

STATE OF TEXAS §  
§  
COUNTY OF WILLIAMSON §

CHAPTER 380 ECONOMIC DEVELOPMENT  
AGREEMENT

This **Chapter 380 Economic Development Agreement** (this "Agreement") is made by and between the **City of Taylor**, a Texas home rule municipality ("City"), and **Samsung Austin Semiconductor, LLC**, a Delaware limited liability company ("Company") (the City and Company are collectively referred to as the "Parties" and singularly as a "Party"), acting by and through their respective authorized officers.

**WITNESSETH:**

**WHEREAS**, Company owns the real property described in Exhibit "A" attached hereto (the "Land"); and

**WHEREAS**, Company is considering constructing the Applicable Improvements (hereinafter defined) on the Land; and

**WHEREAS**, Company has advised City that a contributing factor that would induce Company to develop the Land for, and to construct, the Applicable Improvements and future improvements to be constructed in City would be an agreement by City to provide an economic development grant to Company as set forth herein; and

**WHEREAS**, Company has further advised City that Company is negotiating a similar use tax arrangement with the Taylor Economic Development Corporation, called a "Performance Agreement", which Company considers a critical additional element in its decision of whether to proceed with this Agreement; and

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

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

**WHEREAS**, this Agreement is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380; and

**WHEREAS**, City has determined that providing the Use Tax Grants (hereinafter defined) to Company in accordance with this Agreement is in accordance with City's economic development program and will: (i) further the objectives of City; (2) benefit City and City's inhabitants; and (iii) promote local economic development, create employment opportunities, and stimulate business and commercial activity in City.

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

## **Article I**

### **Definitions**

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

“Applicable Improvements” means the following buildings and real estate improvements to be constructed on the Land, to the extent they are owned by Company and operated by Company or a Company Affiliate at any time during the Term: (i) the first 300-millimeter semiconductor wafer (or successor technology) manufacturing plant (each such plant is a “Plant”) constructed on the Land, commonly referred to as Fab 1 (“Fab 1”), (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”), and (iii) the other buildings and ancillary facilities constructed on the Land as supporting facilities for Fab 1 and/or Fab 2, including, but not limited to, required parking and landscaping.

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

“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.

“Conditions Precedent” shall have the meaning set forth in Section 6.16.

“Development Agreement” shall mean that certain City of Taylor, Texas Development Agreement pursuant to Chapter 212, Subchapter G, Texas Local Government Code, between the Parties, fully executed as of November 29, 2021, and recorded as Document Number 2022044163 in the Public Records of Williamson County, Texas.

“Development Review Reimbursement Agreement” shall mean that certain Development Review Reimbursement Agreement between the Parties dated September 24, 2021.

“Direct Payment Permit” also referred to herein as a “Texas Direct Payment Permit” shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases at the Applicable Improvements.

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

“Expiration Date” shall mean the fifteenth (15<sup>th</sup>) anniversary of the Effective Date.

“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 Company's labor or supply chain, or the availability of services (“Epidemiological Event”) that result in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not. If a Party is unable to perform its obligations under this Agreement due to a Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after occurrence of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred. The Parties acknowledge that as of the Effective Date, the outbreak of COVID-19 (“COVID-19 Outbreak”) is an Epidemiological Event, that, notwithstanding the COVID-19 Outbreak, the existing effects of the COVID-19 Outbreak could not have been reasonably anticipated, and that the potential continuing effects of the COVID-19 Outbreak cannot reasonably be anticipated by City or Company nor be prevented nor overcome, wholly or in part, by the exercise of commercially reasonable diligence by such Party provided, however, the COVID-19 Outbreak is not an excuse from performance of any obligation under this Agreement unless it actually renders a party unable to perform such obligation in the specific instance.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees and other charges whether general or special, ordinary, or

extraordinary, foreseen, or unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority or City on Company, and applicable to the development of the Land or any property or any business owned by Company within City.

“Initial Use Tax Receipts” shall mean City’s receipt of Six Million Seven Hundred Thousand and No/100 Dollars (\$6,700,000.00) in Use Tax Receipts. Initial Use Tax Receipts shall include any Use Tax Receipts from the Applicable Improvements generated before the Effective Date.

