STATE OF TEXAS § TAX ABATEMENT AGREEMENT AND COUNTY OF WILLIAMSON § 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 <u>Notice</u>. 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: With a copy to:

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

Charlie Crossfield Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas Georgetown, Texas 78626

If intended for Owner, to:

With a copy to:

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

- 9.2 <u>Authorization</u>. 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 <u>Severability</u>. 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 <u>Governing Law.</u> 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 <u>Counterparts</u>. 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 <u>Entire Agreement</u>. 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 <u>Recitals</u>. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
- 9.8 <u>Exhibits.</u> All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- 9.9 <u>Assignment.</u> 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 <u>Authority</u>. 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 <u>Amended and Restated 381 Agreement</u>. 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.
Willi	AMSON COUNTY TEXAS
Ву:	Bill Gravell, Jr., County Judge
ATTEST:	
By: Nancy Rister, County Clerk	
EXECUTED this day of Angus	2023.
	SAMSUNG AUSTIN SEMICONDUCTOR, LLC
	By: Name: Ronvoung Loo Title: EVP (President)

EXHIBIT "A"

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;

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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 Partneship 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

Page 2 of 5

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:

- S 07° 50′ 32″ W, a distance of 1249.86 feet to a 1/2″ iron rod with "ATWELL LLC" cap set;
 N 82° 10′ 24″ W, a distance of 158.33 feet to a 1/2″ iron rod with "ATWELL LLC" cap set;
- S 07° 49′ 36″ W, a distance of 40.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set; S 82° 10′ 24″ E, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
- 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;

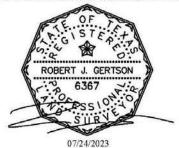
- 1. S 82° 09' 51" E, a distance of 743.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
- 2. S 06° 49' 16" E, a distance of 220.67 feet to the POINT OF BEGINNING.

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

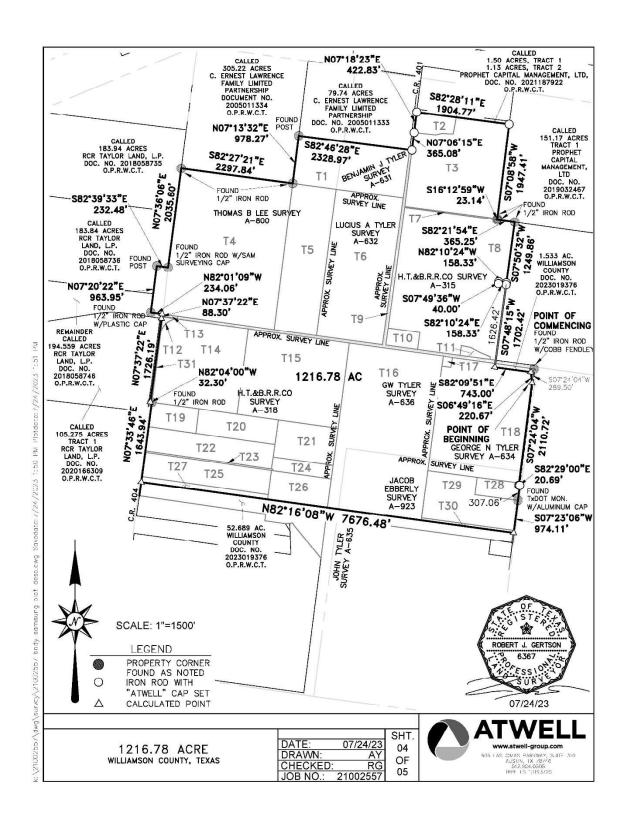
BEARING BASIS NOTE

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



Page 3 of 5



1216.78 ACRE WILLIAMSON COUNTY, TEXAS

(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 0.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 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 O.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 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.	

DATE: 07/24/23 SHT. 05
DRAWN: AY
CHECKED: RG
JOB NO.: 21002557 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 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;
- 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;
- 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;

Page 1 of 3

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;

- N 07° 20' 22" E, a distance of 963.95 feet to a post found;
 S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with "SAM SURVEYING" cap found;
 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 Partneship 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;
- S 07° 48' 15" W, a distance of 1626.42 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the most southern southeastern corner of said 14.37 acre tract, being on the northern line of said 100.57 acre tract and also being on the southern right of way line of County Road 404 (right of way varies);

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

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

BEARING BASIS NOTE

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

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



12/30/2021

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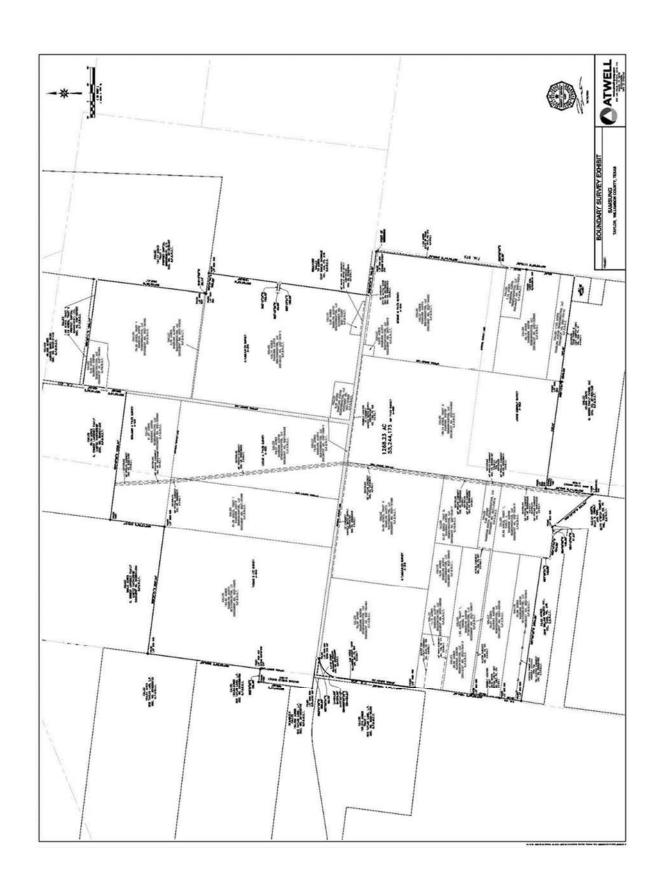


EXHIBIT "C"

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:	3/18/2023	

EXHIBIT "D" Amended and Restated 381 Agreement