

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

## **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement (“First Amendment”) is made by and between the City of Taylor, a Texas home rule municipality (the “City”), and Samsung Austin Semiconductor, LLC, a Delaware limited liability company (the “Company”) (the City and the Company are collectively referred to as the “Parties” and singularly as a “Party”), acting by and through their respective authorized officers.

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into that certain Development Agreement pursuant to Chapter 212 Texas Local Government Code fully executed as of November 29, 2021, and recorded as Document Number 2022044163 in the Official Public Records of Williamson County, Texas (the “Original Agreement”); and

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

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

1. Article I of the Original Agreement is amended by:

A. Deleting the definitions for the phrases "Average Daily Water Demand" or "ADD", "Average Daily Wastewater Flows" or "ADF", "Epcor," "Epcor Water Agreement," "Epcor Wastewater Agreement," "MGD", "Peak Daily Water Demand" or "PDD", "Peak Daily Wastewater Flows" or "PDF", "Water Service Agreement" and "Wastewater Service Agreement"; and

B. Amending the definitions of "Development Review Reimbursement Agreement", "Initial Improvements" or "Initial Project" and adding definitions for the phrases "Project Funding Agreement", "Tool Hook Up," and "Water and Wastewater Service Agreement" to read as follows:

**“Development Review Reimbursement Agreement”** means that certain Development Review Reimbursement Agreement between the Company and the City dated as of September 24, 2021, and all amendments thereto.

**“Initial Improvements”** or **“Initial Project”** means one or more improvements constructed on the Land, consisting of (i) the first Plant constructed on the Land, commonly referred to as Fab 1 (“Fab 1”), which is to be owned and operated by Company or a Company Affiliate, (ii) subject to and contingent upon the Fab 2 Certificate being issued, the second Plant constructed on the Land, commonly referred to as “Fab 2” (“Fab 2”), which is to be owned and operated by

Company or a Company Affiliate, and (iii) the other buildings and ancillary facilities constructed on the Land as supporting facilities for Fab 1 or, if constructed, Fab 2, which may be owned and/or operated by Company or third parties, including, but not limited to, required parking and landscaping, and infrastructure such as water, wastewater, electrical, bulk gas and natural gas facilities. The general layout and concept of the Initial Improvements and the approximate boundary of the area of the Land on which the Initial Improvements will be constructed is depicted on Exhibit "H," attached hereto.

**"Project Funding Agreement"** shall mean that certain Project Funding Agreement by and between the Parties dated as of approximate date herewith, and all amendments thereto.

**"Tool Hook Up"** shall mean the activities associated with move-in, utility connection, and startup of semiconductor wafer processing equipment and equipment associated to semiconductor wafer processing, including but not limited to, CMP, CVD, Clean, etch, diffusion, metals, photo, metrology, AMHS, test, inspection, and parts clean.

**"Water and Wastewater Service Agreement"** shall mean that certain Agreement for the Provision of Nonstandard Retail Water and Wastewater Service between the Parties providing for the City delivery of retail water and wastewater service to the Project and all amendments thereto.

2. Subsection (e) of Section 4.01 of the Original Agreement is amended by adding paragraph (4) to read as follows:

(4) A permanent variance is hereby granted to the provisions of Section 19-4(b)(6) of the Code of Ordinances authorizing construction activities, including activities relating to the construction, maintenance, repair, replacement, and/or demolition of buildings, structures, equipment, and other improvements to be permitted on the Land 24 hours per day, 7 days per week so long as noise levels measured along each property line are limited to the maximum allowable sound pressure level included in the Development Standards or, if adjacent to a residential zoning district, 65 DBA at the property line adjacent to the residential zoning district. Records of monitoring shall be made available to City upon reasonable request, and a Company point of contact will be available to the City 24 hours a day, 7 days per week to address noise complaints.

3. The first unnumbered paragraph of Article VI of the Original Agreement is amended to read in its entirety as follows:

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

shall be considered "already approved" if at least a Temporary Certificate of Occupancy has been issued."

