WILLIAMSON COUNTY AND SAMSUNG AUSTIN SEMICONDUCTOR, LLC

CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

This CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT (this "Agreement") is made and entered into by and between WILLIAMSON COUNTY (hereinafter referred to as "County"), a Texas political subdivision, and SAMSUNG AUSTIN SEMICONDUCTOR, LLC (hereinafter referred to as "Company"), as of the ____ day of ______, 2021 (the "Effective Date") for the purposes and considerations stated below:

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

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

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

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

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

WHEREAS, the Company intends to acquire a portion of the land in Taylor, Texas that is described on the attached Exhibit "A", attached hereto (the "Land"), to construct thereon buildings and other improvements (the "Facilities"), and to install or locate on the Land or in the Facilities furniture, fixtures, equipment and other personal property (collectively the "Personal Property") (the Facilities, the Land and the Personal Property are collectively referred to herein as the "Property"); and

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

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

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

SECTION 1. TERM.

The "Term" of this Agreement shall be ten (10) full tax years commencing on the earlier of (a) January 1, 2023 or (b) first full tax year following the Company's obtaining a Certificate of Occupancy from the City of Taylor, Texas for a minimum of 6,000,000 square feet of Facilities on the Land (such earlier date being the "Commencement Date"); provided, however, that Company may, at its sole discretion and sole option, elect to delay the Commencement Date by up to one (1) year by delivering a notice to the County stating such desire (a "Notice of Commencement Change"), and in such case, the Commencement Date shall be the date identified in the Notice of Commencement Change. A second ten (10) year extension of the Term shall be granted if the Company meets certain conditions specified herein.

SECTION 2. DEFINITIONS.

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

- (a) <u>Ad Valorem Taxes</u>. The words "**Ad Valorem Taxes**" shall mean all those real and business personal property ad valorem taxes which are required to be paid to the County based on the assessed value of the Property. Ad Valorem Taxes include those taxes paid into the County Operation and Maintenance Fund and the County Debt Fund, but specifically excludes the payment into the County Road and Bridge Fund.
- (b) <u>Agreement</u>. The word "**Agreement**" means this Chapter 381 Economic Development Program and Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) <u>Company</u>. The word **"Company"** means Samsung Austin Semiconductor, LLC. For the purposes of this Agreement, including the address for sending notice, Company's address is 12100 Samsung Blvd., Austin Texas 78754.
- (d) <u>County</u>. The word **"County"** means Williamson County, Texas. For purposes of this Agreement, including the address for sending notice, County's address is 710 Main Street, Suite 101, Georgetown, TX 78626.
- (e) <u>Full-Time Equivalent Job.</u> The words **"Full-Time Equivalent Job"** mean a job filled by an individual who must work for a period of not less than forty (40) hours per week or if less than forty (40) hours a week, the number of hours per week that the Company represents to be in accordance with its designated full-time employment policy as of the reporting year.
- (f) <u>Grant</u>. The word **"Grant"** means a payment to Company under the terms of this Agreement computed with reference to the Ad Valorem Taxes paid to the County by the Company for the Property, and payable from the County's Operation and Maintenance Fund and County Debt Fund in the amount set forth in Section 4 below.
- (g) <u>Grant Submittal Package</u>. The words **"Grant Submittal Package"** mean the documentation required to be supplied to County as further described in Section 3 below as a condition of receipt of any Grant.
- (h) <u>Land</u>. The word "**Land**" shall mean the real property as described in **Exhibit "A"**.

- (i) <u>Program</u>. The word "**Program**" refers to the adoption of this Economic Development Program as called for in Section 381.004 of the Texas Local Government Code.
- (j) <u>Project</u>. The word "**Project**" shall have the meaning described in the Recitals above.
- (k) <u>Property</u>. The word "**Property**" means all of that real property and improvements, and personal property described in the Recitals of this Agreement.
- (I) <u>Purpose.</u> The word "**Purpose**" shall have the meaning described in the Recitals above.
- (m) <u>Term</u>. The word "**Term**" means the term of this Agreement set forth in Section 1 above.
- (n) $\underline{\text{WCAD}}$. The term "**WCAD**" refers to the Williamson County Central Appraisal District.

