

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**TAX ABATEMENT AGREEMENT
AND
AMENDED AND RESTATED
CHAPTER 381 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This Tax Abatement Agreement and Amended and Restated Chapter 381 Economic Development Program and Agreement (the “**Agreement**”) is entered into by and between Williamson County (the “**County**”) and Samsung Austin Semiconductor, LLC, a Delaware limited liability company (the “**Owner**”) (each a “**Party**” and collectively the “**Parties**”), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the Owner owns certain real property in Williamson County, Texas, being further described in **Exhibit “A”** attached hereto (hereinafter, “**Owner’s Land**”); and

WHEREAS, the Owner intends to develop portions of Owner's Land for the Project (hereinafter defined); and

WHEREAS, the City of Taylor, a Texas home rule municipality (the “**City**”), has adopted an ordinance designating a certain area of real property in Williamson County, Texas, being further described in **Exhibit “B”** attached hereto, as Tax Abatement Reinvestment Zone No. 9 (the “**Reinvestment Zone**”), as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code; and

WHEREAS, the County has adopted guidelines for tax abatement that are current under Tax Code Section 312.002(b) (the “**Tax Abatement Guidelines**”); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered by the County as contemplated by the Tax Code; and

WHEREAS, the County has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the County it is in the best interests of the taxpayers for the County to enter into this Agreement in accordance with said Tax Abatement Guidelines and the Tax Code; and

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

WHEREAS, the County Commissioners after a public hearing have found that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements (hereinafter defined) are consistent with encouraging development of the 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 County has found that the Improvements sought are feasible and practicable and would be of benefit to the Premises to be included in the Reinvestment Zone and to the County 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 County Commissioners' Court.

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 the County and the enhancement of the tax base in the County, 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.

"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.

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

"Effective Date" shall mean the day after the full execution hereof by all of the Parties.

"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) the first full tax year following the Owner’s Completion of Construction of a minimum of 6,000,000 square feet of Improvements on Owner’s Land within the Reinvestment Zone; 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 County 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 County or Owner 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 Owner’s Land within the Reinvestment Zone, 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 supporting the operation of the Plants, and (iii) such additional related improvements, including, but not limited to, required parking, landscaping and all other improvements.

“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 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.

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

“Owner’s Land” is defined in the Recitals.

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

“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 by Owner, 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 County 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.

Article II

General Provisions

2.1 Owner intends to construct, or cause to be constructed, Improvements on portions of Owner’s Land that is in the Reinvestment Zone.

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 County.

2.4 The Premises are not owned or leased by any member of the Williamson County Commissioners’ Court.

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

2.6 Owner's Land and the Improvements constructed thereon within the Reinvestment Zone 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 County's Tax Abatement Guidelines that were approved by resolution of the County 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 County 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 during the First Year of Abatement and within the nine (9) calendar years after the First Year of Abatement ("**Phase I**"). For clarity, the parties intend for the abatements under this Agreement to apply only to New Tangible Personal Property owned by Company, or by an assignee of Company that is consented to by County or otherwise permitted under Section 9.9. The County 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 Owner's Land; however, for clarity, this provision is not intended to limit or restrict the rights and obligations under the Chapter 381 Economic Development Program and Agreement between the Parties hereto dated November 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "**381 Agreement**").

Article IV
Phase II Tax Abatement Authorized

4.1 Subject to the terms and conditions of this Agreement, the County grants Owner a tax abatement for New Tangible Personal Property for calendar years ten (10) through nineteen (19) *after* the First Year of Abatement (herein “**Phase II**”).

4.2 Subject to the terms and conditions of this Agreement, the County 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 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 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 II for the twentieth (20th) 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; however, for clarity, this provision is not intended to limit or restrict the rights and obligations under the 381 Agreement.

Article V
Improvements

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

5.2 Owner agrees, subject to delays resulting from one or more events of Force Majeure and/or the actions or omissions of the County, to cause Completion of Construction of 6,000,000 square feet of Improvements by December 31, 2026.

5.3 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.

5.4 The County, 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 If Owner fails to comply with its obligations in Section 5.2 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, (i) no abatement shall be granted for the calendar year the County declares such default; and (ii) the Owner shall, within thirty (30) days after demand, pay to the County the amount of property tax revenue lost in the calendar years preceding such termination which otherwise would have been paid by the Owner to the County 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 County, and does not cure such delinquency within sixty (60) days after written notice from the County (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), and does not cure such breach within the notice and cure periods described in Section 6.2 of this 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 County 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 County 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 County 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 County within thirty (30) days after notice of termination.

6.2 Upon breach by Owner of any of the obligations under this Agreement, the County 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 County 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 County, 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 County, the amount of liquidated damages set forth in Section 6.1, shall become a debt to the County as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The County shall have all remedies for the collection of the abated tax described in Section 6.1 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 Williamson County 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 County 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 County 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 County, to:

Attn: Bill Gravell, Jr.
County Judge
Williamson County
710 Main Street

With a copy to:

Charlie Crossfield
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas

Georgetown, Texas 78626

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 County Commissioners of Williamson County at a meeting authorizing the County Judge to execute this Agreement on behalf of the County.

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 is the entire agreement of the Parties with respect to the tax abatements provided for hereunder. 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 County not to be unreasonably withheld, delayed, or conditioned; provided, however, that Owner may (without the consent of the County) assign this Agreement in its entirety to an Owner Affiliate upon written notice to the County; provided, however, no such assignment

without the County's consent shall be effective as to the County unless and until the County receives a copy of the written assignment that provides for the Owner Affiliate to assume all rights and obligations of Owner set forth in this Agreement.

9.10 Employment of Undocumented Workers. Owner has executed the certification attached hereto as **Exhibit "C."** 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 County as of the date of such violation within 120 days after the date the Owner is notified by the County 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 (Owner Affiliate), or franchisee of Owner or by a person with whom Owner contracts. Owner hereby verifies in accordance with the requirements of Chapters 2271, 2274, and 2274 of the Government Code and subject to applicable law that Owner will not Boycott Israel, does not and will not Boycott Energy Companies, and does not and will not Discriminate Against Firearm Entities or Firearm Trade Associations, as such capitalized terms are defined in such chapters of the Government Code and subject to the provisions of such chapters of the Government Code.

Article X

Amendments to Chapter 381 Agreement

10.1 Authority. The provisions of this Article X are adopted by the County independently of the provisions preceding Article X in this Agreement, and are authorized by Chapter 381 of the Texas Local Government Code. The provisions below are to be interpreted independently of Articles I through IX above which are being adopted under Chapter 312 of the Texas Tax Code.

10.2 Amended and Restated 381 Agreement. That one certain Chapter 381 Economic Development Program and Agreement made and entered into on the 29th day of November, 2021, by and between Williamson County, Texas, a Texas political subdivision (hereinafter referred to as "**County**"), and Samsung Austin Semiconductor, LLC (hereinafter referred to as "**Company**") (the "**Original 381 Agreement**"), is currently in force and there are no defaults thereunder. The Original 381 Agreement is hereby amended, restated, replaced and superseded in its entirety by the Amended and Restated Chapter 381 Economic Development Program and Agreement attached hereto as **Exhibit "D"** (the "**381 Agreement**"). The 381 Agreement is currently in force and there are no defaults thereunder.

[Signature page to follow]

EXECUTED this ____ day of _____ 2023.

