGTH	PARCEL ID	ROW TAKE
A	2,033 FT = 0.385 MI	R019236	6.3 AC
		R019230	4.3 AC
B	6,962 FT = 1.319 MI	R019233	4.6 AC
		R019237	4.7 AC
		R019236	4.4 AC
		R019235	1.3 AC
		R019231	3.0 AC



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PROPOSED RIGHT OF WAY EXHIBIT

- LEGEND**
- PROPOSED RIGHT OF WAY
 - EXISTING PROPERTY LINE
 - PROPOSED ROADWAY



STATE OF TEXAS § TAX INCREMENT REINVESTMENT ZONE NO. TWO
COUNTY OF WILLIAMSON § ECONOMIC DEVELOPMENT AGREEMENT AND
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 DRRP 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 ____ day of _____ 2021.

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

APPROVED AS TO FORM:

By: _____
Ted Hejl, City Attorney

EXECUTED this ____ day of _____ 2021.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By: _____
Name: _____
Title: _____

EXHIBIT “A”
Description of Land

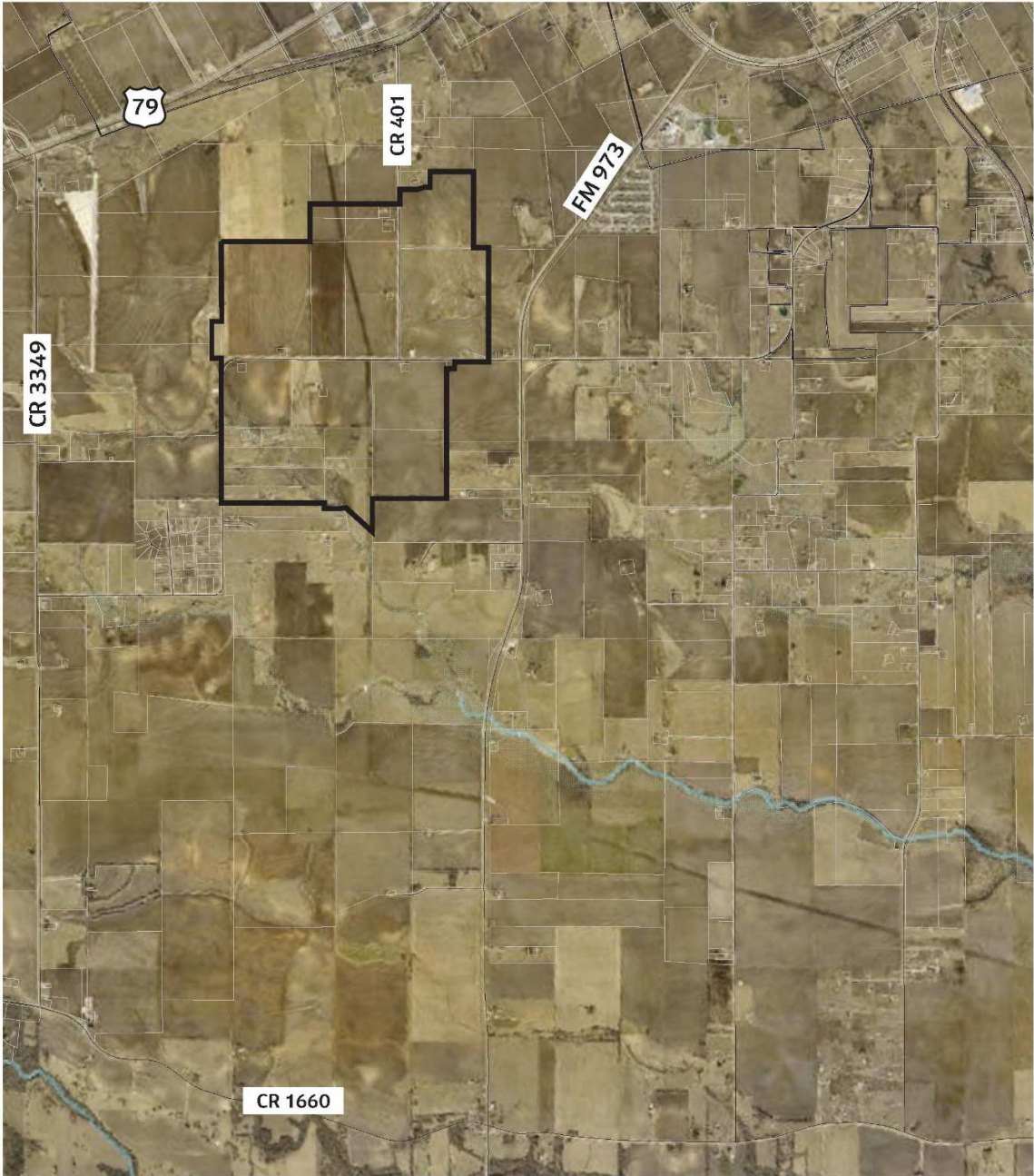
Approximately 1,187.5 acres, generally located Southwest of downtown Taylor, Texas, in an area South of State Highway 79, North of County Road 1660, East of County Road 3349, and West of Farm to Market Road 973 in the extraterritorial jurisdiction of the City of Taylor, including the properties listed 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