SECTION 3. OBLIGATIONS OF COMPANY.

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

- (a) In consideration of the County entering into this Agreement, Company will construct a minimum of 6,000,000 square feet of Facilities on the Land and obtain a Certificate of Occupancy ("CO") for this square footage from the City of Taylor, Texas by January 31, 2026, subject to Force Majeure and/or the actions or omissions of the County. Company will construct the Project in phases as follows:
 - By December 31, 2023 Company will obtain a CO for a minimum of 2,500,000 square feet of Facility:
 - By December 31, 2024 Company will obtain a CO for a minimum of an additional 800,000 square feet of Facility, totaling 3,300,000 square feet of Facility;
 - By December 31, 2025 Company will obtain a CO for a minimum of an additional 2,000,000 square feet of Facility, totaling 5,300,000 square feet of Facility;
 - By January 31, 2026 Company will obtain a CO for a minimum of an additional 700,000 square feet of Facility, totaling 6 million square feet of Facility;
- (b) In the event the Company fails to obtain a Certificate of Occupancy for a minimum square footage of Facilities as described above, subject to Force Majeure and/or the actions or omissions of the County, or if Company discontinues the operation of the Facilities for any reason for more than 180 consecutive days (and in the event of a major equipment repair or retooling the County and the Company shall work to mutually agree to the allowable period of nonoperation), then the County may terminate this Agreement after provision of written notice to Company pursuant to the notice provisions in this Agreement and the Company's failure to cure within the applicable cure period.
- (c) The Company agrees to create a total of 1,800 Full-Time Equivalent Jobs, which shall include the initial Full-Time Equivalent Jobs, as follows:

- (1) Company shall create an initial 300 Full-Time Equivalent Jobs by the second anniversary of the commencement of the Term.
- (2) Company shall create an additional 600 Full-Time Equivalent Jobs by the fifth anniversary of the commencement of the Term for a cumulative total of 900 Full-Time Equivalent Jobs;
- (3) Company shall create an additional 900 Full-Time Equivalent Jobs by the seventh anniversary of the commencement of the Term for a cumulative total of 1,800 Full-Time Equivalent Jobs;

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

- (d) If the Company has not satisfied the requirements and conditions described in paragraphs (a), (b), and (c) above at the end of any year during the Term, Company shall have an automatic cure period of ninety (90) days after the end of the applicable year to correct such deficiency, but County shall not have any obligation to give Company written notice or notice otherwise concerning any such deficiency.
- (e) Commencing on the 1st day of March that occurs after the first full year of the Term, and on or before the 1st day of March of each subsequent calendar year during the Term, Company agrees to submit a Grant Submittal Package to County as follows:
 - (i) Evidence reasonably acceptable to County that Company has paid by January 31st all Ad Valorem Taxes due for the previous tax year.
 - (ii) If Company was required to create Full-Time Equivalent Jobs in the previous year pursuant to this Agreement, the Company shall provide to County an affidavit stating the total number of Full-Time Equivalent Jobs which are filled by the Company as of December 31 of the previous year before the date of the submittal of the Grant Submittal Package.
 - (iii) Unless otherwise agreed by County and Company, each Grant Submittal Package shall be in a form as reasonably approved by the County and delivered to Company upon execution of this Agreement. If Company fails to timely submit a Grant Submittal Package for a particular year, then County shall give Company written notice of Company's failure to timely submit such Grant Submittal Package, and Company shall have thirty (30) calendar days calculated from the date on which such written notice is given in which to submit such Grant Submittal Package.
- (f) Company agrees to cooperate with the City of Taylor and the Taylor ISD to hire a minimum of 24 teenagers as interns after the second year of operation during the Term.

SECTION 4. OBLIGATIONS OF COUNTY.