WILLIAMSON COUNTY TEXAS

By: Bill Gravell, Jr.
Bill Gravell, Jr. (Oct 11, 2023 14:19 CDT)
Bill Gravell, Jr., County Judge

ATTEST:

By: Nancy E. Rister
Nancy Rister, County Clerk

EXECUTED this 18th day of August 2023.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By: [Signature]
Name: Bonyoung Koo
Title: EVP (president)

EXHIBIT "A"

Land

DESCRIPTION

A 1216.78 Acre (53,002,770 Square Feet), tract of land, lying within the Benjamin J. Survey Abstract 631, the Thomas B. Lee Survey Abstract 800, the Lucius A. Tyler Survey Abstract 632, the H.T.&B.R.R.Co Survey Abstract 315, the H.T.&B.R.R.Co Survey Abstract 318, the GW Tyler Survey Abstract 636, the George N Tyler Survey Abstract 634 and the Jacob Ebberly Survey, Abstract 923, Williamson County, Texas, and being the following tracts conveyed to Samsung Austin Semiconductor, LLC, a portion of a called 100.57 acre tract in Document No. 2021184352, a called 7.19 acre tract in Document No. 2021184013, a called 35.18 acre tract in Document No. 2021183985, a portion of a called 11.02 acre tract in Document No. 2021184141, the remainder of a called 79.36 acre tract, Tract 1 and a portion of a called 159.14 acre tract, Tract 2 both in Document No. 2021184492, a portion of a called 33.62 acre tract, Tract 1, Parcel A, a called 1.85 acre tract, Tract 1, Parcel B, and a called 21.67 acre tract, Tract 2 all three in Document No. 2021184917, a portion of a called 23.58 acre tract in Document No. 2021184841, a called 29.87 acre tract in Document No. 2021183753, a called 29.99 acre tract in Document No. 2021184513, a called 11.18 acre tract in Document No. 2021185096, a called 70.38 acre tract in Document No. 2021184494, a called 61.29 acre tract, Tract 1 and a called 84.06 acre tract, Tract 2 both in Document No. 2021181069, a called 18.92 acre tract in Document No. 2021184843, a called 7.85 acre tract in Document No. 2021184919, a called 0.875 acre tract in Document No. 2021183313, a called 2.00 acre tract in Document No. 2021184507, a called 5.30 acre tract in Document No. 2021184505, a called 140.73 acre tract in Document No. 2021184511, a called 0.93 acre tract in Document No. 2021187920, a called 95.27 acre tract in Document No. 2021184038, a called 164.63 acre tract in Document No. 2021184270, a called 51.57 acre tract in Document No. 2021183993, the remainder of a called 8.43 acre tract in Document No. 2021184854 and a called 14.37 acre tract in Document No. 2022005387, a portion of released County Road 404 in Document No. 2022105501, the remainder of a called 0.81 acre tract (Tract 1) and of a called 0.6145 acre tract (Tract 2) in Document No. 2023019378, all in the Official Public Records of Williamson County, Texas, described As Follows:

COMMEINCING, at a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said 100.57 acre tract and also being the northeastern corner of a called 1.533 acre tract, conveyed to Williamson County, in Document No. 2023019379, in the Official Public Records of Williamson County, Texas;

THENCE, with the eastern line of said 100.57 acre tract and also being the eastern line of said 1.533 acre tract, S 07° 24' 04" W, a distance of 289.50 feet to a calculated point for the southeastern corner of said 1.533 acre tract and also being on the western right of way line of Farm to Market Road 973 (right of way varies), for the **POINT OF BEGINNING** of the herein described tract;

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

1. S 07° 24' 04" W, a distance of 2110.72 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 82° 29' 00" E, a distance of 20.69 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 23' 06" W, passing at a distance of 307.06 feet a TxDOT monument with aluminum cap found for the southeastern corner of said 7.19 acre tract and also being the most eastern northeastern corner of said 35.18 acre tract, in all a total distance of 974.11 feet to a calculated point, being the northeastern corner of a called 52.689 acre tract, conveyed to Williamson County, in Document No. 2023019376, in the Official Public Records of Williamson County, Texas, for the southeastern corner of the herein described tract;

THENCE, over and across said 11.02 acre tract, said 159.14 acre tract, said 33.62 acre tract, said 23.58 acre tract and with northern line of said 52.689 acre tract, N 82° 16' 08" W, a distance of 7676.48 feet to a calculated point on the western line of said 23.58 acre tract and also being on the eastern right of way line of County Road 404 (right of way varies), for the southwestern corner of the herein described tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 23.58 acre tract, said 29.87 acre tract, said 1.85 acre tract, said 29.99 acre tract and said 11.18 acre tract, N 07° 33' 46" E, a distance of 1643.95 feet to a 1/2" iron rod found for the northwestern corner of said 11.18 acre tract, the southwestern corner of said 70.38 acre tract and also being the southeastern corner of said remainder of 0.81 acre tract;

THENCE, over and across County Road 404, with the southern line of said remainder of 0.81 acre tract and said released portion of County Road 404, N 82° 04' 00" W, a distance of 32.30 feet to a calculated point in the approximate center line of said County Road 404;

THENCE, over and across County Road 404, along the approximate center line of said County Road 404, the following two (2) courses and distances:

1. N 07° 37' 22" E, a distance of 1726.19 feet to a calculated point;

2. N 07° 37' 22" E, a distance of 88.30 feet to a calculated point on the northern right-of-way line of County Road 404 and also being the southern line of said 164.63 acre tract;

THENCE, with the southern line of said 164.63 acre tract and also being the northern right-of-way line of said County Road 404, N 82° 01' 09" W, a distance of 234.06 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.63 acre tract and also being an ell corner of the remainder of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said 164.63 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, the following three (3) courses and distances;

1. N 07° 20' 22" E, a distance of 963.95 feet to a post found;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with "SAM SURVEYING" cap found;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.63 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.63 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.63 acre tract, the southeastern corner of said 305.22 acre tract, the northwestern corner of said 61.29 acre tract and also being the southwestern corner of said 51.57 acre tract;

THENCE, with the western line of said 51.57 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a post found for the northwestern corner of said 51.57 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

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

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

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

THENCE, with the southern line of said 1.13 acre tract and of a called 1.50 acre tract, Tract 1 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being the northern line of said remainder of 8.43 acre tract and said remainder of 79.36 acre tract, S 82° 28' 11" E, a distance of 1904.77 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 1.50 acre tract and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract;

THENCE, with the eastern line of said 79.36 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 1947.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.36 acre tract and also being the northeastern corner of said 0.93 acre tract;

THENCE, with the eastern line of said 0.93 acre tract and also being the western line of said 151.17 acre tract, S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for the southeastern corner of said 0.93 acre tract, the southwestern corner of said 151.17 acre tract and also being on the northern line of said 140.73 acre tract;

THENCE, with the northern line of said 140.73 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said 140.73 acre tract and also

being the northwestern corner of the remainder of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said 140.73 acre tract and said 14.37 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
5. S 07° 48' 15" W, passing at a distance of 1626.42 feet, the most southern southeastern corner of said 14.37 acre tract, being on the northern line of said 100.57 acre tract, and also being the northwestern corner of said 1.533 acre tract, in all a total distance of 1702.42 feet to a calculated point for the southwestern corner of said 1.533 acre tract;

THENCE, with the southern line of said 1.533 acre tract and over and across said 100.57 acre tract, the following two (2) courses and distances;

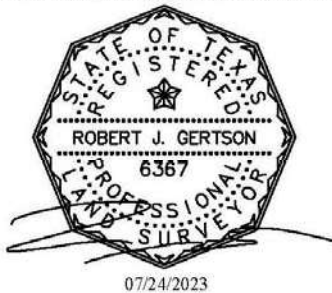
1. S 82° 09' 51" E, a distance of 743.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 06° 49' 16" E, a distance of 220.67 feet to the **POINT OF BEGINNING**.