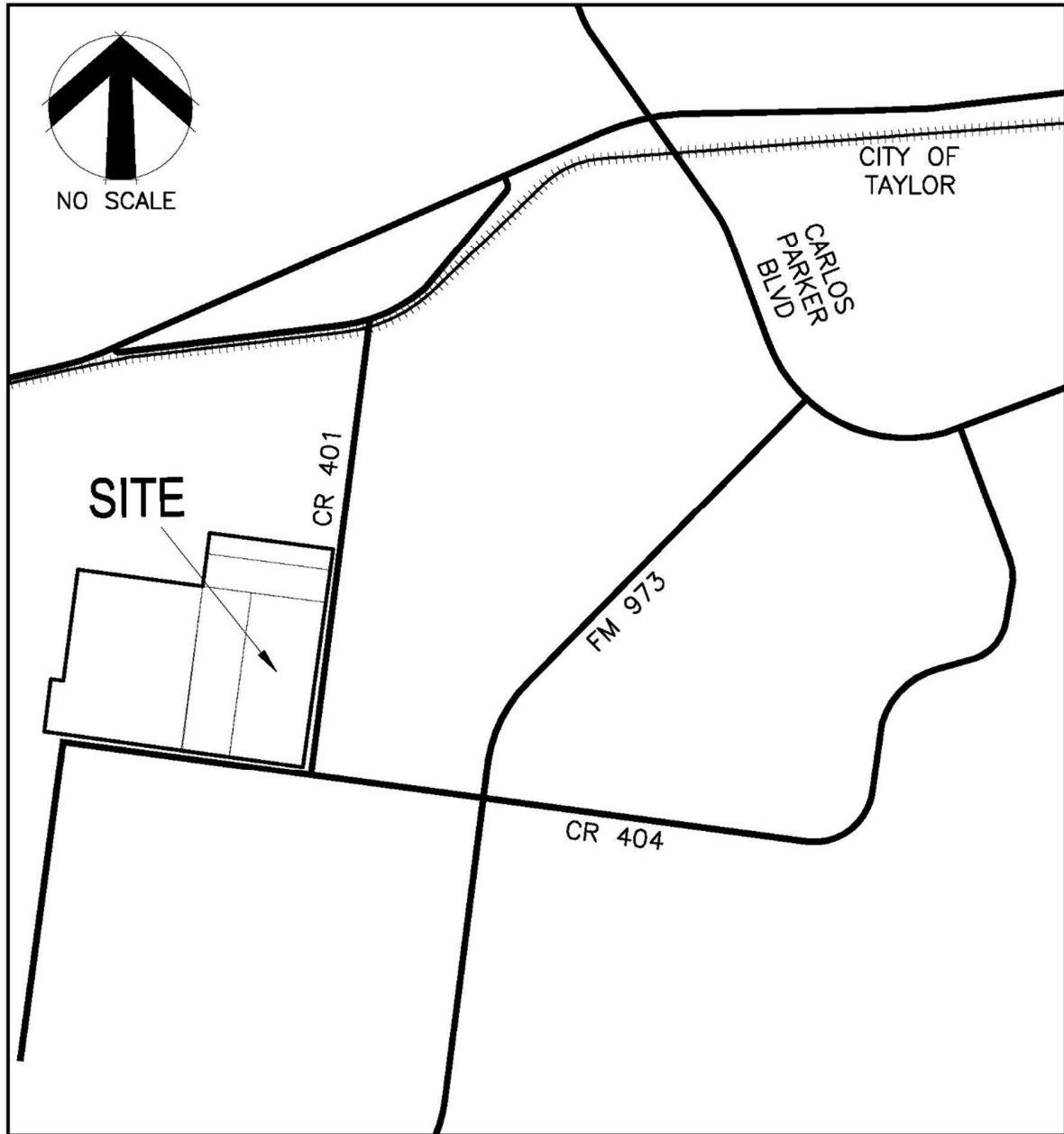
LEGEND

 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

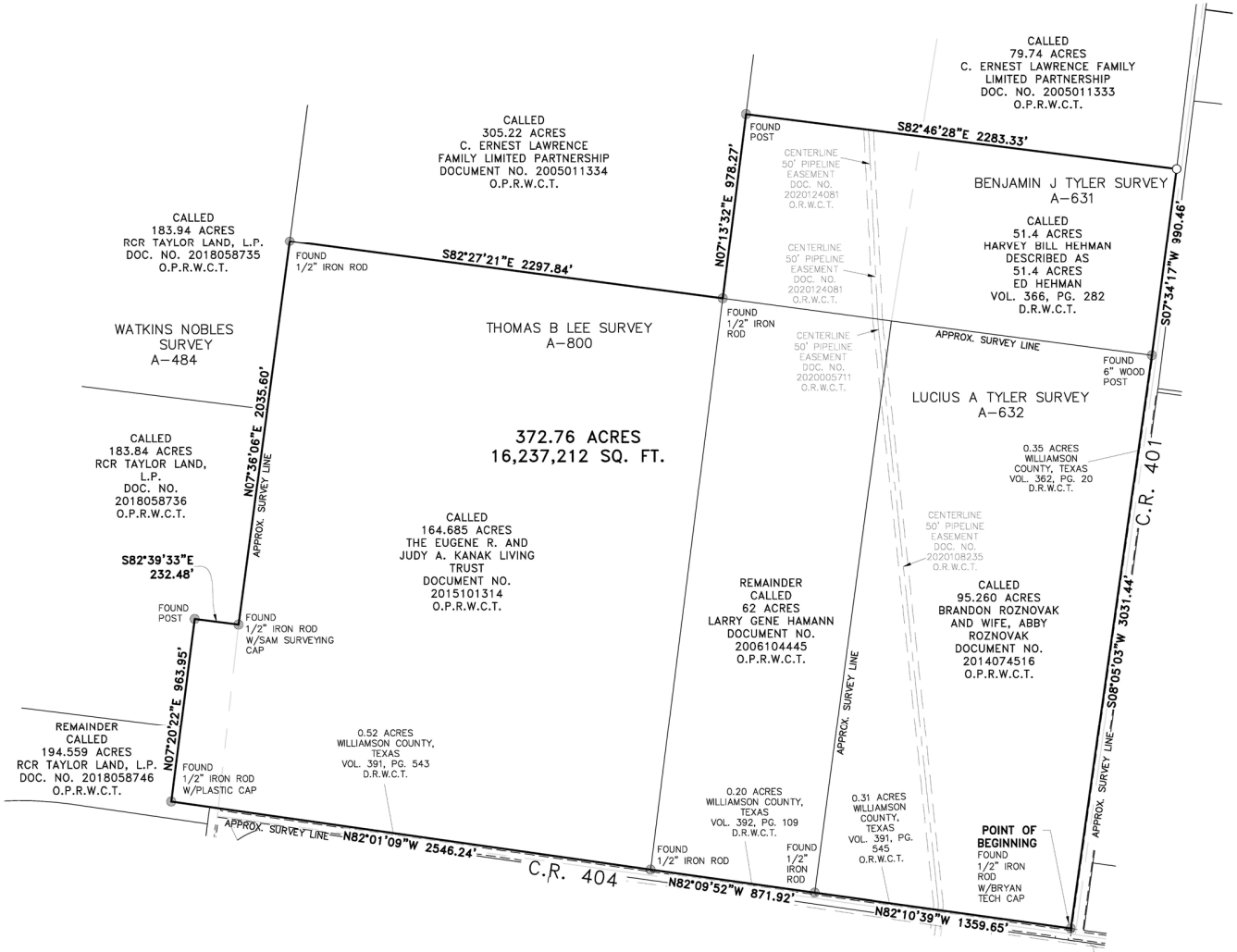


EXHIBIT "A"
Description of Land

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;

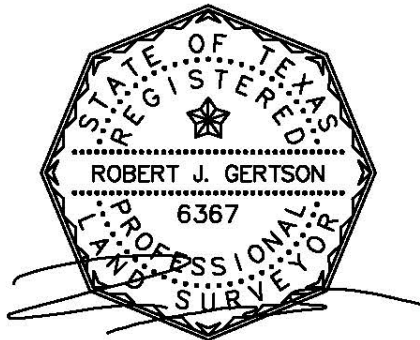
THENCE, with the eastern line of said 95.260 acre tract and also being the western right of way line of County Road 401, S 08° 05' 03" W, a distance of 3031.44 feet to the **POINT OF BEGINNING**.

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.

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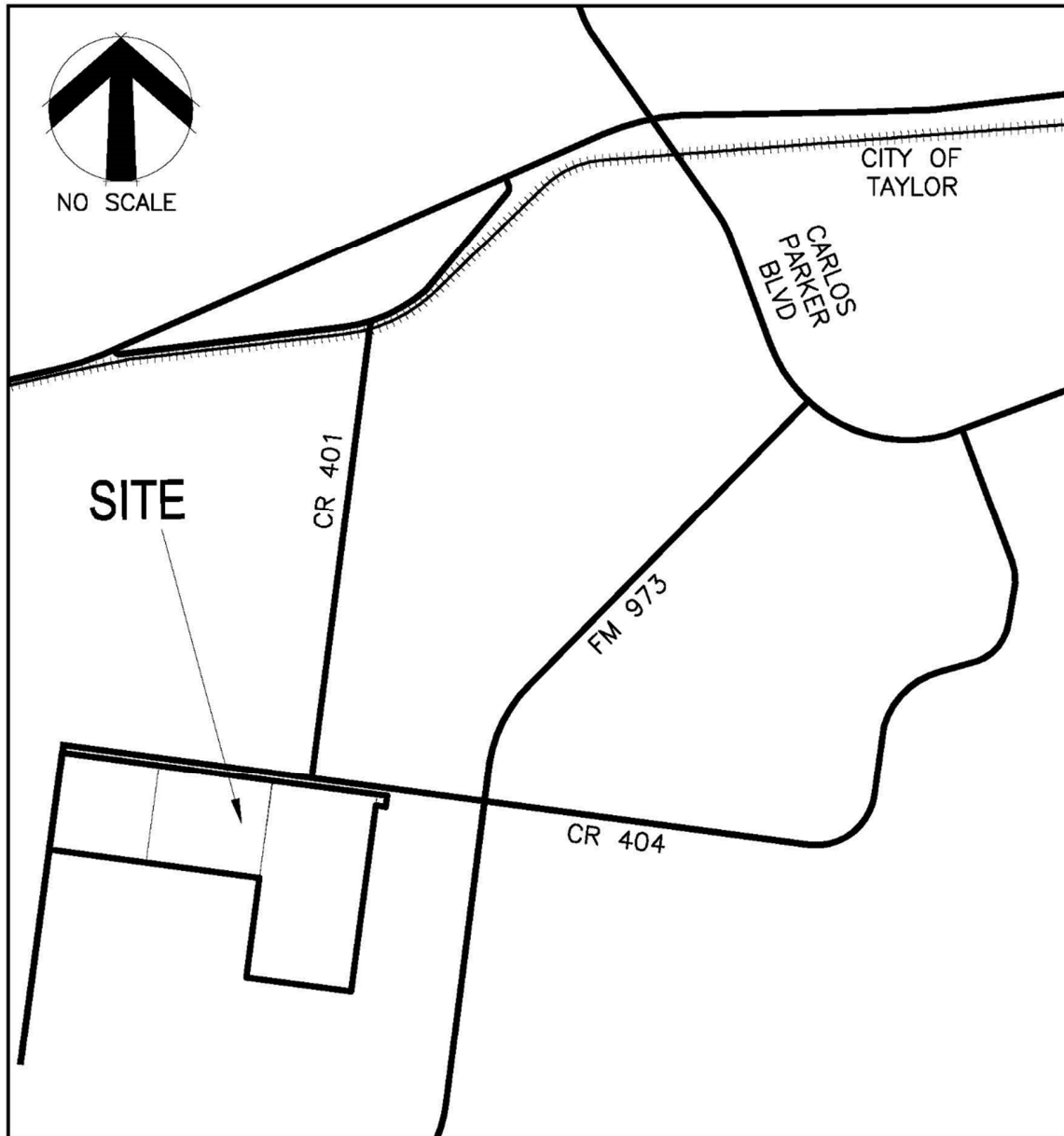


08/24/2021

EXHIBIT "A"
Description of Land

PARCEL 2
(South Central Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19

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.

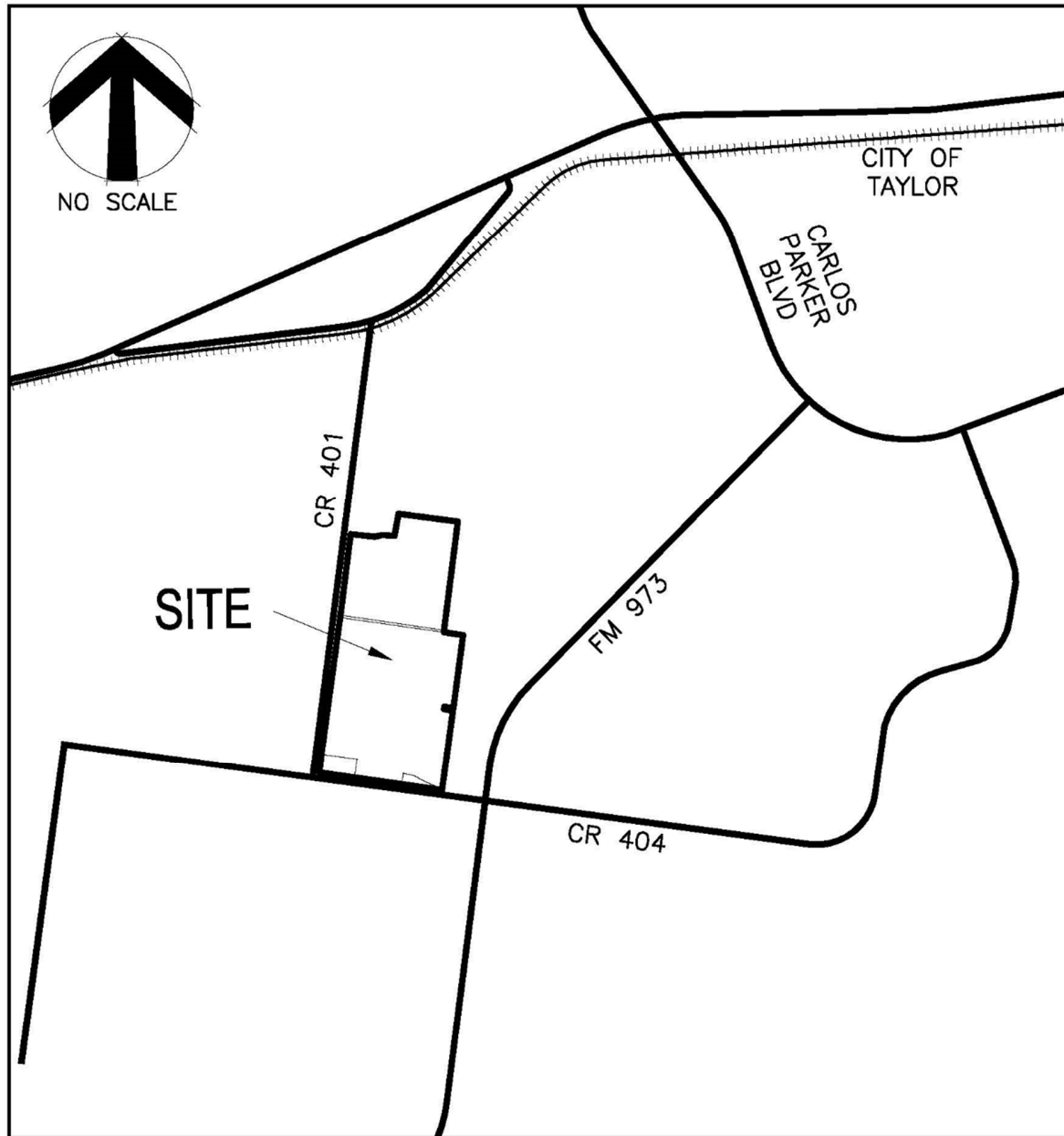
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EXHIBIT "A"
Description of Land