“Land” is defined in the Recitals.

“Maximum Grant Amount” shall mean the cumulative payment of Use Tax Grants payments by City to Company in the amount of Nine Million and No/100 Dollars (\$9,000,000.00).

“Payment Request” shall mean a written request from Company to City for payment of a Use Tax Grant accompanied by the Use Tax Certificate for the applicable Reporting Period.

“Project Funding Agreement” shall mean that certain Project Funding Agreement by and between the Parties, dated approximate date herewith.

“Related Agreement” shall mean any agreement (other than this Agreement) related to the development of the Land by and between (i) City and Company or Company Affiliate.

“Reporting Period” shall mean consecutive six (6) month periods, with the first Reporting Period beginning with the first day of the calendar month immediately following the Effective Date.

“Separated Contract” shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

“State of Texas” shall mean the Office of the Texas Comptroller of Public Accounts, or its successor.

“Taxable Items” shall mean both “taxable items” and “taxable services” as those terms are defined by Chapter 151, Texas Tax Code, as amended.

“Tax Abatement Agreement” shall mean that certain Tax Abatement Agreement between the parties, dated as of November 29, 2021.

“Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement” shall mean that certain Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement between the Parties, dated November 29, 2021.

“Use Tax” shall mean City’s general one percent (1%) use tax imposed by City pursuant to Chapter 321 of the Texas Tax Code, attributed to the purchase of Taxable Items by Company or Company’s contractors and subcontractors (including, construction materials, furniture, fixtures, and equipment for the Applicable Improvements) associated with Company’s Texas Direct Payment Permit for Taxable Items consumed or used at the Applicable Improvements.

“Use Tax Certificate” shall mean a statement by Company certifying the amount of the Use Tax remitted to the State of Texas by Company during a Reporting Period and accompanied by the sales and use tax return(s) submitted to the State of Texas for the Reporting Period.

“Use Tax Grants” shall mean economic development grants each in an amount equal to fifty percent (50%) of the Use Tax Receipts received by City for the applicable Reporting Period, not to exceed the Maximum Grant Amount to be paid to Company as set forth herein. The amount of each Use Tax Grant payment shall be computed by multiplying the Use Tax Receipts received by City for the given Reporting Period times fifty percent (50%) less the administrative fee charged to City by the State of Texas for collection of the Use Taxes pursuant to Texas Tax Code Section 321.503 or other applicable law.

“Use Tax Receipts” shall mean City’s receipts from the State of Texas from the collection of Use Tax from Company (it being expressly understood that City’s one percent (1%) Use Tax Receipts are being used only as a measurement for its use of general funds to make a grant for economic development purposes) attributed to the payment of Use Tax by Company (including on Company’s purchases from contractors and subcontractors) associated with Company’s Texas Direct Payment Permit for Taxable Items consumed or used or at the Applicable Improvements during the applicable Reporting Period.

“Water and Wastewater Service Agreement” shall mean that certain Agreement for the Provision of Nonstandard Retail Water and Wastewater Service by and between the Parties for the City to provide retail water and wastewater service to the Project as referenced in Articles VII and VIII of the Development Agreement, as amended.

## Article I

### Term

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

## Article III

### Use Tax Grants; Project

**3.1 Separated Contracts.** Company shall, beginning on the date that all Conditions Precedent have been satisfied and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with its prime construction contractors for the purchase of materials and equipment to be incorporated into the Applicable Improvements, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Applicable Improvements; provided however, that if subcontracts entered into by such prime contractors in the construction of the Applicable Improvements are not Separated Contracts, it shall not be a breach of this Agreement.