Containing 1216.78 acres or 53,002,770 square feet, more or less.

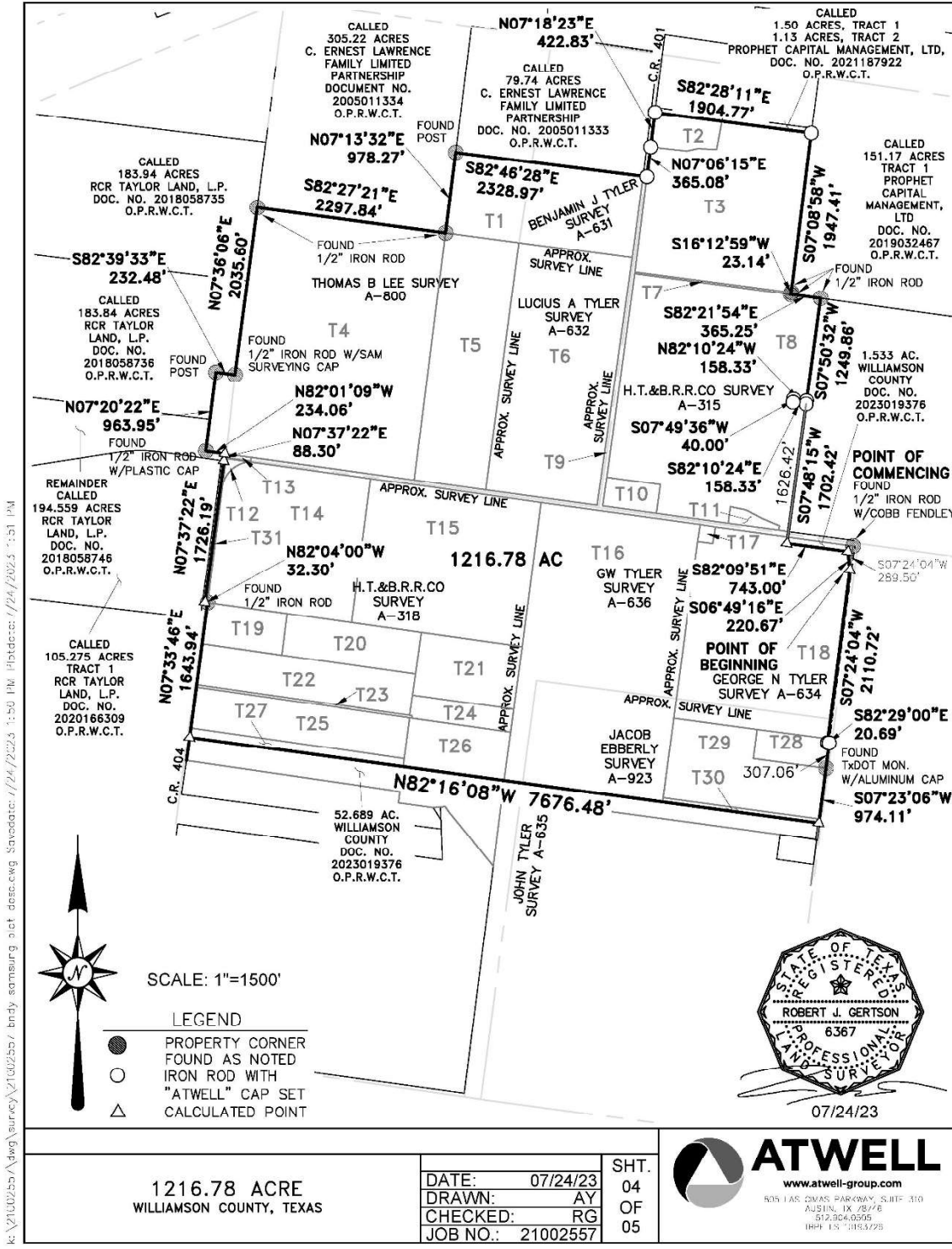
BEARING BASIS NOTE

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



07/24/2023



k:\21002557\dwg\survey\21002557.bndy samsung auct dasc.cwg Savedate: 1/24/2023 1:50 PM Htdate: 1/24/2023 1:51 PM

(T1) CALLED 51.57 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021183993 O.P.R.W.C.T.	(T2) CALLED 8.43 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184854 O.P.R.W.C.T.	(T3) CALLED 79.36 ACRES, TRACT 1 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184492 O.P.R.W.C.T.	(T4) CALLED 164.63 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184270 O.P.R.W.C.T.
(T5) CALLED 61.29 ACRES, TRACT 1 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021181069 O.P.R.W.C.T.	(T6) CALLED 95.27 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184038 O.P.R.W.C.T.	(T7) CALLED 0.93 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021187920 O.P.R.W.C.T.	(T8) CALLED 140.73 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184511 O.P.R.W.C.T.
(T9) CALLED 14.37 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2022005387 O.P.R.W.C.T.	(T10) CALLED 5.30 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184505 O.P.R.W.C.T.	(T11) CALLED 2.00 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184507 O.P.R.W.C.T.	(T12) CALLED 0.6145 AC. TRACT 2 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2023019378 O.P.R.W.C.T.
(T13) CALLED PORTION CR 404 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2022105501 O.P.R.W.C.T.	(T14) CALLED 70.38 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184494 O.P.R.W.C.T.	(T15) CALLED 84.06 ACRES, TRACT 2 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021181069 O.P.R.W.C.T.	(T16) CALLED 159.14 ACRES, TRACT 2 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184492 O.P.R.W.C.T.
(T17) CALLED 0.875 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021183313 O.P.R.W.C.T.	(T18) CALLED 100.57 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184352 O.P.R.W.C.T.	(T19) CALLED 11.18 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021185096 O.P.R.W.C.T.	(T20) CALLED 18.92 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184843 O.P.R.W.C.T.
(T21) CALLED 21.67 ACRES, TRACT 2, SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184917 O.P.R.W.C.T.	(T22) CALLED 29.99 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184513 O.P.R.W.C.T.	(T23) CALLED 1.85 ACRES, TRACT 1, PARCEL B SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184917 O.P.R.W.C.T.	(T24) CALLED 7.85 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184919 O.P.R.W.C.T.
(T25) CALLED 29.87 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021183753 O.P.R.W.C.T.	(T26) CALLED 33.62 ACRES, TRACT 1, PARCEL A SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184917 O.P.R.W.C.T.	(T27) CALLED 23.58 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184841 O.P.R.W.C.T.	(T28) CALLED 7.19 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184013 O.P.R.W.C.T.
(T29) CALLED 35.18 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021183985 O.P.R.W.C.T.	(T30) CALLED 11.02 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184141 O.P.R.W.C.T.	(T31) CALLED PORTION OF 0.81 AC. TRACT 1 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2023019378 O.P.R.W.C.T.	