PARCEL 3
(Northeastern Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19

EXHIBIT "A"

Description of Land

PARCEL 3 (Northeastern Area)

SURVEY

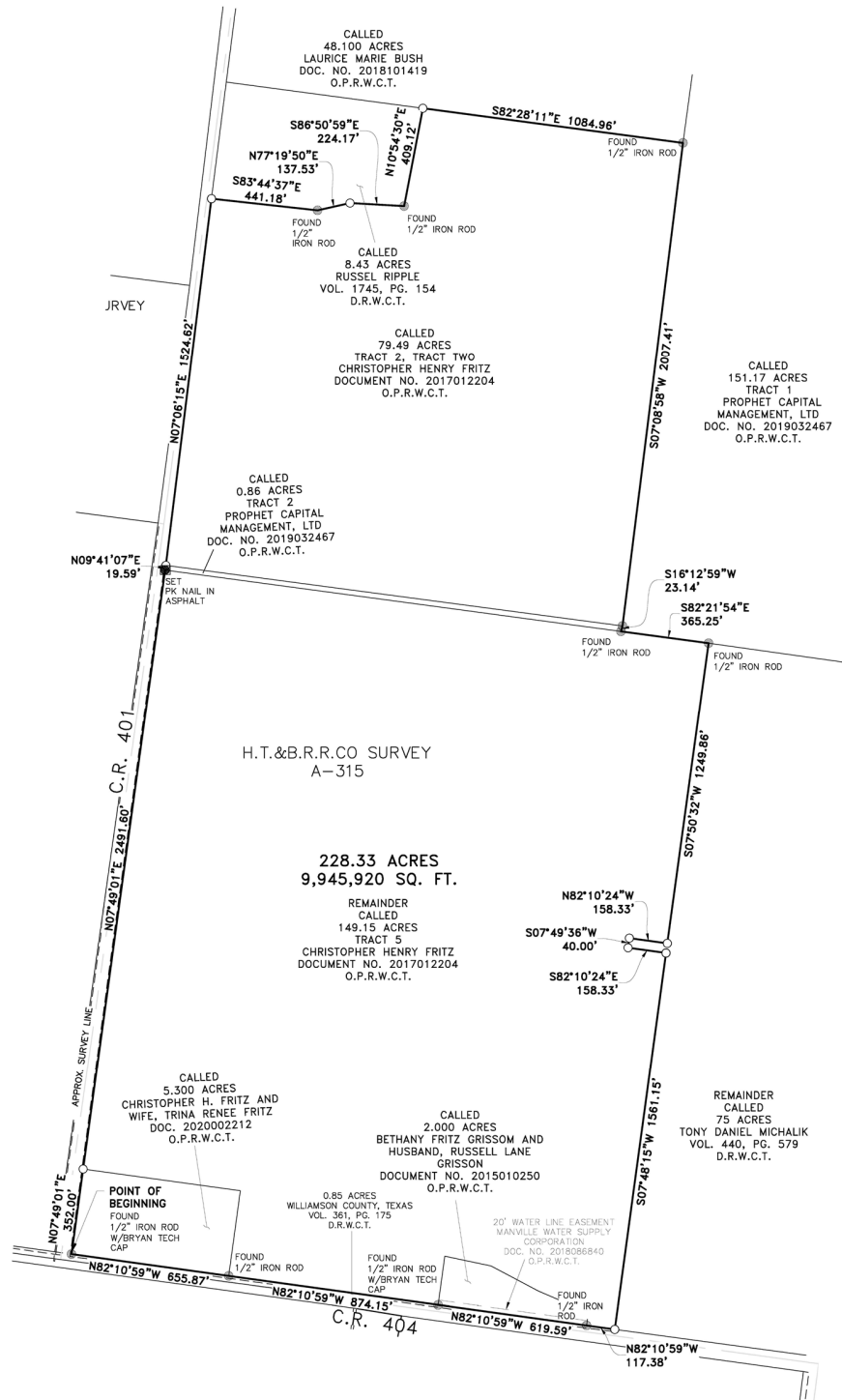


EXHIBIT "A"
Description of Land

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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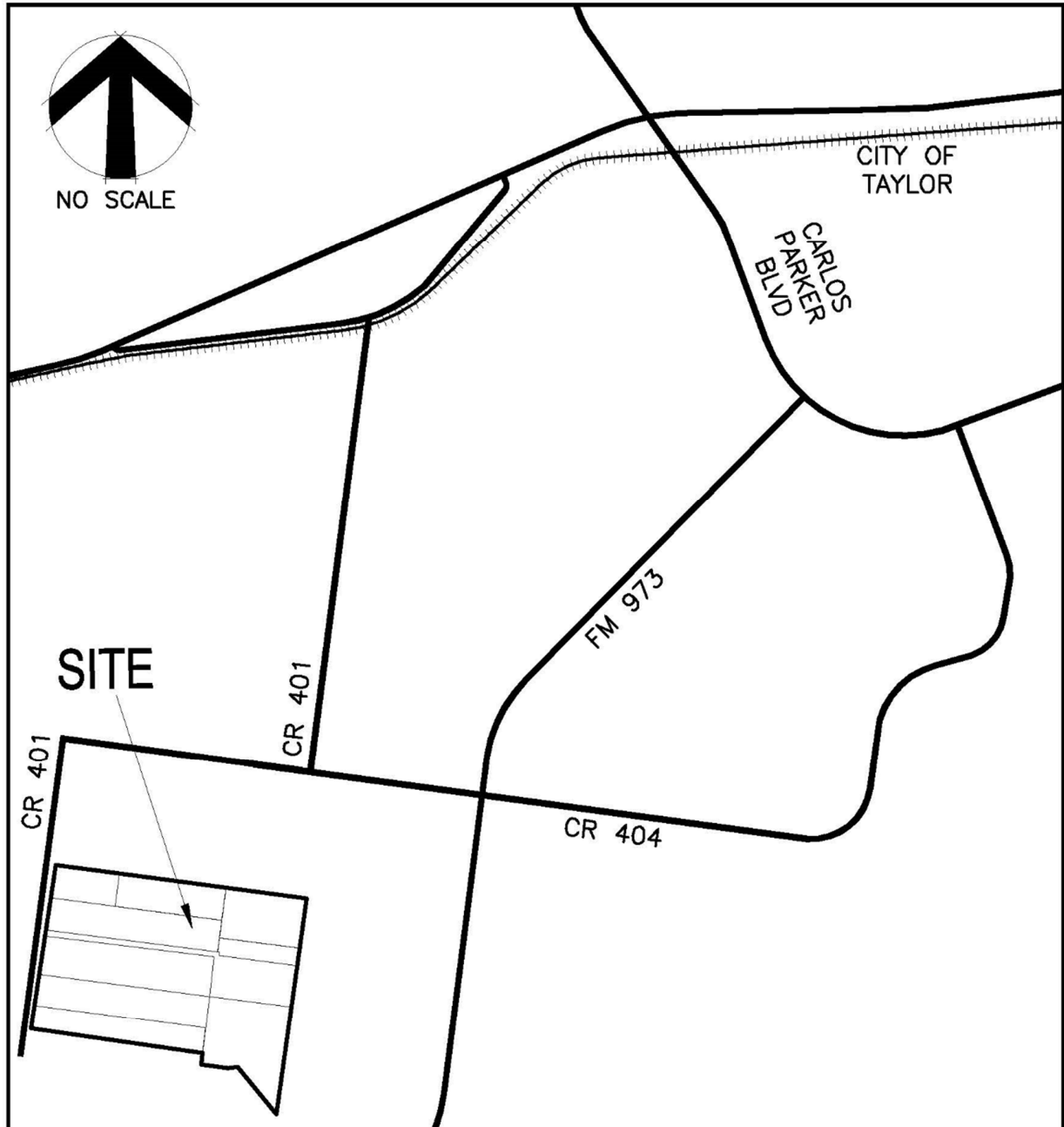


08/19/2021

EXHIBIT "A"
Description of Land

PARCEL 4
(Southwestern Area)

VICINITY MAP



VICINITY MAP

N.T.S.