**3.2 Use Tax Grants.**

(a) **Use Tax Grant Payment.** Subject to the continued satisfaction of all terms and conditions of this Agreement by Company including the obligation of Company to repay the Use Tax Grants pursuant to Article V hereof, City agrees to provide Company with the Use Tax Grants. The City is not required to pay any Use Tax Grants to the Company until the City has received Use Tax Receipts in the amount of the Initial Use Tax Receipts (the date on which the City has received the Initial Use Tax Receipts from Use Tax Receipts is the “**Qualification Date**”). After the Qualification Date, the City will begin paying Use Tax Grants to the Company in accordance with the following process. Beginning with the first Reporting Period that commences on or after the Qualification Date, Company may begin submitting Payment Requests. The Use Tax Grants shall be paid not later than ninety (90) days after receipt of the applicable Payment Request following the end of the applicable Reporting Period. Company may submit the Payment Request for a Use Tax Grant no earlier than the last day of the applicable Reporting Period but not later than ninety (90) days after the last day of the applicable Reporting Period. Failure to submit a Payment Request for a given Reporting Period within one hundred eighty (180) days after the last day of the applicable Reporting Period shall operate as a forfeiture of the Use Tax Grant for such Reporting Period.

(b) **Adjustment Notification.** Company shall promptly notify City in writing of any adjustments found, determined, or made by Company, after notice by the State of Texas, or by an audit which results, or will result, in either a refund or reallocation of Use Tax Receipts or the payment of Use Tax or involving amounts reported by Company as subject to this Agreement. Such notification shall also include the amount of any such adjustment in Use Tax or Use Tax Receipts. Company shall notify City in writing not later than sixty (60) days after receipt of notice of the intent of the State of Texas to audit Company. Such notification shall also include the period of such audit or investigation.

(c) **Adjustments.** In the event Company files an amended direct payment return, or report with the State of Texas, or if additional Use Tax is due and owing by Company to the State of Texas, as determined by the State of Texas affecting Use Tax Receipts for a previous Reporting Period, then the Use Tax Grant payment for the Reporting Period immediately following such amendment shall be adjusted accordingly (i.e., up or down, depending on the facts) based on the

Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide City with a copy of any such amended direct payment return or report as filed with the State of Texas and copies and any notification from the State of Texas that additional Use Tax is due and owing by Company to the State of Texas affecting Use Tax Receipts for a previous Reporting Period and such documentation shall be provided to City with the Payment Request for the next Reporting Period.

(d) Refunds and Underpayments of Use Tax Grants. In the event the State of Texas determines that City erroneously received Use Tax Receipts, or that the amount of Use Tax paid by Company exceeds (or is less than) the correct amount of Use Tax for a previous Reporting Period, for which Company has received a Use Tax Grant, Company shall, not later than sixty (60) days after receipt of notification thereof from City specifying the amount by which Use Tax Grant exceeded, or would be less than the amount to which Company was entitled pursuant to such State of Texas determination, adjust (up or down, depending on the facts) the amount claimed due for the Use Tax Grant payment for the Reporting Period immediately following such State of Texas determination. If Company does not adjust the amount claimed due for the Use Tax Grant payment for the Reporting Period immediately following such State of Texas determination, City may, at its option, adjust the Use Tax Grant payment for the Reporting Period immediately following such State of Texas determination as necessary to effectuate the required adjustment. If the adjustment results in funds to be paid back to City, Company shall repay such amount to City not later than ninety (90) days after receipt of such State of Texas determination. If the adjustment results in funds to be paid by City, City shall pay such amount to Company not later than thirty (30) days after receipt of such State of Texas determination. The provisions of this Section 3.2(d) shall survive termination of this Agreement.

(e) Use Tax Grant Payment Termination or Suspension. In the event the State of Texas seeks to invalidate Company's Direct Payment Permit (the "**Comptroller Challenge**"), the payment of the Use Tax Grants by City hereunder shall be suspended until such Comptroller Challenge is resolved favorably to Company. In such event, Company shall not be required to return or refund any Use Tax Grants previously received from City provided Company is actively defending against and/or contesting the Comptroller Challenge and Company promptly informs City in writing of such Company actions and with copies of all documents and information related thereto. If (i) the Comptroller Challenge is not resolved favorably to Company (with no further opportunity for administrative or judicial appeals), and (ii) Use Tax Receipts previously paid or remitted to City relating to the Applicable Improvements are reallocated or reversed and required to be repaid by City to the State of Texas, then the obligation to pay the Use Tax Grants shall terminate and Company shall refund the amount of all Use Tax Grants received by Company from City in error as determined by the Comptroller Challenge, which refund shall be paid to City not later than ninety (90) days after the earlier of the date: (i) the State of Texas has required City to repay such Use Tax Receipts or made an adjustment to the Use Tax Receipts if City receives notice thereof from the State of Texas, in which case City shall promptly provide written notice thereof to Company; and (ii) of the final determination of the Comptroller Challenge.