4. Article VI of the Original Agreement is amended to add Section 6.04.5 to read as follows:

"6.04.5 Work that involves the placement, installation, operation, maintenance, connection, or use of any Tool Hook Up."

5. Article VII of the Original Agreement is amended to read in its entirety as follows:

## **"VII. WATER**

The provision by the City of potable water service to the Company relating to development and use of the Land shall be in accordance with the Water and Wastewater Service Agreement as amended from time to time and enforceable under the same provisions hereof and/or pursuant to Chapter 212.172 of the Texas Local Government Code. Unless otherwise provided in the Water and Wastewater Service Agreement, the provision of the Company's industrial water demands shall be in accordance with agreements between the Company and third-party water providers."

6. Article VIII of the Original Agreement is amended to read in its entirety as follows:

## **"VIII. WASTEWATER**

The provision by the City of domestic public wastewater service to the Company relating to development and use of the Land shall be in accordance with the Water and Wastewater Service Agreement as amended from time to time and enforceable under the same provisions hereof and/or pursuant to Chapter 212.172 of the Texas Local Government Code. Unless otherwise provided in the Water and Wastewater Service Agreement, the provision of industrial wastewater treatment demands and any industrial wastewater pre-treatment shall be in accordance with agreements between the Company and third-party wastewater treatment providers."

7. The Original Agreement is amended to add Article VIII-A to read as follows:

## **"VIII-A. CITY SERVICE WATER/WASTEWATER EASEMENTS**

The Parties acknowledge and agree that the City will be required to extend public water and wastewater service eastwardly to property beyond the boundaries of the Land. To avoid the need to seek water and/or wastewater utility easements through the Land to accommodate the City's eastwardly extension of water and wastewater services, the Company agrees to convey at no cost to the City through dedication by plat or execution of a separate recordable instrument in a form reasonably acceptable to the Parties, a perpetual fifty foot (50.0') easement for the

purposes of constructing, operating, maintaining, repairing, and replacing the water and wastewater lines for the continuation of the City's water and wastewater system (the "City Service Easements") along the northern boundary of the Land to the west of CR 401 within the existing fifty foot (50') setback area as generally shown on Exhibit "G" attached hereto. The final permanent locations of the City Service Easements and any temporary construction areas shall be based on various factors, including, but not limited to, (i) alignment of connection points to existing water lines, (ii) the proximity to the Land's perimeter, which shall be as close as reasonably possible, and (iii) the Company's desire to retain its privacy and protect its trade secrets. The City Service Easements shall include licenses allowing for temporary use of a reasonable portion of the Land during construction or repair of such water and wastewater lines. The City Service Easements shall contain a reverter in favor of the Company providing that if the portion of the Land occupied by a City Service Easement is used for any purpose other than constructing, operating, maintaining, repairing, and replacing a City-owned water or wastewater line, the City Service Easement shall be extinguished. The City Service Easements shall include a provision allowing the Company to relocate the City Service Easement and the improvements located in the City Service Easement at the Company's reasonable discretion and cost to accommodate the construction or expansion of the Project following delivery of reasonable notice to the City."

8. Section 18.15 of the Original Agreement is amended to read as follows:

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

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

9. The Original Agreement is amended by adding Section 18.16 to read as follows:

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

10. Exhibit "E" to the Original Agreement is amended to read as set forth in Attachment 1, attached hereto and incorporated herein by reference.

11. Exhibit "F" to the Original Agreement is amended to read as set forth in Attachment 2, attached hereto and incorporated herein by reference.

12. The Original Agreement is amended by adding Exhibit G title "City Service Easements" to read as set forth in Attachment 3, attached hereto and incorporated herein by reference.

13. The Original Agreement is amended by adding Exhibit H title "Initial Improvements" to read as set forth in Attachment 4, attached hereto and incorporated herein by reference.