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.

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Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



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: _____
Title: _____

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

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WITNESSETH:

WHEREAS, Owner's development efforts described herein will create permanent new jobs in the City; and

WHEREAS, the City Council after a public hearing has found that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements are consistent with encouraging development of the proposed Reinvestment Zone and that the proposed tax abatement will be in compliance with the Tax Abatement Guidelines, the Tax Code, and all other applicable laws; and

WHEREAS, the City Council has found that the Improvements sought are feasible and practicable and would be of benefit to the Premises to be included in the proposed Reinvestment Zone and to the City after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located; and

WHEREAS, this Agreement was approved at a regularly scheduled meeting of the City Council of the City;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Reinvestment Zone, which contributes to the economic development of Taylor and the enhancement of the tax base in the City, the Parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Act” shall mean the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code, as amended.

“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.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of a receiver for any part of a Party’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 proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“City” is defined in the introductory paragraph.

“Completion of Construction” shall mean that: (i) the construction of the Improvements has been substantially completed; and (ii) a certificate of occupancy has been issued by the City for the occupancy of the Improvements by the Owner.

“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 Owner dated of 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 of approximate date herewith.

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

“Effective Date” shall mean the day after the later of (i) the full execution hereof by all of the Parties; and (ii) the day that all conditions precedent listed at Section 9.12 have been satisfied.

“Expiration Date” shall mean March 1 of the calendar year following the expiration of the last of the tax abatements provided herein.

“First Year of Abatement” shall mean the earlier of (a) the year commencing on January 1, 2024 or (b) first full tax year following the Owner’s obtaining a Certificate of Occupancy from the City of Taylor, Texas for a minimum of 6,000,000 square feet of facilities on the Land; provided, however, that the Owner may, at its sole discretion and sole option, elect to delay the First Year of Abatement by up to one (1) year by delivering a notice to the City and the Williamson Central Appraisal District (or its successor) stating such desire (a “Notice of First Year of Abatement Change”), and in such case, the First Year of Abatement shall be the date identified in the Notice of First Year of Abatement Change.

“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 Owner'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.

“Improvements” or “Project” shall mean 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 Owner with the City from time to time, in order to obtain building permit(s).

“Land” is defined in the Recitals.

“New Tangible Personal Property” shall mean each installation or delivery of Tangible Personal Property installed or located at the Improvements for which Owner provides the City and the Williamson Central Appraisal District, not more than once each year during the Term, a separate written rendition for such new Tangible Personal Property, including the date of delivery, location, or installation at the Improvements, and a description and historic cost or opinion of value for such property and for which Owner and City have requested the Williamson Central Appraisal District to assign an account number separate and apart from any other Tangible Personal Property tax account for appraisal purposes.

“Owner” is defined in the introductory paragraph.

“Premises” shall mean collectively, the Land and the Improvements following construction thereof.

“Reinvestment Zone” is defined in the Recitals.

“Related Agreement” shall mean any agreement, other than this Agreement, related to the Project by and between (i) the City and the Owner, or (ii) if the operation of the Project is transferred to any entity that controls Owner or that is controlled by or under common control with Owner, then such other entity.

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

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

“Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement” shall mean that certain Taxable Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement between City and Owner dated of approximate date herewith.

“Zone Ordinance” shall mean the ordinance of the City of Taylor, Texas designating the Reinvestment Zone pursuant to Chapter 312 of the Texas Tax Code.

Article II

General Provisions

2.1 Owner is the owner of a portion of the Land or is under contract to purchase a portion of the Land and will own a portion of the Land as of the Effective Date, which Land is located within the city limits of the City following annexation thereof and within the Reinvestment

Zone following annexation. Owner intends to construct, or cause to be constructed, the Improvements on the Land.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

2.4 The Premises are not owned or leased by any member of the Taylor City Council or any member of the Taylor Planning and Zoning Commission.

2.5 Owner shall, on or before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that it is in compliance with each term of the Agreement.

2.6 The Land and the Improvements constructed thereon shall be used in the manner (i) that at the time of construction is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Reinvestment Zone.

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

Article III

Phase I Tax Abatement Authorized

3.1 This Agreement is authorized by the Tax Code and in accordance with the City Tax Abatement Guidelines that were approved by resolution of the City Council no more than two (2) years before the Effective Date of this Agreement.

3.2 Subject to the terms and conditions of this Agreement the City hereby grants Owner an abatement of ninety-two- and one-half percent (92.5%) of the Taxable Value of New Tangible Personal Property in each annual rendition of New Tangible Personal Property occurring after the Effective Date of this Agreement and within the nine (9) calendar years after the First Year of Abatement ("Phase I"). The City will work with Williamson Central Appraisal District to ensure the Williamson Central Appraisal District will assign each new installation, delivery, or location of New Tangible Personal Property an account number separate and apart from any other Tangible Personal Property for appraisal purposes, and establish, if necessary, a mutually acceptable administrative method to allow compliance with this Agreement.

3.3 The period of tax abatement for New Tangible Personal Property in each annual rendition shall be for a period of ten (10) consecutive years beginning with the first calendar year after each rendition of New Tangible Personal Property during Phase I.

3.4 During the period of tax abatement herein authorized, Owner shall be subject to all taxation not abated, including but not limited to ad valorem taxation on the Land; however, for clarity, this provision is not intended to limit or restrict the rights and obligations under the Tax

Article IV
Phase II and Phase III Tax Abatement Authorized

4.1 Subject to the terms and conditions of this Agreement, the City grants Owner a tax abatement for New Tangible Personal Property for: (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”).

4.2 Subject to the terms and conditions of this Agreement, the City hereby grants Owner an abatement of ninety percent (90%) of the Taxable Value of New Tangible Personal Property in each annual rendition of New Tangible Personal Property occurring within Phase II.

4.3 The period of tax abatement for each installation, delivery or location of New Tangible Personal Property during Phase II shall be for a period of ten (10) consecutive years beginning with the first calendar year after each rendition of New Tangible Personal Property during Phase II.

4.4 Subject to the terms and conditions of this Agreement, the City hereby grants Owner an abatement of eighty-five percent (85%) of the Taxable Value of New Tangible Personal Property in each annual rendition of New Tangible Personal Property occurring within Phase III.

4.5 The period of tax abatement for each installation, delivery or location of New Tangible Personal Property during Phase III shall be for a period of ten (10) consecutive years beginning with the first calendar year after each rendition of New Tangible Personal Property during Phase III.

4.6 Notwithstanding any provision of this Agreement to the contrary: (i) in no case shall any tax abatement be granted for New Tangible Personal Property rendered in Phase III for the thirtieth (30th) year *after* the First Year of Abatement or thereafter; and (ii) in no case shall any New Tangible Personal Property receive abatement for more than ten (10) years.

Article V
Improvements

5.1 Owner owns a portion of the Land and intends to construct or cause to be constructed the Improvements on the Land and to locate Tangible Personal Property at such Improvements. Nothing in this Agreement shall obligate Owner to construct the Improvements on the Land or to locate Tangible Personal Property thereat, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

5.2 As a condition precedent to the initiation of the Owner’s tax abatement pursuant to this Agreement, Owner agrees, subject to delays resulting from one or more events of Force

Majeure and/or an uncured breach of a Related Agreement by City, to cause Completion of Construction of the Improvements on or before January 31, 2026, in phases as set forth below:

(a) By December 31, 2023 - Owner will cause Completion of Construction of a minimum of 2,500,000 square feet of Improvements;

(b) By December 31, 2024 - Owner 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 - Owner will cause Completion of Construction of an additional 2,000,000 square feet of Improvements, totaling 5,300,000 square feet of Improvements; and

(d) By January 31, 2026 - Owner will cause Completion of Construction of a minimum of an additional 700,000 square feet of Improvements, totaling 6 million square feet of Improvements.

5.3 Construction plans for the Improvements constructed on the Land will be filed with the City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

5.4 Owner agrees to maintain the Improvements during the Term of this Agreement in accordance with all applicable state and local laws, codes, and regulations in all material respects, or shall diligently pursue the cure of any material non-compliance.

5.5 The City, its agents and employees shall have the right of access to the Premises during and following construction to inspect the Improvements at reasonable times and with reasonable notice to Owner, and in accordance with visitor access and security policies of the Owner, in order to ensure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

Article VI

Default: Recapture of Tax Revenue

6.1 In the event Owner fails to comply with its obligations in Section 5.2(d), and does not cure such failure within the notice and cure periods described in Section 6.2, then Owner shall be in default of this Agreement, and as liquidated damages in the event of such default, the Owner shall, within thirty (30) days after demand, pay to the City the amount equal to all taxes with respect to the time period preceding such termination which otherwise would have been paid by the Owner to the City without the benefit of the tax abatement under this Agreement, for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties.

In the event Owner (i) has delinquent ad valorem taxes owed to the City, and does not cure such delinquency within sixty (60) days after written notice from the City (provided Owner retains

its right to timely and properly protest such taxes or assessment); (ii) has an event of Bankruptcy or Insolvency; or (iii) breaches any of the other terms and conditions of this Agreement (i.e., other than Section 5.2(d)), or a Related Agreement, and does not cure such breach within the notice and cure periods described in Section 6.2 of this Agreement, or those described in the applicable Related Agreement, as the case may be, then Owner shall be in default of this Agreement. As liquidated damages in the event of such default, the Owner shall, within thirty (30) days after demand, pay to the City all taxes with respect to the three (3) years directly preceding the date of the notice of default which otherwise would have been paid by the Owner to the City without the benefit of the tax abatement under this Agreement, for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties.

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.