(f) Revenue Sharing Agreement. City and Company designate this Agreement as a "revenue sharing agreement," thereby entitling City to request annual sales and use tax information from the Comptroller pursuant to Section 321.3022 of the Texas Tax Code, as amended, or other

applicable law. City shall request in writing that the Comptroller issue sales and use tax reports pursuant to Section 321.3022 for total sales of Taxable Items Consummated at the Applicable Improvements by Company associated with the issuance of Company's Direct Payment Certificate (the "Sales Tax Reports") for each calendar year during the qualified period of the Use Tax Grants. To the extent that the release of any such reports or information regarding the Use Tax collected by Company for the purchase or use of Taxable items at the Applicable Improvements shall require the consent of Company, Company shall provide such consent to City.

(g) **Indemnification.** COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS THAT CITY HAS BEEN PAID ERRONEOUSLY, OVER-PAID OR INCORRECTLY ALLOCATED USE TAX ATTRIBUTED TO THE PURCHASE OR USE OF TAXABLE ITEMS PURCHASED BY COMPANY OR COMPANY CONTRACTORS OR SUBCONTRACTORS ASSOCIATED WITH COMPANY'S DIRECT PAYMENT PERMIT CONSUMMATED AT THE APPLICABLE IMPROVEMENTS FOR ANY REPORTING PERIOD DURING THE TERM OF THIS AGREEMENT (COLLECTIVELY, A "CLAIM"), IT BEING THE INTENTION OF THE PARTIES THAT COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF THE AMOUNT OF ANY USE TAX GRANTS PAID TO COMPANY HEREIN BY CITY THAT INCLUDES USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WERE PAID, COLLECTED, DISTRIBUTED, OR ALLOCATED ERRONEOUSLY TO CITY. THE INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE ERRORS OR OMISSIONS OF CITY. THE PROVISIONS OF THIS SECTION 3.2(G) SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 3.2(G) ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY.

(h) **Cumulative Payment of Use Tax Grants.** The cumulative amount of payment of Use Tax Grants to Company shall not exceed the Maximum Grant Amount.

3.3 **Current Revenue.** The Use Tax Grants shall be paid solely from annual appropriations from City's general funds or from such other City funds as may be legally set aside for such purpose consistent with Article III, Section 52(a) of the Texas Constitution.

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

## **Article IV** **Conditions to Grants**

The obligation of City to provide the Use Tax Grants hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Company and each of the terms and conditions set forth below; provided that failure to meet a condition shall not prevent the payment of the Use Tax Grant prior to the specified deadline for satisfaction of the condition:

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

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

4.3 **Use Tax Certificate.** As a condition to the payment of each Use Tax Grant hereunder, City shall have timely received a Use Tax Certificate for the applicable Reporting Period for which payment of a Use Tax Grant is requested. City shall have no duty to calculate the Use Tax Receipts or determine the entitlement of Company to any Use Tax Grant or pay any Use Tax Grant during the term of this Agreement until such time as Company has provided City a Use Tax Certificate for the applicable Reporting Period. Company shall provide such additional documentation as may be reasonably requested by City to evidence, support and establish the Use Tax paid and collected (including Use Tax paid directly to the State of Texas pursuant to a Direct Payment Permit) for the purchase of or use of Taxable Items by Company consummated at the Applicable Improvements and received by City from the State of Texas. City agrees, to the extent allowed by law, to maintain the confidentiality of all Use Tax Certificate.

## **Article V** **Termination**

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

- (a) Written agreement of the Parties terminating this Agreement;
- (b) On the date of termination set forth in a written notice provided by either Party to the other Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement, and such breach is not cured within ninety (90) days after written notice thereof; provided however in the event the breach cannot be reasonably cured within such 90-day period, the time period to cure such breach shall be extended for an additional sixty (60) days;
- (c) On the date of termination set for in a written notice provided by City to Company if Company suffers an event of Bankruptcy or Insolvency and as a result thereof is unable to fully comply with Company's obligations set forth in this Agreement;

- (d) On the date of termination set forth in a written notice by City to Company, if any Impositions owed to City or the State of Texas by Company shall become delinquent and remain uncured for sixty (60) days after written notice thereof provided by City or State (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or
- (e) On the date of termination set forth in a written notice by either Party to the other Party if the Party providing notice becomes aware of any subsequent Federal or State legislation or any final non-appealable decision of a court of competent jurisdiction declaring or rendering this Agreement invalid, illegal, or unenforceable.