1216.78 ACRE
WILLIAMSON COUNTY, TEXAS

DATE:	07/24/23
DRAWN:	AY
CHECKED:	RG
JOB NO.:	21002557

SHT.
05
OF
05



EXHIBIT “B”

Reinvestment Zone

DESCRIPTION

A 1268.23 Acre (55,244,173 Square Feet), tract of land, lying within the Benjamin J. Survey Abstract 631, the Thomas B. Lee Survey Abstract 800, the Lucius A. Tyler Survey Abstract 632, the H.T.&B.R.R.Co Survey Abstract 315, the H.T.&B.R.R.Co Survey Abstract 318, the GW Tyler Survey Abstract 636, the George N Tyler Survey Abstract 634 and the Jacob Eberly Survey, Abstract 923, Williamson County, Texas, and being all of the following tracts conveyed to Samsung Austin Semiconductor, LLC, a called 100.57 acre tract in Document No. 2021184352, a called 7.19 acre tract in Document No. 2021184013, a called 35.18 acre tract in Document No. 2021183985, a called 11.02 acre tract in Document No. 2021184141, the remainder of a called 79.36 acre tract, Tract 1 and a called 159.14 acre tract, Tract 2 both in Document No. 2021184492, a called 33.62 acre tract, Tract 1, Parcel A, a called 1.85 acre tract, Tract 1, Parcel B, and a called 21.67 acre tract, Tract 2 all three in Document No. 2021184917, a called 23.58 acre tract in Document No. 2021184841, a called 29.87 acre tract in Document No. 2021183753, a called 29.99 acre tract in Document No. 2021184513, a called 11.18 acre tract in Document No. 2021185096, a called 70.38 acre tract in Document No. 2021184494, a called 61.29 acre tract, Tract 1 and a called 84.06 acre tract, Tract 2 both in Document No. 2021181069, a called 18.92 acre tract in Document No. 2021184843, a called 7.85 acre tract in Document No. 2021184919, a called 0.875 acre tract in Document No. 2021183313, a called 2.00 acre tract in Document No. 2021184507, a called 5.30 acre tract in Document No. 2021184505, a called 140.73 acre tract in Document No. 2021184511, a called 0.93 acre tract in Document No. 2021187920, a called 95.27 acre tract in Document No. 2021184038, a called 164.63 acre tract in Document No. 2021184270, a called 51.57 acre tract in Document No. 2021183993, the remainder of a called 8.43 acre tract in Document No. 2021184854 and a portion of a called 15.23 acre tract in Document No. 2021189911 all in the Official Public Records of Williamson County, Texas, described As Follows:

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

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

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

THENCE, with the southern line of said 11.02 acre tract and said 159.14 acre tract and also being the northern line of a called 93.583 acre tract conveyed to M. Moore Family Farms, LLC in Document No. 2018097226, Official Public Records of Williamson County, Texas, N 82° 16' 01" W, passing at a distance of 1907.29 feet a 1/2" iron rod found for the southwestern corner of said 11.02 acre tract and also being the southeastern corner of said 159.14 acre tract, in all a total distance of 3840.55 feet to a 1/2" iron rod found for the southwestern corner of said 159.14 acre tract, the northwestern corner of said 93.583 acre tract and also being on the eastern line of said 33.62 acre tract;

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

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

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

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

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

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

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

1. N 07° 17' 54" E, a distance of 1440.52 feet to a 1/2" iron rod with "ATWELL LLC" cap set, for the point of curvature of a curve to the right;
2. With said curve to the right, an arc distance of 464.06 feet, having a radius of 370.00 feet, an angle of 71° 51' 43", and a chord bearing N 50° 50' 35" E, a distance of 434.24 feet a 1/2" iron rod with "KC ENG" cap found for the most eastern northwestern corner of said 70.38 acre tract and also being the most southern southwestern corner of said 14.37 acre tract;

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

THENCE, with the southern line of said 164.63 acre tract and also being the northern right-of-way line of said County Road 404, N 82° 01' 09" W, a distance of 555.93 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.63 acre tract and also being an ell corner of the remainder of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said 164.63 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, the following three (3) courses and distances;

1. N 07° 20' 22" E, a distance of 963.95 feet to a post found;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with "SAM SURVEYING" cap found;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.63 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.63 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.63 acre tract, the southeastern corner of said 305.22 acre tract, the northwestern corner of said 61.29 acre tract and also being the southwestern corner of said 51.57 acre tract;

THENCE, with the western line of said 51.57 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a post found for the northwestern corner of said 51.57 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

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

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

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

THENCE, with the southern line of said 1.13 acre tract and of a called 1.50 acre tract, Tract 1 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being the northern line of said remainder of 8.43 acre tract and said remainder of 79.36 acre tract, S 82° 28' 11" E, a distance of 1904.77 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 1.50 acre tract and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract;

THENCE, with the eastern line of said 79.36 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 1947.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.36 acre tract and also being the northeastern corner of said 0.93 acre tract;

THENCE, with the eastern line of said 0.93 acre tract and also being the western line of said 151.17 acre tract, S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for the southeastern corner of said 0.93 acre tract, the southwestern corner of said 151.17 acre tract and also being on the northern line of said 140.73 acre tract;

THENCE, with the northern line of said 140.73 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said 140.73 acre tract and also being the northwestern corner of the remainder of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said 140.73 acre tract and said 14.37 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
5. S 07° 48' 15" W, a distance of 1626.42 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the most southern southeastern corner of said 14.37 acre tract, being on the northern line of said 100.57 acre tract and also being on the southern right of way line of County Road 404 (right of way varies);

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

Containing 1268.23 acres or 55,244,173 square feet, more or less.

BEARING BASIS NOTE

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

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



12/30/2021

Page 3 of 3



EXHIBIT "C"

Certification Regarding Employment of Undocumented Aliens

Samsung Austin Semiconductor, LLC, a Delaware limited liability company (the "**Company**") hereby certifies to Williamson County, Texas 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: Bonyoung Koo
Title: EVP (President)
Date: 8/18/2023

EXHIBIT “D”
Amended and Restated 381 Agreement

**WILLIAMSON COUNTY AND SAMSUNG AUSTIN SEMICONDUCTOR, LLC
AMENDED AND RESTATED
CHAPTER 381 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This **AMENDED AND RESTATED CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (this "**Agreement**") is made and entered into by and between **WILLIAMSON COUNTY** (hereinafter referred to as "**County**"), a Texas political subdivision, and **SAMSUNG AUSTIN SEMICONDUCTOR, LLC** (hereinafter referred to as "**Company**"), as of the ____ day of _____, 2023 (the "**Effective Date**") for the purposes and considerations stated below:

WHEREAS, the Company desires to invest in excess of \$17 billion dollars in land, buildings, equipment and other personal business property in Williamson County, Texas over the term of this Agreement; and

WHEREAS, the Company desires to enter into this Agreement pursuant to Chapter 381 of the Texas Local Government Code (hereinafter referred to as "**Chapter 381**"); and

WHEREAS, the County desires to provide, pursuant to Chapter 381, an incentive to Company to locate in Williamson County, Texas, and

WHEREAS, the County has the authority under Chapter 381 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the County; and

WHEREAS, the County determines that the grants as specified herein to Company will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the County; and

WHEREAS, the Company has acquired certain real property located in Williamson County, Texas that is described on **Exhibit "A"** attached hereto (the "**Land**"), to construct thereon buildings and other real estate improvements (the "**Facilities**"); and

WHEREAS, the Company intends to create up to 1,800 Full-Time Equivalent Jobs (as defined below) during the Term (as defined below) which will encourage increased economic development in the County, provide significant increases in the County's tax revenues, and improve the County's ability to provide for the health, safety and welfare of its citizens (the "**Purpose**") (the Property, the Full-Time Equivalent Jobs and the Purpose are collectively referred to herein as the "**Project**"); and

WHEREAS, the County has concluded and hereby finds that this Agreement clearly promotes economic development in the County and, as such, meets the requisites under Chapter 381 of the Texas Local Government Code and further, is in the best interests of the County.

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

SECTION 1. TERM.