The Parties acknowledge that actual damages in the event of default and termination by the City would be speculative and difficult to determine. The Parties further agree that the amount of abated tax, including interest, as a result of this Agreement, shall, in accordance with the above provisions of this Section 6.1, be recoverable against the Owner, its successors and assigns and shall constitute a tax lien against the Premises, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

6.2 Upon breach by Owner of any of the obligations under this Agreement, the City shall notify Owner in writing, and Owner shall have ninety (90) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within such 90-day period, and the Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City shall extend the period in which the default must be cured for an additional sixty (60) days.

6.3 If the Owner fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement by providing written notice to the Owner.

6.4 Upon termination of this Agreement by City, the amount of liquidated damages set forth in Section 6.1, shall become a debt to the City as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The City shall have all remedies for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax, but without penalties. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the New Tangible Personal Property without tax abatement for the applicable years for which recapture is required as set forth above and in which tax abatement hereunder was received by the Owner, as determined by the Williamson Central Appraisal District, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur interest as

provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

Article VII Annual Application for Tax Exemption

It shall be the responsibility of the Owner, pursuant to Section 11.43 of the Tax Code, as amended, to file, **on or before April 30**, an annual exemption application form for the New Tangible Personal Property with the Williamson County Chief Appraiser. A copy of the respective exemption application shall be submitted to the City upon request.

Article VIII Annual Rendition

The Owner shall annually render the value of the New Tangible Personal Property to the Williamson Central Appraisal District and shall provide a copy of the same to the City upon written request.

Article IX Miscellaneous

9.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier of (a) actual receipt or (b) 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 actually 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 Owner, 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

9.2 Authorization. This Agreement was authorized by resolution of the City Council approved by its Council at a meeting authorizing the Mayor to execute this Agreement on behalf of the City.

9.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal, unconstitutional or unenforceable, such invalidity, illegality, unconstitutionality 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 invalid, illegal, unconstitutional or unenforceable, a provision will be added to this Agreement which is valid, legal, constitutional and enforceable and is as similar in terms as possible to the provision held to be invalid, illegal, unconstitutional or unenforceable.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and 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.

9.6 Entire Agreement. This Agreement, together with the Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement, is the entire agreement of the Parties with respect to the tax abatements provided for hereunder. 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. This Agreement cannot be modified without written agreement of the Parties.

9.7 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

9.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

9.9 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Owner without the prior written consent of the City Manager not to be unreasonably withheld, delayed, or conditioned; and provided that Owner may assign this agreement to an affiliate that is directly or indirectly controlled by or is under common control with the Owner upon providing thirty (30) days written

notice to City. In the event of an assignment to which City has consented the assignee shall agree in writing to assume the obligations and liabilities of Owner in a form reasonably approved by City.

9.10 Employment of Undocumented Workers. Owner has executed the certification attached hereto as **Exhibit “B.”** During the Term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Owner shall repay the taxes abated herein, and any other funds received by the Owner from the City as of the date of such violation within 120 days after the date the Owner 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. Owner is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Owner or by a person with whom Owner contracts.

9.11 Right of Offset. 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 Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement or a Related Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

9.12 Conditions Precedent. This Agreement shall not be effective until such time as:

- (i) the Owner has closed its purchase of a portion of the Land;
- (ii) the County Agreement, the School Incentive Agreement, the Development Review Reimbursement Agreement, and the Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement have each been fully executed.
- (iii) the Company has submitted an application for voluntary annexation of the Land into the City;
- (iv) Annexation of the Land has occurred; and
- (v) the Development Agreement has been fully executed.

[Signature page to follow]

EXECUTED this ____ day of _____ 2021.

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

APPROVED AS TO FORM:

By: _____
Ted Hejl, City Attorney

EXECUTED this ____ day of _____ 2021.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By: _____
Name: _____
Title: _____

EXHIBIT “A”
Description of Land

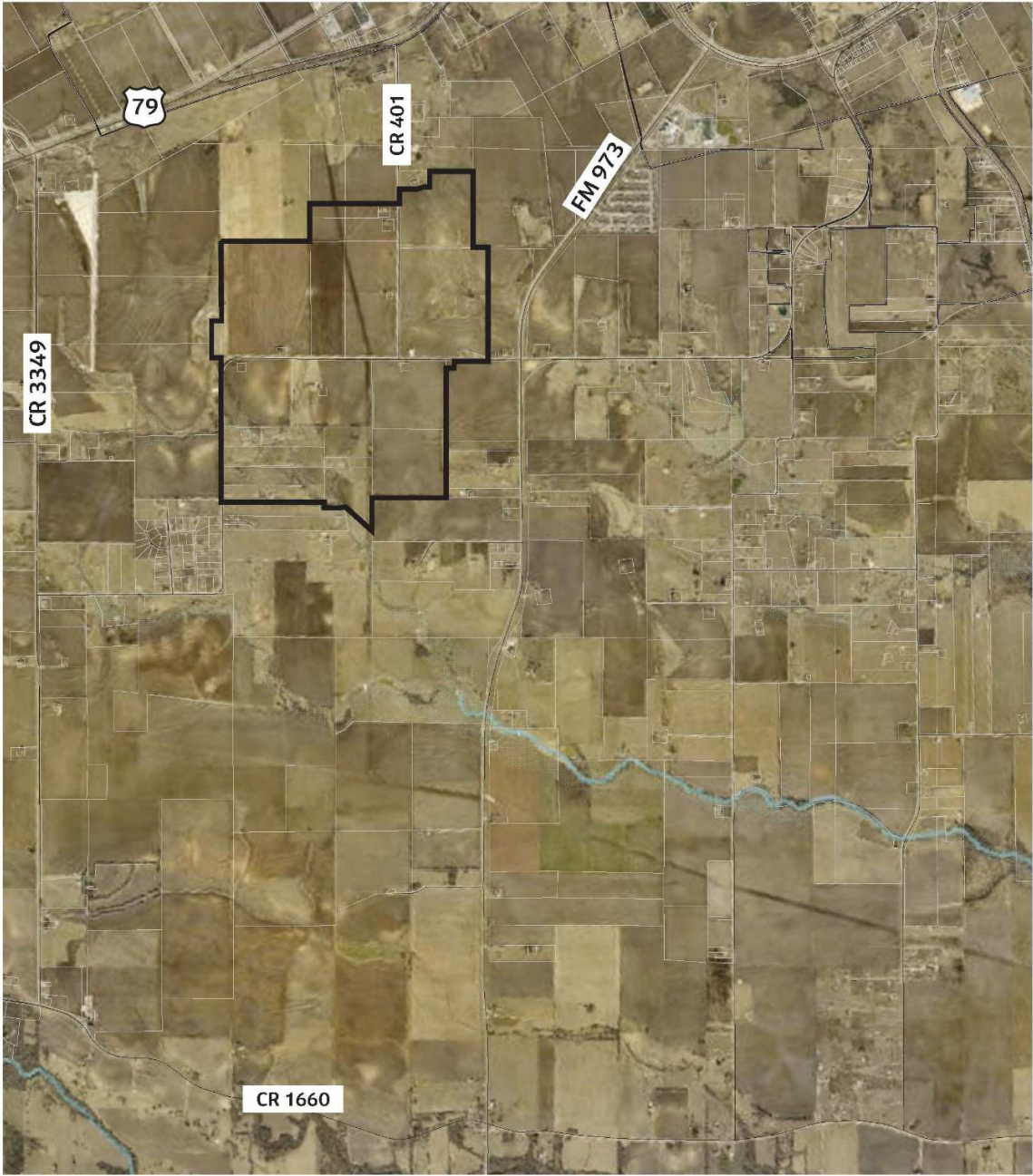
Approximately 1,187.5 acres, generally located Southwest of downtown Taylor, Texas, in an area South of State Highway 79, North of County Road 1660, East of County Road 3349, and West of Farm to Market Road 973 in the extraterritorial jurisdiction of the City of Taylor, including the properties listed 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