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

### 5.2 Repayment.

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

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

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

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

otherwise preclude either Party from exercising any remedies or rights under the terms of this Agreement.

## Article VI Miscellaneous

6.1 **Binding Agreement; Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties. This Agreement may not be assigned by the Company without the prior written consent of the City; provided, however, that the Company may (without the City's consent) assign this Agreement in its entirety to a Company Affiliate upon written notice to the City; provided, however, no such assignment without the City's consent shall be effective as to the City unless and until the City receives a copy of the written assignment that provides for the Company Affiliate to assume all rights and obligations of Company set forth in this Agreement.

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

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

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

If intended for City, to:

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

With a copy to:

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

If intended for Company, to:

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

With a copy to:

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

6.5 Entire Agreement. This Agreement, together with the other agreements listed in the definition of Conditions Precedent, is the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto or as that are otherwise expressly identified and described in this Agreement as being an agreement to be entered concurrently with or subsequent to this Effective Date of this Agreement.

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

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

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

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

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

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

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

6.13 Employment of Undocumented Workers. Company has executed the Certification Regarding Employment of Undocumented Workers attached hereto as Exhibit “B”. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Use Tax Grants, and any other funds received by Company from City as of the date of such violation within one hundred twenty (120) days after the date Company is notified by City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

6.14 Open Records. If any person requests City to disclose any information of a confidential, proprietary or trade secret nature relating to Company, this Agreement, or the Applicable Improvements under the Texas Public Information Act (Tex. Gov’t. Code Ann Sec. 552.001 et seq.) or any equivalent or successor statute (the “Open Records Act”) and such information is subject to, or potentially subject to, an exception under the Open Records Act, then prior to making any such disclosure and to the extent permitted under applicable law, City shall promptly send notice to Company of such request. Promptly, but no longer than four (4) business days after Company’s receipt of such notice from City, Company shall notify City in writing whether Company opposes the release and desires City to request a determination from the Texas Attorney General (an “Opinion Request”) as to whether the requested information or portion thereof, must be disclosed pursuant to the Open Records Act. Contingent upon Company’s timely cooperation, City shall submit a request to the Texas Attorney General identifying the basis for any claimed exception; provided however that City shall only be required to comply with the foregoing to the extent that City, in good faith, believes there is a reasonable basis for claiming that the requested information is subject to an exception under the Open Records Act and the Open Records Act permits City to make an Opinion Request in the circumstance in question; and provided however that nothing herein shall prevent or limit Company’s right to claiming any exemption from disclosure it believes applicable directly to the Texas Attorney General. Company shall bear the burden of establishing to the Attorney General the applicability of any sections of the Open Records Act claimed as an exception to disclosure in the Opinion Request by timely submitting written comments to the Attorney General.

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

6.16 Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are expressly conditioned upon the satisfaction of the following conditions precedent (“Conditions Precedent”): (i) the Parties’ execution of the Project Funding Agreement dated approximate date herewith; (ii) the Parties’ execution of the First Amendment to the Development Agreement dated approximate date herewith; (iii) the Parties’ execution of the First Amendment to the Development Review Reimbursement Agreement dated approximate date herewith; (iv) the Parties’ execution of the First Amendment to Tax Increment Reinvestment Zone No. Two

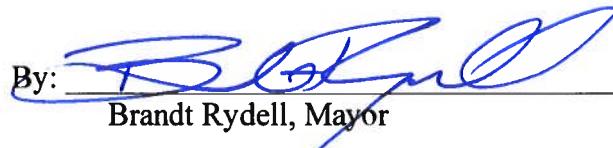
Economic Development Agreement and Chapter 380 Economic Development Agreement dated approximate date herewith; (v) the Parties' execution of a Tax Abatement Agreement dated within approximately thirty to forty-five days after the date hereof; and (vi) the Parties' execution of the Water and Wastewater Service Agreement.