The “**Term**” of this Agreement shall be ten (10) full tax years commencing on the earlier of (a) January 1, 2024 or (b) first full tax year following the Company’s Completion of Construction for a minimum of 6,000,000 square feet of Facilities on the Land (such earlier date being the “**Commencement Date**”); provided, however, that 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 County 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. A second ten (10) year extension of the Term shall be granted if the Company meets certain conditions specified herein.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) Ad Valorem Taxes. The words “**Ad Valorem Taxes**” shall mean all those real property ad valorem taxes which are required to be paid to the County based on the assessed value of the Property. Ad Valorem Taxes include those taxes paid into the County Operation and Maintenance Fund and the County Debt Fund, but specifically excludes the payment into the County Road and Bridge Fund.

(b) Agreement. The word “**Agreement**” means this Amended and Restated Chapter 381 Economic Development Program and Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(c) Company. The word “**Company**” means Samsung Austin Semiconductor, LLC. For the purposes of this Agreement, including the address for sending notice, Company’s address is 12100 Samsung Blvd., Austin Texas 78754.

(d) Completion of Construction. The term “**Completion of Construction**” shall mean, as to a particular portion of Facilities, that: (i) the construction of the relevant portion of Facilities has been substantially completed; or (ii) a temporary or final certificate of occupancy has been issued by the City of Taylor for the occupancy of the relevant portion of the Facilities by the Company.

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

(f) County. The word “**County**” means Williamson County, Texas. For purposes of this Agreement, including the address for sending notice, County’s address is 710 Main Street, Suite 101, Georgetown, TX 78626.

(g) Facilities. The word “**Facilities**” is defined in the Recitals.

(h) Full-Time Equivalent Job. The words “**Full-Time Equivalent Job**” mean a job filled by an individual who must work for a period of not less than forty (40) hours per week or if less than forty (40) hours a week, the number of hours per week that the Company represents to be in accordance with its designated full-time employment policy as of the reporting year.

(i) Grant. The word “**Grant**” means a payment to Company under the terms of this Agreement computed with reference to the Ad Valorem Taxes paid to the County by the Company for the Property, and payable from the County’s Operation and Maintenance Fund and County Debt Fund in the amount set forth in Section 4 below.

(j) Grant Submittal Package. The words “**Grant Submittal Package**” mean the documentation required to be supplied to County as further described in Section 3 below as a condition of receipt of any Grant.

(k) Land. The word “**Land**” shall mean the real property as described in **Exhibit “A”**.

(l) Program. The word “**Program**” refers to the adoption of this Economic Development Program as called for in Section 381.004 of the Texas Local Government Code.

(m) Project. The word “**Project**” shall have the meaning described in the Recitals above.

(n) Property. The word “**Property**” means, collectively, (i) all of the Land and (ii) those parts of the Facilities that are owned by Company, or by an assignee of Company that is consented to by County or otherwise permitted under Section 8(c).

(o) Purpose. The word “**Purpose**” shall have the meaning described in the Recitals above.

(p) Tax Abatement Agreement. The term “Tax Abatement Agreement” shall mean that certain Tax Abatement Agreement between the County and Owner.

(q) Term. The word “**Term**” means the term of this Agreement set forth in Section 1 above.

(r) WCAD. The term “**WCAD**” refers to the Williamson County Central Appraisal District.

SECTION 3. OBLIGATIONS OF COMPANY.

During the Term, Company shall comply with the following terms and conditions:

(a) Company agrees, subject to delays resulting from one or more events of Force Majeure and/or the actions or omissions of the County, to cause Completion of Construction of 6,000,000 square feet of Facilities by December 31, 2026.

(b) In the event the Company fails to cause Completion of Construction for a minimum square footage of Facilities as described above, subject to Force Majeure and/or the actions or omissions of the County, or if Company discontinues the operation of the Facilities for any reason for more than 180 consecutive days (and in the event of a major equipment repair or retooling the County and the Company shall work to mutually agree to the allowable period of nonoperation), then the County may terminate this Agreement after provision of written notice to Company pursuant to the notice provisions in this Agreement and the Company's failure to cure within the applicable cure period.

(c) The Company agrees to create a total of 1,800 Full-Time Equivalent Jobs, which shall include the initial Full-Time Equivalent Jobs, as follows:

(1) Company shall create an initial 300 Full-Time Equivalent Jobs by the second anniversary of the commencement of the Term;

(2) Company shall create an additional 600 Full-Time Equivalent Jobs by the fifth anniversary of the commencement of the Term for a cumulative total of 900 Full-Time Equivalent Jobs; and

(3) Company shall create an additional 900 Full-Time Equivalent Jobs by the seventh anniversary of the commencement of the Term for a cumulative total of 1,800 Full-Time Equivalent Jobs.

Failure of Company to provide the required number of Full-Time Equivalent Jobs at any applicable anniversary of the commencement of the Term shall not be considered an Event of Default unless the number of Full-Time Equivalent Jobs actually provided is less than 70% of the required number. If the actual number of Full-Time Equivalent Jobs is at least 70% of the required number, the percentage of the applicable Grant will be reduced by the same percentage that the actual number of Full-Time Equivalent Jobs bears to the required number of Full-Time Equivalent Jobs.

For clarity, any Full-Time Equivalent Jobs created since the effective date of the Original 381 Agreement (as defined below) shall be counted toward the obligations hereunder to create, fill and/or maintain Full-Time Equivalent Jobs. For further clarity, the obligations to create, fill and/or maintain Full-Time Equivalent Jobs may be satisfied through the employment of individuals by Company and/or any Company Affiliate, so long as the relevant employee is assigned to work at the Facilities upon the completion of the Facilities, and a Full-Time Equivalent Job will be deemed to have been created and filled for purposes of this Agreement by the transfer of an employee from the Company's or a Company Affiliate's facility in Austin, Texas, to the Facilities.

(d) If the Company has not satisfied the requirements and conditions described in paragraphs (a), (b), and (c) above at the end of any year during the Term, Company shall have an automatic cure period as set forth in Section 5(a).

(e) Commencing on the 1st day of March that occurs after the first full year of the Term, and on or before the 1st day of March of each subsequent calendar year during the Term, Company agrees to submit a Grant Submittal Package to County as follows:

(1) Evidence reasonably acceptable to County that Company has paid by January 31st all Ad Valorem Taxes due for the previous tax year;

(2) If Company was required to create Full-Time Equivalent Jobs in the previous year pursuant to this Agreement, the Company shall provide to County an affidavit stating the total number of Full-Time Equivalent Jobs which are filled by the Company as of December 31 of the previous year before the date of the submittal of the Grant Submittal Package.

(3) Unless otherwise agreed by County and Company, each Grant Submittal Package shall be in a form as reasonably approved by the County and delivered to Company upon execution of this Agreement. If Company fails to timely submit a Grant Submittal Package for a particular year, then County shall give Company written notice of Company's failure to timely submit such Grant Submittal Package, and Company shall have thirty (30) calendar days calculated from the date on which such written notice is given in which to submit such Grant Submittal Package.

(f) Company agrees to cooperate with the City of Taylor and the Taylor ISD to hire a minimum of 24 teenagers as interns after the second year of operation during the Term.

SECTION 4. OBLIGATIONS OF COUNTY.

During the Term and so long as an Event of Default has not occurred and is continuing as set forth in this Agreement (provided, however, an Event of Default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure periods as set forth herein), County will comply with the following terms and conditions:

(a) For each tax year during the Term and beginning in the first tax year of the Term, a Grant in an amount equal to 90% of the Ad Valorem Taxes paid by the Company on the Property shall be reimbursed by County to Company on an annual basis upon Company's satisfaction of the requirements of this Agreement. For clarity, the parties intend for the Grants under this Agreement to apply only to Ad Valorem Taxes on Property owned by Company, or by an assignee of Company that is consented to by County or otherwise permitted under Section 8(c). County agrees to process any Grant to be paid to Company within sixty (60) days after the date of approval by County of the Grant Submittal Package.