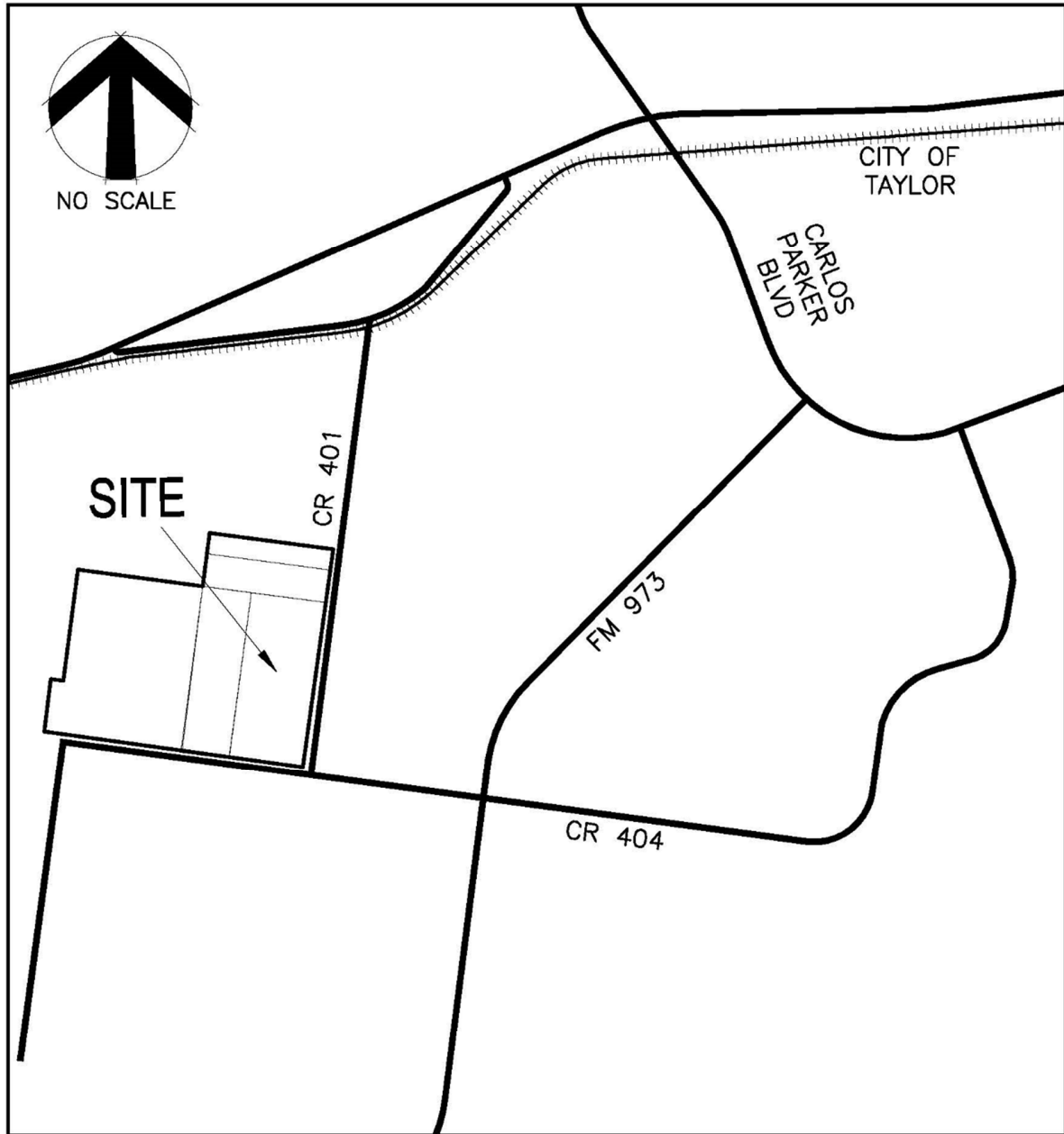
LEGEND

 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

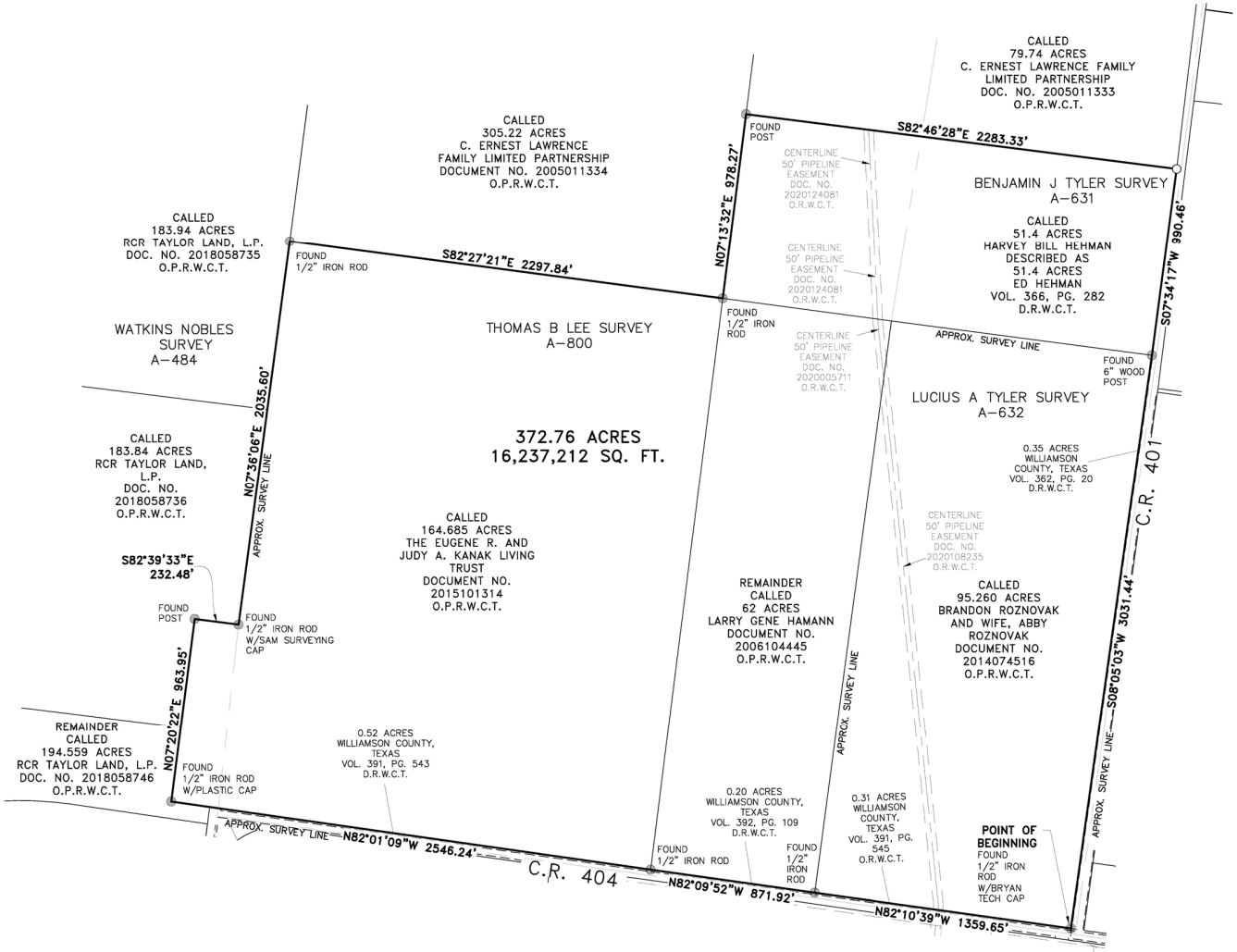


EXHIBIT "A"
Description of Land

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;

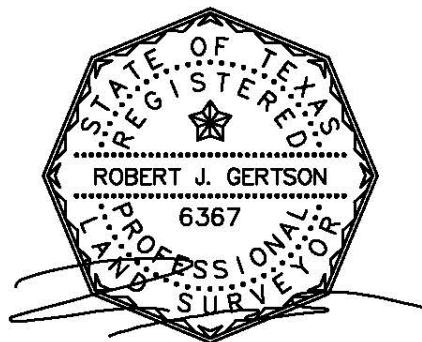
THENCE, with the eastern line of said 95.260 acre tract and also being the western right of way line of County Road 401, S 08° 05' 03" W, a distance of 3031.44 feet to the **POINT OF BEGINNING**.

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.

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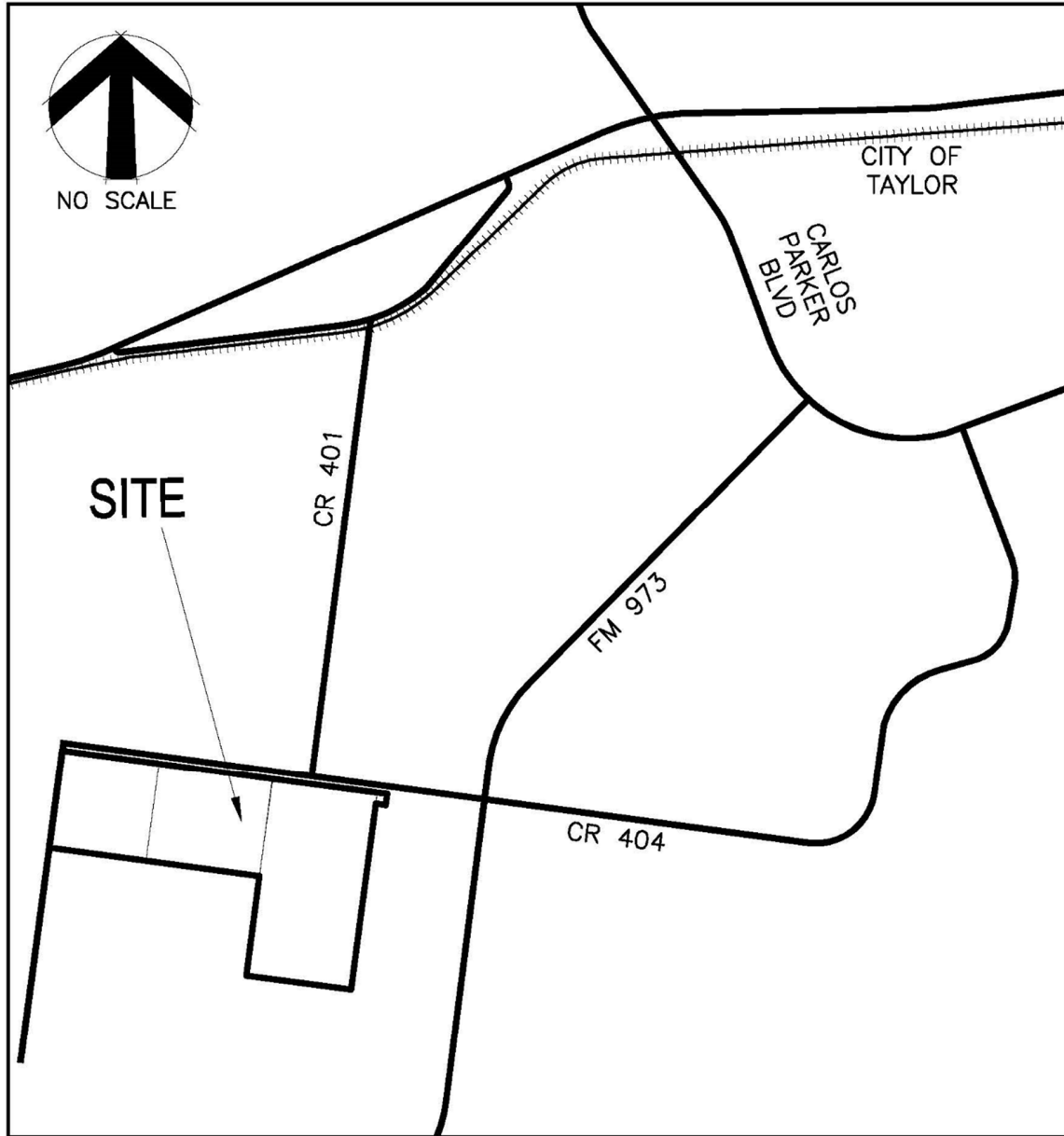