6.17 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.

*[Signature Page to Follow]*

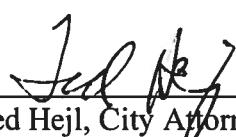
EXECUTED this 14 day of July 2022.

**CITY OF TAYLOR, TEXAS**

By: 

Brandt Rydell, Mayor

**APPROVED AS TO FORM:**

By:   
Ted Hejl, City Attorney

EXECUTED this 15<sup>th</sup> day of July 2022.

**SAMSUNG AUSTIN SEMICONDUCTOR, LLC**

By: 

Name: SANG SUP JEONG  
Title: PRESIDENT

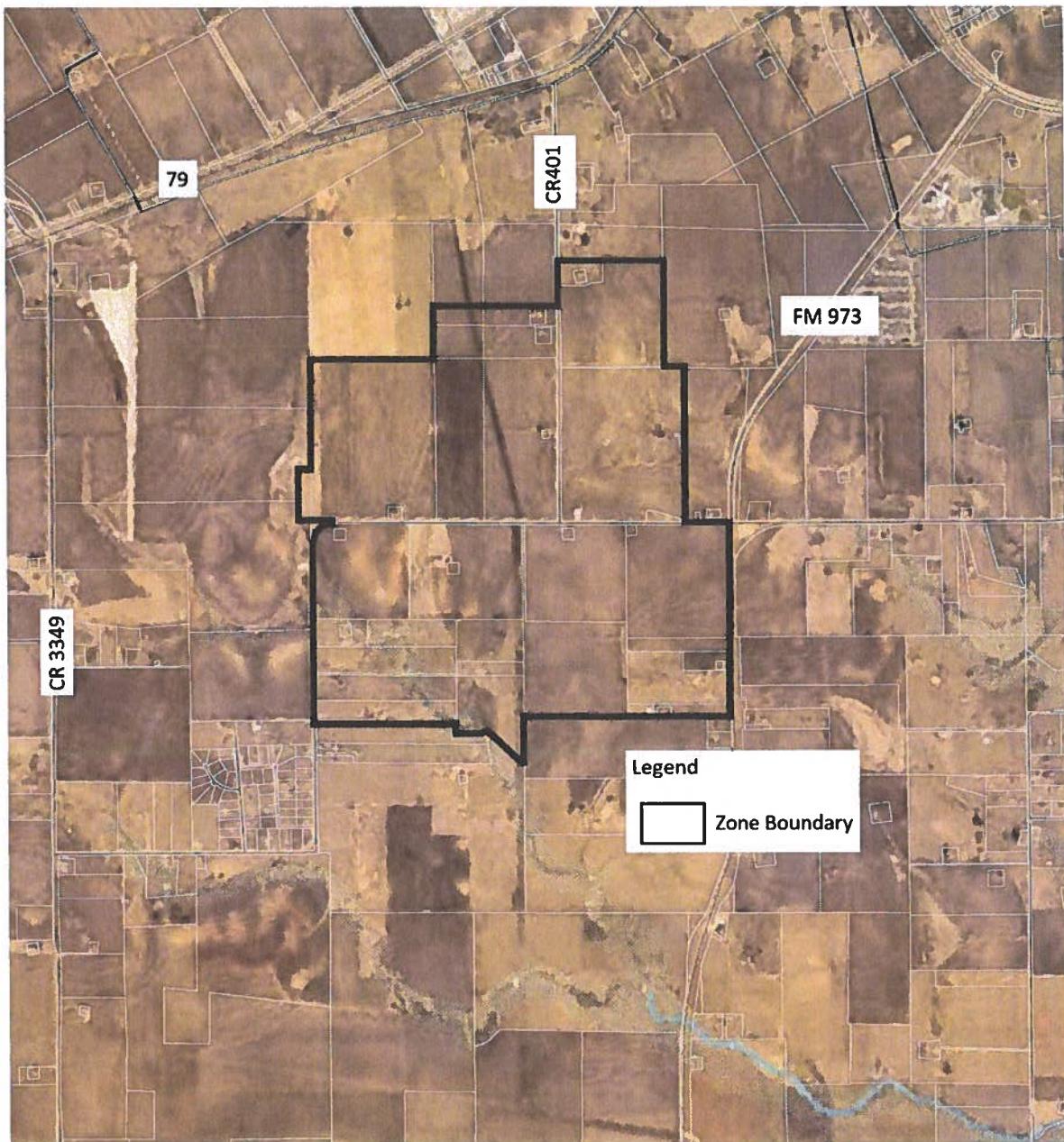
**EXHIBIT "A"**  
**Description of Land**