(b) A ten (10) year extension of the Term will be granted to the Company after the expiration of the first ten (10) years of the Term if the Company has complied with the terms and conditions of this Agreement and has caused Completion of Construction of six (6) million square feet or more of Facilities on the Land. The Grant for the second ten (10) years of the Term will be in an amount equal to 85% of the Ad Valorem Taxes paid by the Company on the Property on an annual basis upon Company's continuing compliance with the applicable conditions stated in this Agreement.

(c) The above-described Grant shall be paid throughout the Term so long as Company complies with the terms and condition of this Agreement. Upon final payment of the Grant, this Agreement shall terminate, and neither County nor Company shall have any further obligations hereunder. All future Ad Valorem Taxes thereafter required to be paid by Company to County

shall be retained in full by County, as such may be determined subject to any of Company's rights to challenge or reduce such Ad Valorem Taxes as may exist at such time, or from time to time thereafter.

(d) Company agrees that it is the sole obligation of Company to present satisfactory evidence to County that all due and owing Ad Valorem Taxes have actually been paid to County. If for any reason, the County is unable to verify that the Ad Valorem Taxes were paid to County, County is under no obligation to tender the Grant to Company. County's determination as to the payment of the Grant to Company is final, but shall not be unreasonable.

(e) If Company files a Notice of Protest regarding Ad Valorem Taxation valuations with WCAD, County reserves the option of withholding Grant payments until the protested matters are resolved.

(f) County, acting through its County Judge or his designee, agrees to act as a county-wide liaison with other governmental entities and public utilities, through the construction phase of the Project and thereafter.

(g) Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company and the obligation of Company to repay the Grants pursuant to Section 7 hereof, the County agrees to provide Company with the Tax Abatement Shortfall Grants (hereinafter defined) as set forth in this Section. The County 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 calendar years ten (10) through nineteen (19) after the First Year of Abatement determine the total amount of County 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 an abatement of Eighty-Five percent (85%) ("**Equivalent Determination**"). If, in any such year the amount of the County 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 County 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 County or from such other funds of the County 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). Notwithstanding any earlier expiration of this Agreement, the obligation to make Tax Abatement Shortfall Grants under this Section 4(g) shall survive until all required Tax Abatement Shortfall Grants have been made.

SECTION 5. EVENTS OF DEFAULT; TERMINATION WITH DEFAULT

Each of the following shall constitute an event of default under this Agreement ("**Event of Default**"):

(a) Failure to locate the Facilities on the Property based on the terms and conditions as provided in this Agreement or to provide the required number of Full-Time Equivalent Jobs according to the requirements of this Agreement. County shall notify Company in writing of such Event of Default. Company shall have ninety (90) days after receipt of such notice to cure the

Event of Default. If the default cannot reasonably be cured within such (90) day period, and the Company has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the County shall extend the period in which the default must be cured for an additional sixty (60) days. Failure to cure within the applicable cure period may result in the termination of this Agreement by County sending written notice thereof to Company that County's and Company's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein).

(b) The dissolution or termination of Company's existence as an active business or concern, Company's insolvency, appointment of receiver for any part of Company's assets, any assignment of all or substantially all of the assets of Company for the benefit of creditors of Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

(c) The failure of Company to pay Ad Valorem Taxes required to be paid to County.

(d) The failure of County to pay all or any portion of a Grant to Company when due and owing under the terms of the Agreement. Company shall notify County in writing of such Event of Default. County shall have thirty (30) days after receipt of such notice to cure the Event of Default and failure to do so may result in the termination of this Agreement by Company sending written notice thereof to County that Company's and County's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein); provided, however that Company may pursue such remedies available to it by law or equity, including, specific performance.

(e) If Company shall fail to perform any obligation that does not have an express cure period under this Agreement, then Company shall have thirty (30) days after receipt of the notice of default from County to cure the Event of Default, and failure to do so may result in the termination of this Agreement by County sending written notice thereof to Company that County's and Company's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein). In the event the default cannot be cured in the time allotted in this Agreement the County may extend the cure period on good cause shown and diligent pursuit of a remediation plan by Company.

SECTION 6. TERMINATION OF AGREEMENT BY COUNTY WITHOUT DEFAULT.

County may terminate this Agreement without an Event of Default, effective immediately, if any state or federal statute, regulation, case law, or other law renders this Agreement illegal, including any case law holding that Chapter 381 Economic Development Agreement grants, such as the Grant included in this Agreement, are deemed to be unconstitutional debt.

SECTION 7. GRANT RECAPTURE.

In the event of an Event of Default by Company which is not cured within the time periods set forth in Section 5 or in the otherwise additional time allowed by County as Company's total cure period, and upon termination by County of this Agreement as set forth above, County may

recapture and collect from Company the amount(s) of Grants already paid by County to Company for three (3) years directly preceding the date of the notice of default. Company shall pay to County the foregoing amount(s) within thirty (30) days after the County makes written demand for same. No further Grants shall then be payable to Company and this Agreement shall be of no further force or effect.

In addition to other available remedies under law and equity, the County shall have all remedies for the collection of the amount(s) of the three (3) years of Grants as provided generally in the Texas Tax Code for the collection of delinquent Ad Valorem Taxes other than penalties and interest.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.

(c) Assignment. Company understands and agrees that the County expressly prohibits Company from selling, transferring, assigning or conveying in any way any rights to receive the Grant without the County's prior written consent; provided however, that Company may collaterally assign this Agreement to a lender or investor financing the Facilities with 30 days' advance written notice to County; and provided however, that Company may (without the consent of the County) assign this Agreement in its entirety to a Company Affiliate upon written notice to the County on the condition that no such assignment without the County's consent shall be effective as to the County unless and until the County receives a copy of the written assignment that provides for the Company Affiliate to assume all rights and obligations of Company set forth in this Agreement.

(d) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. County warrants and represents that the individual executing this Agreement on behalf of County has full authority to execute this Agreement and bind County to the same. Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) Execution of Agreement. The Commissioners Court shall authorize the County Judge to execute this Agreement on behalf of County.

(g) Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, pandemic, acts of God, inclement weather, fire or other casualty, or court injunction or other event outside of the reasonable control of the affected party (“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 requirement shall be extended for a period of time equal to the period such party was delayed.

(h) Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above in Section 2. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

(i) Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(j) Sovereign Immunity. Except as such waiver may otherwise be specifically provided for to the contrary under Texas statutes or controlling case law, no party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(k) Prior Agreements. This Agreement amends, restates, replaces and supersedes the prior Chapter 381 Economic Development Program and Agreement between the Parties hereto dated November 29, 2021 (the “**Original 381 Agreement**”).