08/24/2021

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

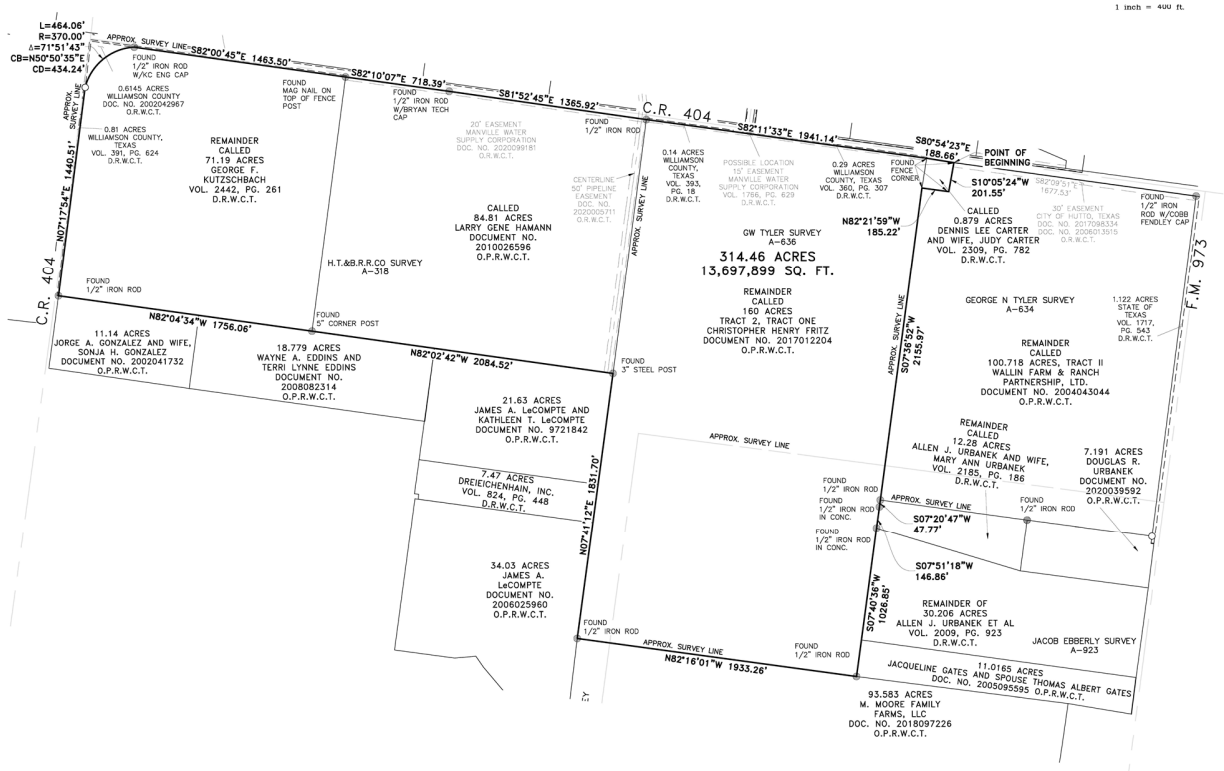


EXHIBIT "A"
Description of Land

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.

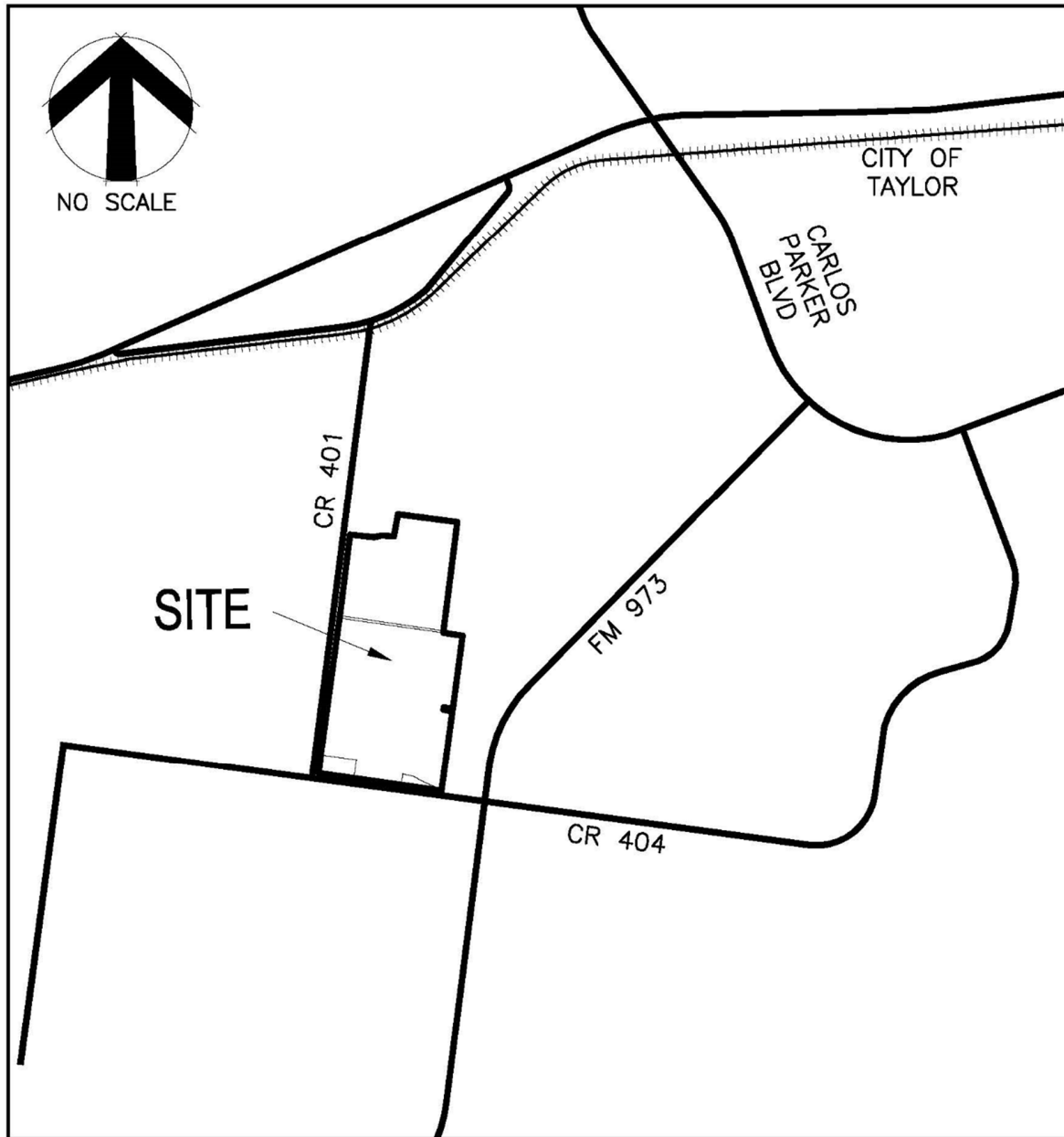
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TBPE LS Firm No. 10193726