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

<b>Property ID</b>	<b>WCAD Legal Description</b>
R019409	AW0800 LEE, T.B. SUR.
R019700	AW0631 TYLER, B.J. SUR.
R020073	AW0631 TYLER, B.J. SUR.
R019412	AW0800 LEE, T.B. SUR.
R019701	AW0631 TYLER, B.J. SUR.
R020074	AW0631 TYLER, B.J. SUR.
R019411	AW0800 - LEE, T.B. SUR.
R020004	AW0800 - LEE, T.B. SUR.
R430327	AW0484 - NOBLES, W. SUR.
R019702	AW0632 - TYLER, L.A. SUR.
R020075	AW0632 TYLER, L.A. SUR.
R019408	AW0800 LEE, T.B. SUR.
R019261	AW0318 H.T. & B.R.R. CO. SUR.
R019977	AW0318 H.T. & B.R.R. CO. SUR.
R019262	AW0318 H.T. & B.R.R. CO. SUR.
R092013	AW0318 H.T. & B.R.R. CO. SUR.
R019706	AW0636 TYLER, G.W. SUR.
R020076	AW0636 TYLER, G.W. SUR.
R019209	AW0923 EBBERLY, J. SUR.
R019237	AW0315 H.T. & B.R.R. CO. SUR.
R019230	AW0315 - H.T. & B.R.R. CO. SUR.
R594305	AW0315 - H.T. & B.R.R. CO. SUR.
R019965	AW0315 - H.T. & B.R.R. CO. SUR.
R019705	AW0634 TYLER, G.N. SUR.
R019264	AW0318 H.T. & B.R.R. CO. SUR.
R019263	AW0318 H.T. & B.R.R. CO. SUR.
R107030	AW0318 H.T. & B.R.R. CO. SUR.
R019259	AW0318 H.T. & B.R.R. CO. SUR.
R333621	AW0318 H.T. & B.R.R. CO. SUR.
R337975	AW0318 - H.T. & B.R.R. CO. SUR.
R019267	AW0318 - H.T. & B.R.R. CO. SUR.
R019260	AW0318 H.T. & B.R.R. CO. SUR.
R019269	AW0318 H.T. & B.R.R. CO. SUR.
R577898	AW0315 AWO315 - H.T. & B.R.R. CO. SUR.
R019703	AW0634 TYLER, G.N. SUR.
R331121	AW0923 - EBBERLY, J. SUR.
R331122	AW0923 - EBBERLY, J. SUR.

**EXHIBIT "A"**  
**Description of Land**

<b>Property ID</b>	<b>WCAD Legal Description</b>
R331120	AW0923 - EBBERLY, J. SUR.
R331123	AW0923 - EBBERLY, J. SUR.
R019223	AW0923 - EBBERLY, J. SUR.
R338860	AW0923 - EBBERLY, J. SUR.
R019235	AW0315 - H.t. & B.r.r. Co. Sur.
R327085	AW0315 H.t. & B.r.r. Co. Sur.