(Signatures on the following pages)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

COMPANY:

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By: 
Name: Banyoung Koo
Title: EVP (president)
Date: 8/18/2023

COUNTY:

COUNTY OF WILLIAMSON, TEXAS

By: _____
Bill Gravell, Jr., County Judge
Date: _____

Attest:

By: _____
Nancy Rister, County Clerk

EXHIBIT “A”
Description of Land

DESCRIPTION

A 1216.78 Acre (53,002,770 Square Feet), tract of land, lying within the Benjamin J. Survey Abstract 631, the Thomas B. Lee Survey Abstract 800, the Lucius A. Tyler Survey Abstract 632, the H.T.&B.R.R.Co Survey Abstract 315, the H.T.&B.R.R.Co Survey Abstract 318, the GW Tyler Survey Abstract 636, the George N Tyler Survey Abstract 634 and the Jacob Ebberly Survey, Abstract 923, Williamson County, Texas, and being the following tracts conveyed to Samsung Austin Semiconductor, LLC, a portion of a called 100.57 acre tract in Document No. 2021184352, a called 7.19 acre tract in Document No. 2021184013, a called 35.18 acre tract in Document No. 2021183985, a portion of a called 11.02 acre tract in Document No. 2021184141, the remainder of a called 79.36 acre tract, Tract 1 and a portion of a called 159.14 acre tract, Tract 2 both in Document No. 2021184492, a portion of a called 33.62 acre tract, Tract 1, Parcel A, a called 1.85 acre tract, Tract 1, Parcel B, and a called 21.67 acre tract, Tract 2 all three in Document No. 2021184917, a portion of a called 23.58 acre tract in Document No. 2021184841, a called 29.87 acre tract in Document No. 2021183753, a called 29.99 acre tract in Document No. 2021184513, a called 11.18 acre tract in Document No. 2021185096, a called 70.38 acre tract in Document No. 2021184494, a called 95.27 acre tract, Tract 1 and a called 84.06 acre tract, Tract 2 both in Document No. 2021181069, a called 18.92 acre tract in Document No. 2021184843, a called 7.85 acre tract in Document No. 2021184919, a called 0.875 acre tract in Document No. 2021183313, a called 2.00 acre tract in Document No. 2021184507, a called 5.30 acre tract in Document No. 2021184505, a called 140.73 acre tract in Document No. 2021184511, a called 0.93 acre tract in Document No. 2021187920, a called 95.27 acre tract in Document No. 2021184038, a called 164.63 acre tract in Document No. 2021184270, a called 51.57 acre tract in Document No. 2021183993, the remainder of a called 8.43 acre tract in Document No. 2021184854 and a called 14.37 acre tract in Document No. 2022005387, a portion of released County Road 404 in Document No. 2022105501, the remainder of a called 0.81 acre tract (Tract 1) and of a called 0.6145 acre tract (Tract 2) in Document No. 2023019378, all in the Official Public Records of Williamson County, Texas, described As Follows:

COMMEINCING, at a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said 100.57 acre tract and also being the northeastern corner of a called 1.533 acre tract, conveyed to Williamson County, in Document No. 2023019379, in the Official Public Records of Williamson County, Texas;

THENCE, with the eastern line of said 100.57 acre tract and also being the eastern line of said 1.533 acre tract, S 07° 24' 04" W, a distance of 289.50 feet to a calculated point for the southeastern corner of said 1.533 acre tract and also being on the western right of way line of Farm to Market Road 973 (right of way varies), for the **POINT OF BEGINNING** of the herein described tract;

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

1. S 07° 24' 04" W, a distance of 2110.72 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 82° 29' 00" E, a distance of 20.69 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 23' 06" W, passing at a distance of 307.06 feet a TxDOT monument with aluminum cap found for the southeastern corner of said 7.19 acre tract and also being the most eastern northeastern corner of said 35.18 acre tract, in all a total distance of 974.11 feet to a calculated point, being the northeastern corner of a called 52.689 acre tract, conveyed to Williamson County, in Document No. 2023019376, in the Official Public Records of Williamson County, Texas, for the southeastern corner of the herein described tract;

THENCE, over and across said 11.02 acre tract, said 159.14 acre tract, said 33.62 acre tract, said 23.58 acre tract and with northern line of said 52.689 acre tract, N 82° 16' 08" W, a distance of 7676.48 feet to a calculated point on the western line of said 23.58 acre tract and also being on the eastern right of way line of County Road 404 (right of way varies), for the southwestern corner of the herein described tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 23.58 acre tract, said 29.87 acre tract, said 1.85 acre tract, said 29.99 acre tract and said 11.18 acre tract, N 07° 33' 46" E, a distance of 1643.95 feet to a 1/2" iron rod found for the northwestern corner of said 11.18 acre tract, the southwestern corner of said 70.38 acre tract and also being the southeastern corner of said remainder of 0.81 acre tract;

THENCE, over and across County Road 404, with the southern line of said remainder of 0.81 acre tract and said released portion of County Road 404, N 82° 04' 00" W, a distance of 32.30 feet to a calculated point in the approximate center line of said County Road 404;

THENCE, over and across County Road 404, along the approximate center line of said County Road 404, the following two (2) courses and distances:

1. N 07° 37' 22" E, a distance of 1726.19 feet to a calculated point;

2. N 07° 37' 22" E, a distance of 88.30 feet to a calculated point on the northern right-of-way line of County Road 404 and also being the southern line of said 164.63 acre tract;

THENCE, with the southern line of said 164.63 acre tract and also being the northern right-of-way line of said County Road 404, N 82° 01' 09" W, a distance of 234.06 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.63 acre tract and also being an ell corner of the remainder of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said 164.63 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, the following three (3) courses and distances;

1. N 07° 20' 22" E, a distance of 963.95 feet to a post found;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with "SAM SURVEYING" cap found;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.63 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.63 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.63 acre tract, the southeastern corner of said 305.22 acre tract, the northwestern corner of said 61.29 acre tract and also being the southwestern corner of said 51.57 acre tract;

THENCE, with the western line of said 51.57 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a post found for the northwestern corner of said 51.57 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

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

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

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

THENCE, with the southern line of said 1.13 acre tract and of a called 1.50 acre tract, Tract 1 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being the northern line of said remainder of 8.43 acre tract and said remainder of 79.36 acre tract, S 82° 28' 11" E, a distance of 1904.77 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 1.50 acre tract and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract;

THENCE, with the eastern line of said 79.36 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 1947.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.36 acre tract and also being the northeastern corner of said 0.93 acre tract;

THENCE, with the eastern line of said 0.93 acre tract and also being the western line of said 151.17 acre tract, S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for the southeastern corner of said 0.93 acre tract, the southwestern corner of said 151.17 acre tract and also being on the northern line of said 140.73 acre tract;

THENCE, with the northern line of said 140.73 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said 140.73 acre tract and also

being the northwestern corner of the remainder of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said 140.73 acre tract and said 14.37 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
5. S 07° 48' 15" W, passing at a distance of 1626.42 feet, the most southern southeastern corner of said 14.37 acre tract, being on the northern line of said 100.57 acre tract, and also being the northwestern corner of said 1.533 acre tract, in all a total distance of 1702.42 feet to a calculated point for the southwestern corner of said 1.533 acre tract;

THENCE, with the southern line of said 1.533 acre tract and over and across said 100.57 acre tract, the following two (2) courses and distances;

1. S 82° 09' 51" E, a distance of 743.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 06° 49' 16" E, a distance of 220.67 feet to the **POINT OF BEGINNING**.

Containing 1216.78 acres or 53,002,770 square feet, more or less.