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

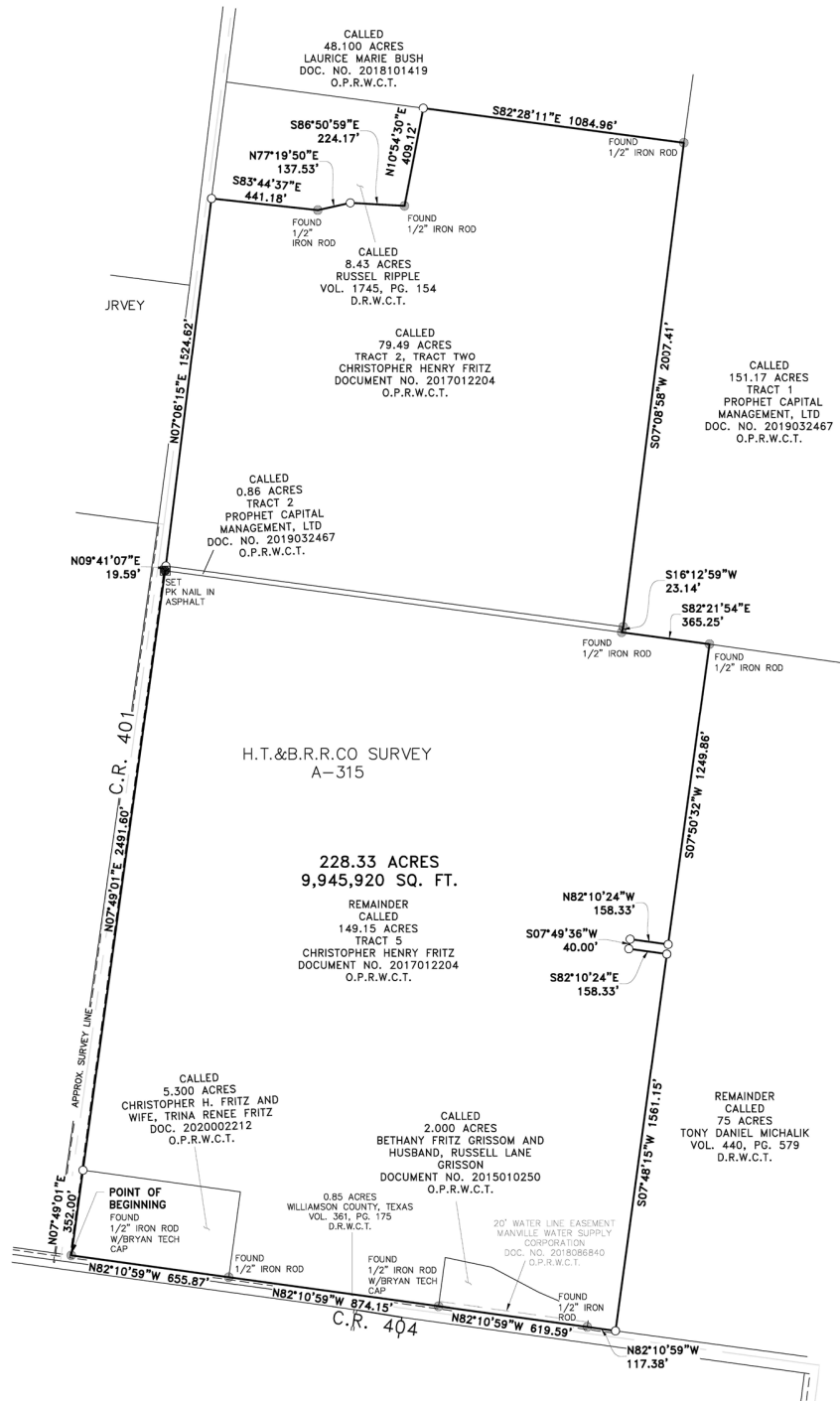


EXHIBIT "A"
Description of Land

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.

Robert J. Gertson, RPLS
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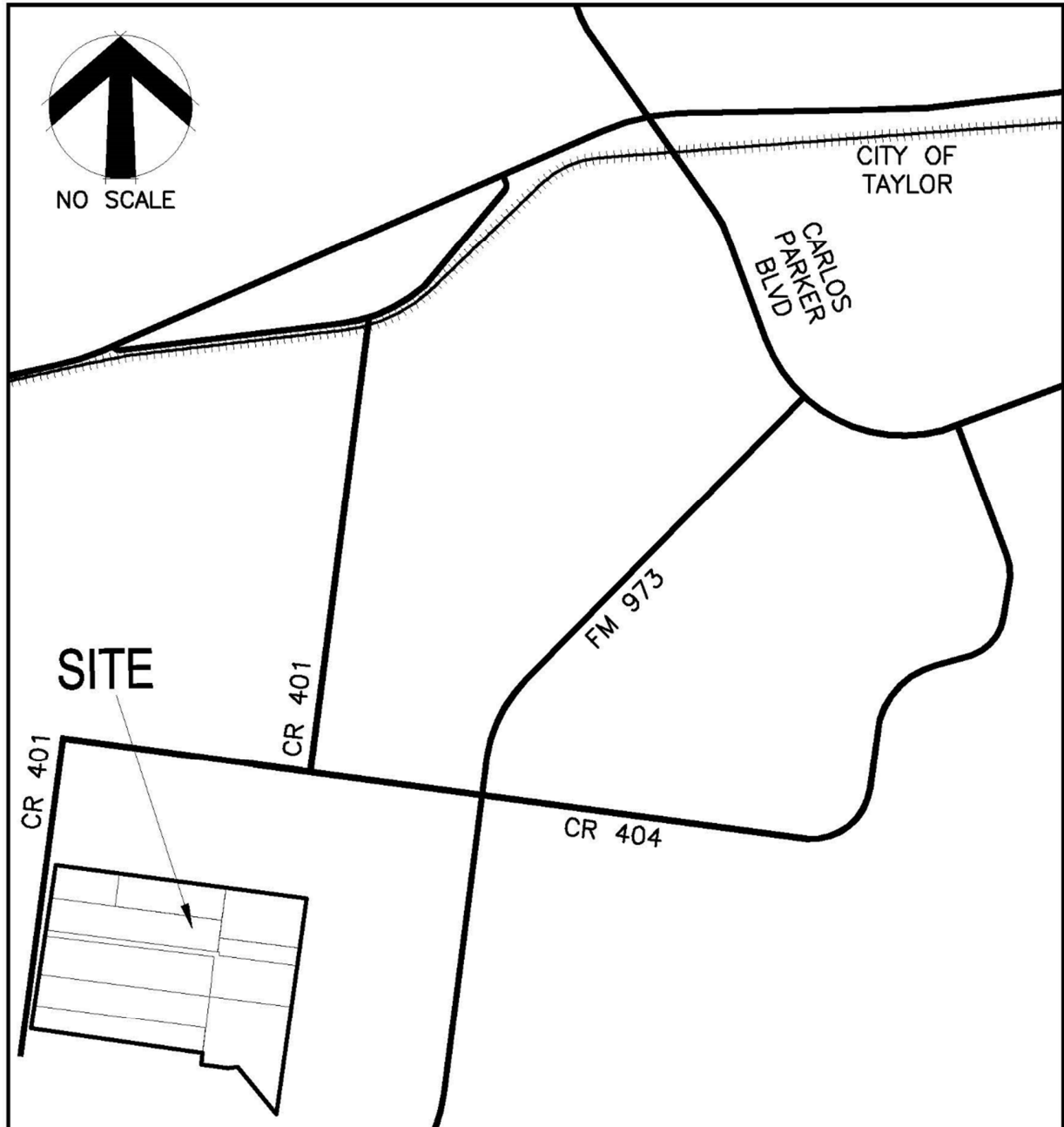


08/19/2021

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

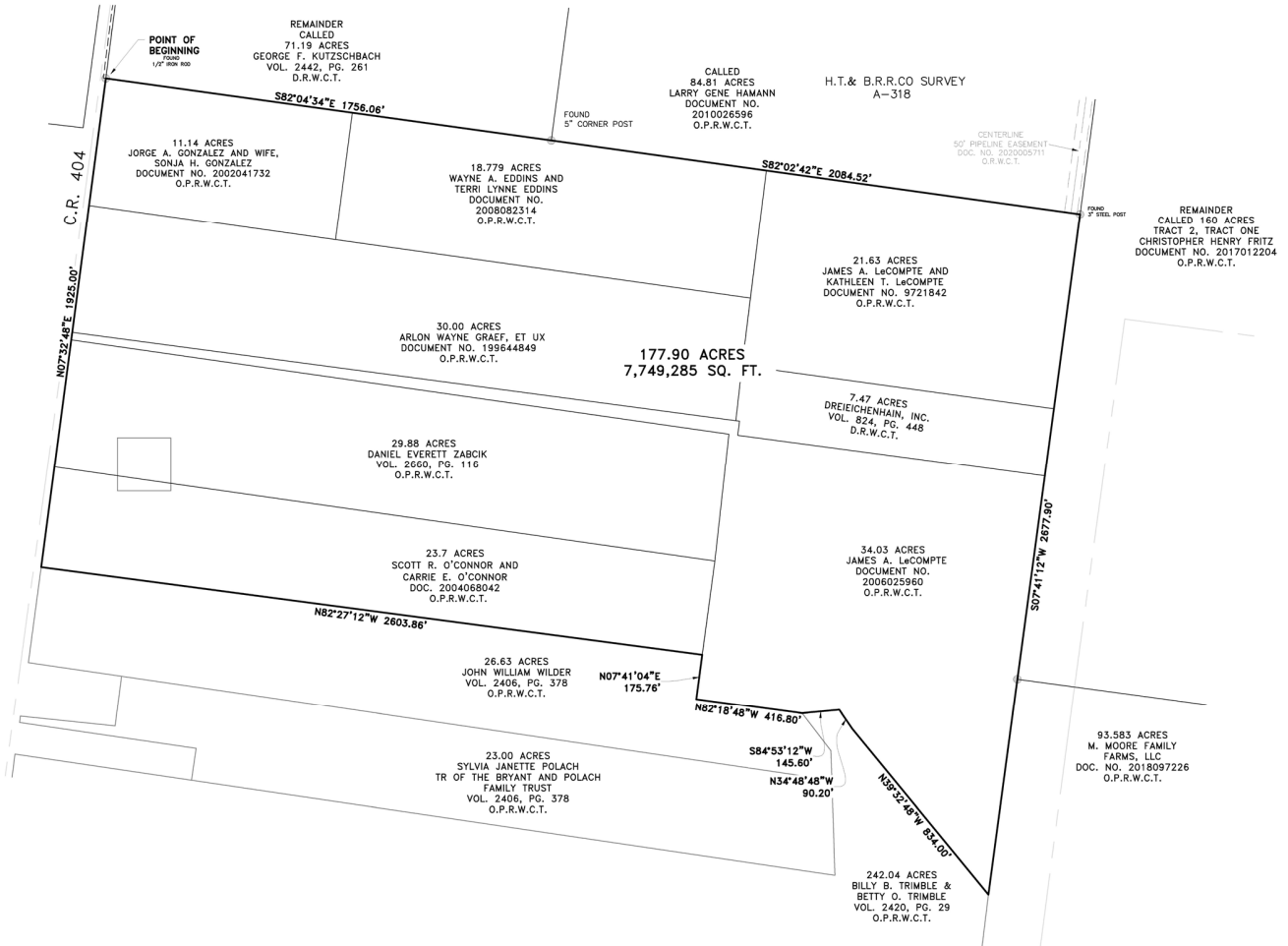


EXHIBIT "A"
Description of the Land

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;

EXHIBIT "A"
Description of the Land

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:

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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Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



08/26/2021

EXHIBIT “B”
Certification

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: _____
Title: _____