## EXHIBIT "A" Description of Land

### DESCRIPTION

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

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

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

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

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

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

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

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

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

## EXHIBIT "A"

### Description of Land

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT "A"

### Description of Land

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

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

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

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

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

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

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

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

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

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

#### BEARING BASIS NOTE

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

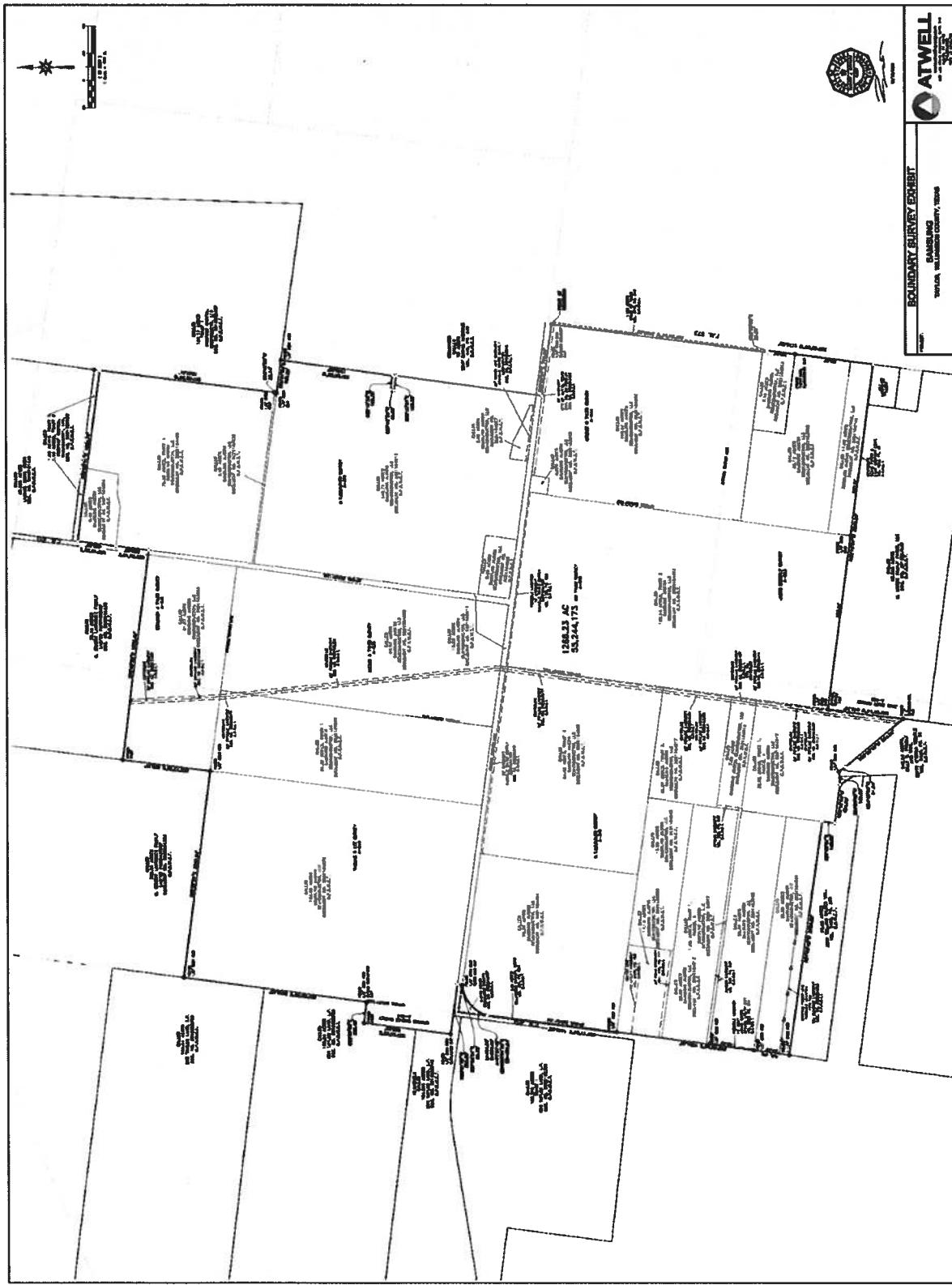
Robert J. Gertson, RPLS  
Texas Registration No. 6367  
Atwell, LLC  
805 Las Cinas Parkway, Suite 310  
Austin, Texas 78746  
Ph. 512-904-0505  
TBPE LS Firm No. 10193726



12/30/2021

Page 3 of 3

**EXHIBIT "A"**  
**Description of Land**



**EXHIBIT "B"**  
**Certification Regarding Employment of Undocumented Aliens**

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

Samsung Austin Semiconductor, LLC

By:   
Name: SANG SUP JEONG  
Title: PRESIDENT