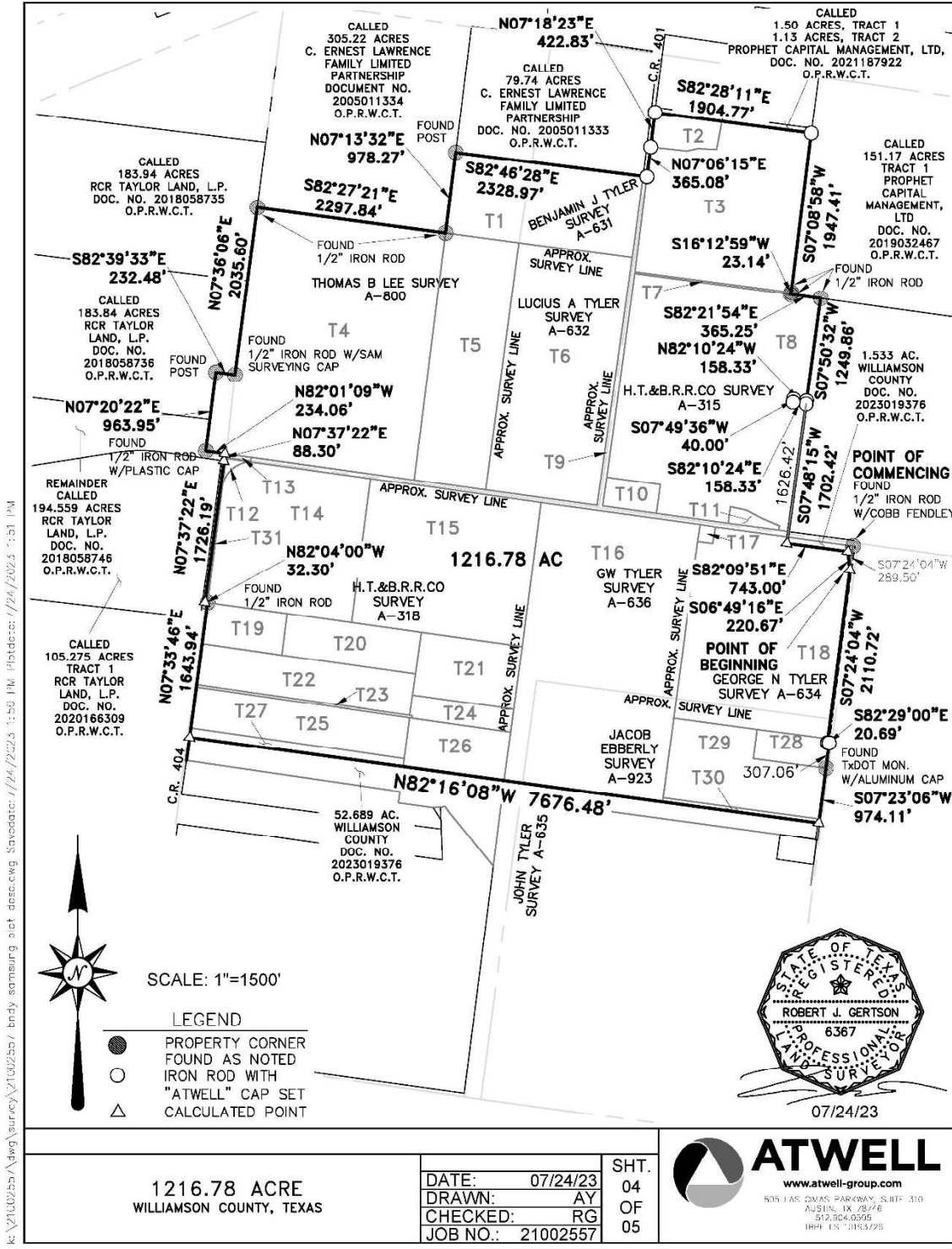
BEARING BASIS NOTE

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



07/24/2023



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1216.78 ACRE
WILLIAMSON COUNTY, TEXAS

DATE:	07/24/23
DRAWN:	AY
CHECKED:	RG
JOB NO.:	21002557

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ATWELL

www.atwell-group.com

805 LAS COMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.964.0505
DHP 15 7083725

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(T1) CALLED 51.57 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021183993 O.P.R.W.C.T.	(T2) CALLED 8.43 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184854 O.P.R.W.C.T.	(T3) CALLED 79.36 ACRES, TRACT 1 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184492 O.P.R.W.C.T.	(T4) CALLED 164.63 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184270 O.P.R.W.C.T.
(T5) CALLED 61.29 ACRES, TRACT 1 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021181069 O.P.R.W.C.T.	(T6) CALLED 95.27 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184038 O.P.R.W.C.T.	(T7) CALLED 0.93 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021187920 O.P.R.W.C.T.	(T8) CALLED 140.73 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184511 O.P.R.W.C.T.
(T9) CALLED 14.37 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2022005387 O.P.R.W.C.T.	(T10) CALLED 5.30 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184505 O.P.R.W.C.T.	(T11) CALLED 2.00 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184507 O.P.R.W.C.T.	(T12) CALLED 0.6145 AC. TRACT 2 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2023019378 O.P.R.W.C.T.
(T13) CALLED PORTION CR 404 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2022105501 O.P.R.W.C.T.	(T14) CALLED 70.38 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184494 O.P.R.W.C.T.	(T15) CALLED 84.06 ACRES, TRACT 2 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021181069 O.P.R.W.C.T.	(T16) CALLED 159.14 ACRES, TRACT 2 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184492 O.P.R.W.C.T.
(T17) CALLED 0.875 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021183313 O.P.R.W.C.T.	(T18) CALLED 100.57 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184352 O.P.R.W.C.T.	(T19) CALLED 11.18 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021185096 O.P.R.W.C.T.	(T20) CALLED 18.92 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184843 O.P.R.W.C.T.
(T21) CALLED 21.67 ACRES, TRACT 2, SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184917 O.P.R.W.C.T.	(T22) CALLED 29.99 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184513 O.P.R.W.C.T.	(T23) CALLED 1.85 ACRES, TRACT 1, PARCEL B SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184917 O.P.R.W.C.T.	(T24) CALLED 7.85 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184919 O.P.R.W.C.T.
(T25) CALLED 29.87 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021183753 O.P.R.W.C.T.	(T26) CALLED 33.62 ACRES, TRACT 1, PARCEL A SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184917 O.P.R.W.C.T.	(T27) CALLED 23.58 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184841 O.P.R.W.C.T.	(T28) CALLED 7.19 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184013 O.P.R.W.C.T.
(T29) CALLED 35.18 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021183985 O.P.R.W.C.T.	(T30) CALLED 11.02 ACRES SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2021184141 O.P.R.W.C.T.	(T31) CALLED PORTION OF 0.81 AC. TRACT 1 SAMSUNG AUSTIN SEMICONDUCTOR, LLC DOCUMENT NO. 2023019378 O.P.R.W.C.T.	

1216.78 ACRE
WILLIAMSON COUNTY, TEXAS

DATE:	07/24/23
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WilCo - Ch. 312 and 381 Agreements (Executed by Samsung 08.18.2023) Agenda item #29

Final Audit Report

2023-10-11

Created:	2023-10-10
By:	Meghan Drone (meghan@scrllaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALyIH-EZzbZ4EzBBL1llgJHCx3NEGM6p

"WilCo - Ch. 312 and 381 Agreements (Executed by Samsung 08.18.2023) Agenda item #29" History

-  Document created by Meghan Drone (meghan@scrllaw.com)
2023-10-10 - 9:52:46 PM GMT- IP address: 70.113.127.184
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
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-  Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
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-  Document signing delegated to Bill Gravell, Jr (Bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
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-  Document emailed to Bill Gravell, Jr (Bgravell@wilco.org) for signature
2023-10-11 - 3:47:44 AM GMT
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2023-10-11 - 7:19:38 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Bill Gravell, Jr (Bgravell@wilco.org)
Signature Date: 2023-10-11 - 7:19:54 PM GMT - Time Source: server- IP address: 173.219.39.210
-  Agreement completed.
2023-10-11 - 7:19:54 PM GMT