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

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

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

17. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this First Amendment.

18. Conditions Precedent. This First Amendment is subject to and the obligations of the Parties are expressly conditioned upon the following (the "Conditions Precedent"):

- (i) the Parties' execution of the Project Funding Agreement by and between the Parties dated approximate date herewith;
- (ii) the Parties' execution of the First Amendment to the Development Review Reimbursement Agreement by and between the Parties dated approximate date herewith;
- (iii) the Parties' execution of that certain Chapter 380 Economic Development Agreement for Use Tax Sharing by and between the Parties dated approximate date herewith;
- (iv) the Parties' execution of the First Amendment to the Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement by and between the Parties dated approximate date herewith;
- (v) the Parties' execution of a Tax Abatement Agreement between the Parties; and
- (vi) the Parties' execution of the Water and Wastewater Service Agreement.

19. Vesting. For the avoidance of doubt, except as to the specific terms described herein this First Amendment shall have no effect with respect to the vesting of rights provided in the Original Agreement as of its Effective Date, including, but not limited to, Section 3.02.

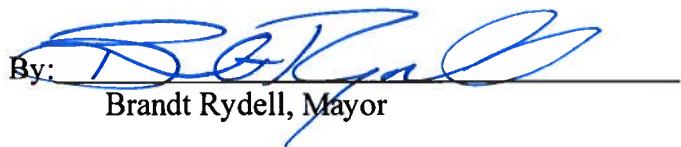
*(signature pages to follow)*

EXECUTED on this 14 day of July, 2022.

CITY OF TAYLOR, TEXAS

By:

Brandt Rydell, Mayor



APPROVED AS TO FORM:

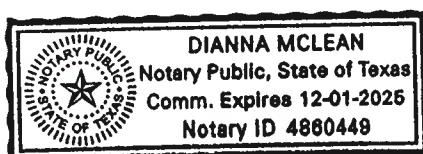
By:   
Ted Hejl, City Attorney

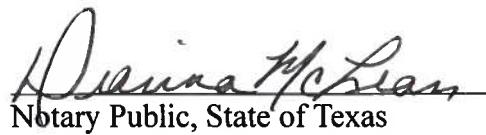
STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 14 day of July, 2022, by Brandt Rydell, Mayor of the City of Taylor, a Texas home-rule municipality, on behalf of said municipality.



  
Dianna McLean  
Notary Public, State of Texas

EXECUTED on this 15th day of July, 2022.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC,

By: *Th. Bae*

Name: SANGKI BAE

Title: CHIEF FINANCIAL OFFICER

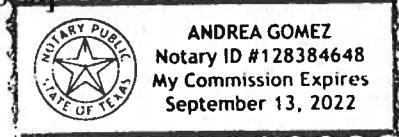
STATE OF TEXAS §

COUNTY OF TRAVIS §

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

Given under my hand and seal of office on July 15, 2022.

[Seal]

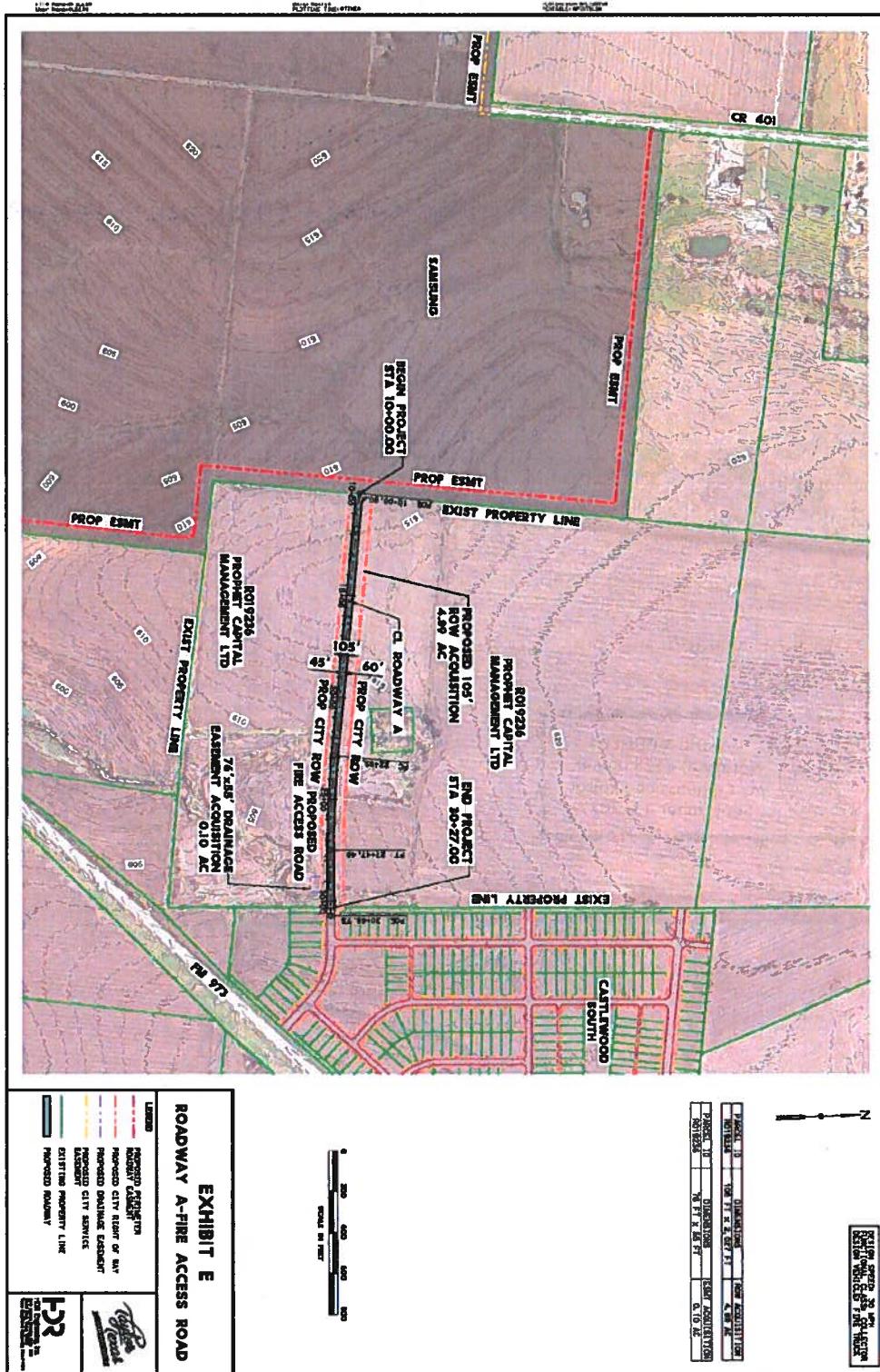


Andrea Gomez  
Notary Public, State of TEXAS

## Attachment 1

## **Exhibit E to Development Agreement**

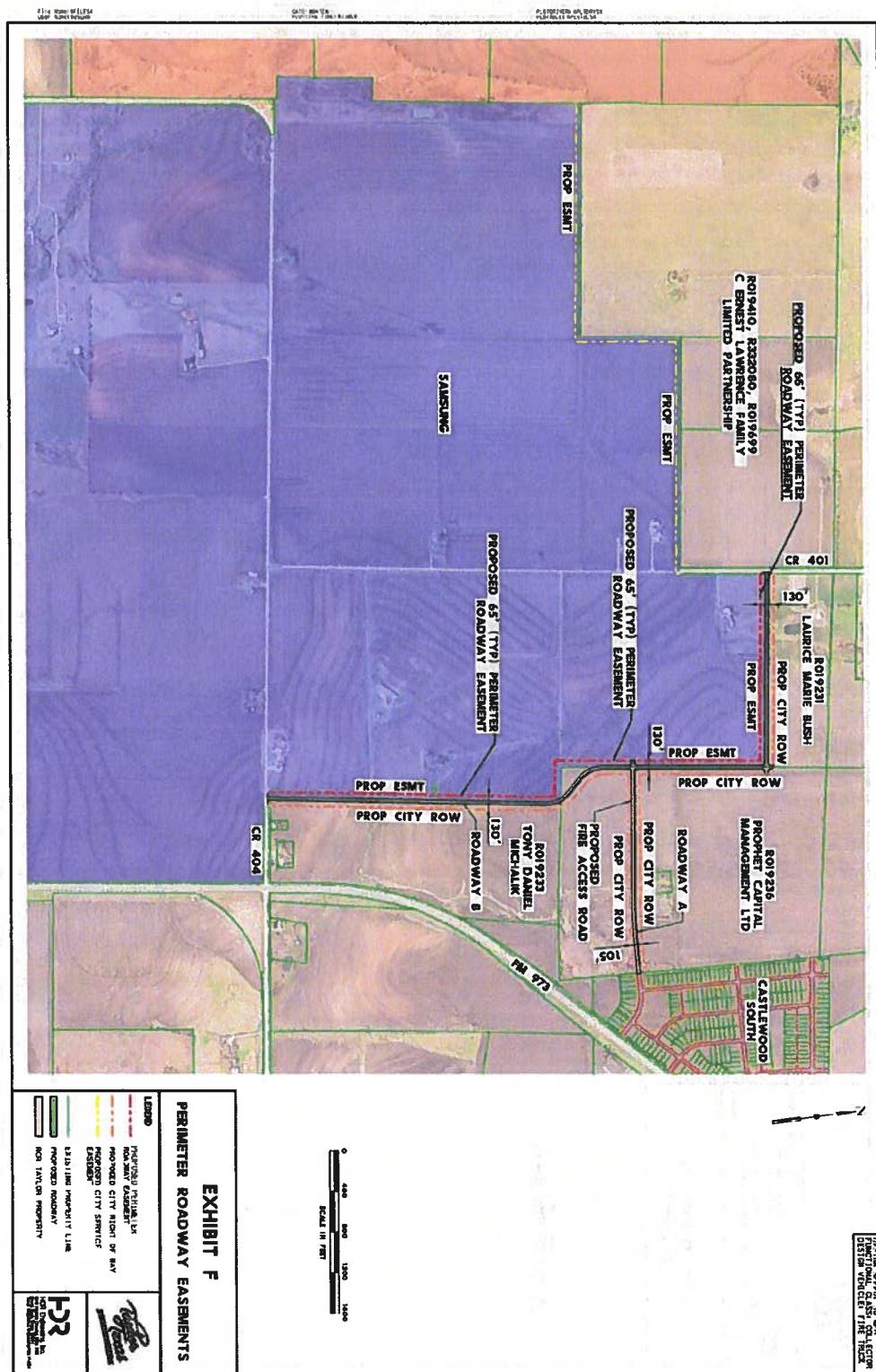
## **Fire Access Road**



## **Attachment 2**

## **Exhibit F to Development Agreement**

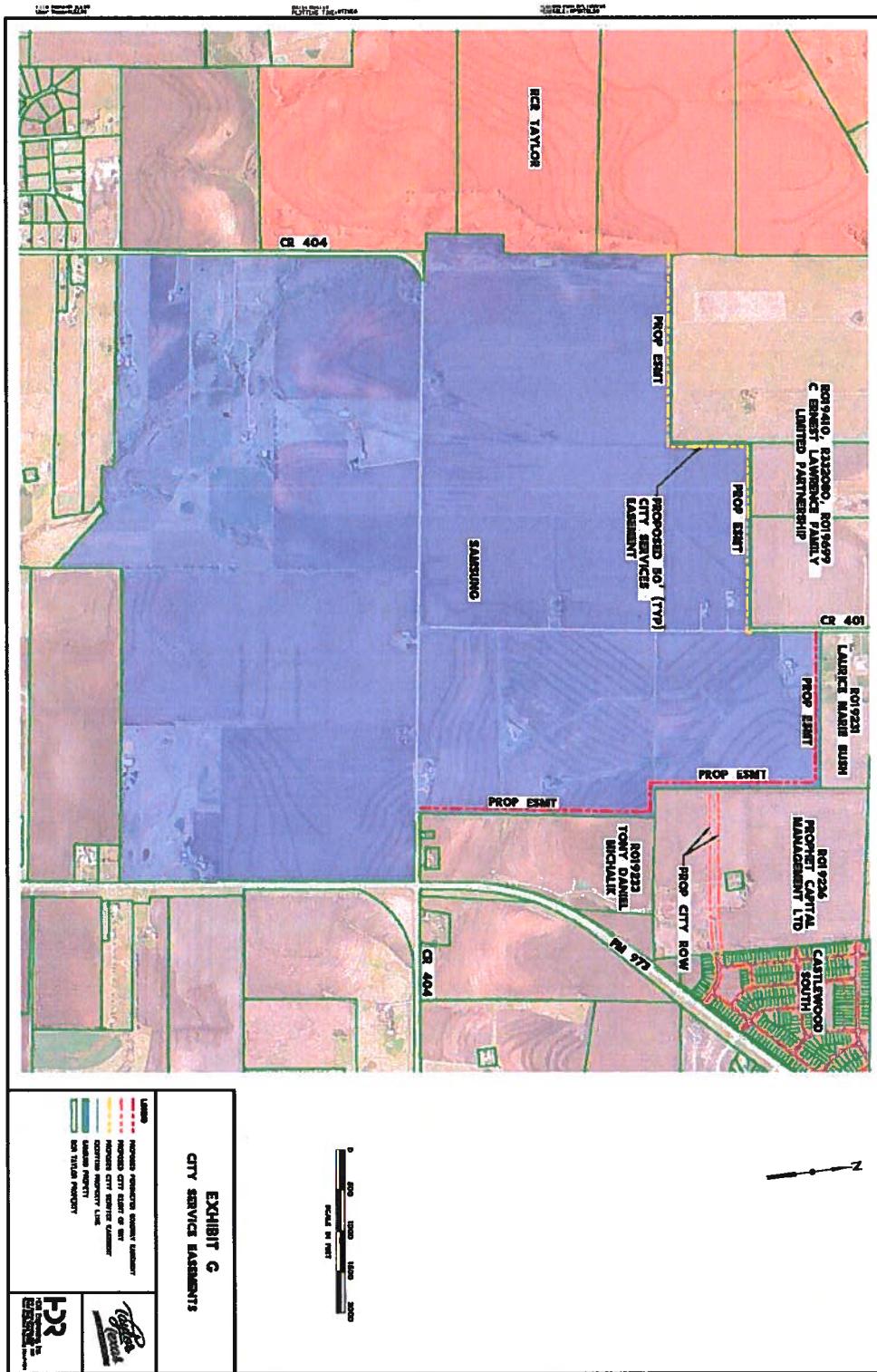
## **Perimeter Roadway Easements**



### Attachment 3

#### Exhibit G to Development Agreement

#### City Services Easements



## Attachment 4

### Exhibit H to Development Agreement

#### Initial Improvements

#### Initial Improvements

FAB1  
FAB2 (Subject to receiving the : AS2 certificate)  
Office

Parking (surface and/or structured)

Gas/Chemical Supply (GCS)  
Control Utility Building (CUB)

Bulk Specialty Gas (BSSG)  
Electrical Substation

Landscaping, internal roadways

Water Quality Pond

Support/Storage Buildings

Bulk Gas Supply / Plants

Blue Sky Water Reclamation Facility