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

- (a) For each tax year during the Term and beginning in the first tax year of the Term, a Grant in an amount equal to 90% of the Ad Valorem Taxes paid by the Company on the Property shall be reimbursed by County to Company on an annual basis upon Company's satisfaction of the requirements of this Agreement. County agrees to process any Grant to be paid to Company within sixty (60) days after the date of approval by County of the Grant Submittal Package.
- (b) A ten (10) year extension of the Term will be granted to the Company after the expiration of the first ten (10) years of the Term if the Company has complied with the terms and conditions of this Agreement and obtained a Certificate of Occupation for six (6) million square feet or more of Facilities on the Land. The Grant for the second ten (10) years of the Term will be in an amount equal to 85% of the Ad Valorem Taxes paid by the Company on the Property on an annual basis upon Company's continuing compliance with the applicable conditions stated in this Agreement.
- (c) The above-described Grant shall be paid throughout the Term so long as Company complies with the terms and condition of this Agreement. Upon final payment of the Grant, this Agreement shall terminate, and neither County nor Company shall have any further obligations hereunder. All future Ad Valorem Taxes thereafter required to be paid by Company to County shall be retained in full by County, as such may be determined subject to any of Company's rights to challenge or reduce such Ad Valorem Taxes as may exist at such time, or from time to time thereafter.
- (d) Company agrees that it is the sole obligation of Company to present satisfactory evidence to County that all due and owing Ad Valorem Taxes have actually been paid to County. If for any reason, the County is unable to verify that the Ad Valorem Taxes were paid to County, County is under no obligation to tender the Grant to Company. County's determination as to the payment of the Grant to Company is final, but shall not be unreasonable.
- (e) If Company files a Notice of Protest regarding Ad Valorem Taxation valuations with WCAD, County reserves the option of withholding Grant payments until the protested matters are resolved.
- (f) County, acting through its County Judge or his designee, agrees to act as a county-wide liaison with other governmental entities and public utilities, through the construction phase of the Project and thereafter.

SECTION 5. EVENTS OF DEFAULT; TERMINATION WITH DEFAULT

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

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

Agreement by County sending written notice thereof to Company that County's and Company's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein).

- (b) The dissolution or termination of Company's existence as an active business or concern, Company's insolvency, appointment of receiver for any part of Company's assets, any assignment of all or substantially all of the assets of Company for the benefit of creditors of Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.
- (c) The failure of Company to pay Ad Valorem Taxes required to be paid to County.
- (d) The failure of County to pay all or any portion of a Grant to Company when due and owing under the terms of the Agreement. Company shall notify County in writing of such Event of Default. County shall have thirty (30) days after receipt of such notice to cure the Event of Default and failure to do so may result in the termination of this Agreement by Company sending written notice thereof to County that Company's and County's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein); provided, however that Company may pursue such remedies available to it by law or equity, including, specific performance.
- (e) If Company shall fail to perform any obligation that does not have an express cure period under this Agreement, then Company shall have thirty (30) days after receipt of the notice of default from County to cure the Event of Default, and failure to do so may result in the termination of this Agreement by County sending written notice thereof to Company that County's and Company's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein). In the event the default cannot be cured in the time allotted in this Agreement the County may extend the cure period on good cause shown and diligent pursuit of a remediation plan by Company.

SECTION 6. TERMINATION OF AGREEMENT BY COUNTY WITHOUT DEFAULT.

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

SECTION 7. GRANT RECAPTURE.

In the event of an Event of Default by Company which is not cured within the time periods set forth in Section 5 or in the otherwise additional time allowed by County as Company's total cure period, and upon termination by County of this Agreement as set forth above, County may recapture and collect from Company the amount(s) of Grants already paid by County to Company for three (3) years directly preceding the date of the notice of default. Company shall pay to County the foregoing amount(s) within thirty (30) days after the County makes written demand for same. No further Grants shall then be payable to Company and this Agreement shall be of no further force or effect.

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

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.
- (c) Assignment. Company understands and agrees that the County expressly prohibits Company from selling, transferring, assigning or conveying in any way any rights to receive the Grant without the County's prior written consent; provided however, that Company may collaterally assign this Agreement to a lender or investor financing the Facilities with 30 days' advance written notice to County.
- (d) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. County warrants and represents that the individual executing this Agreement on behalf of County has full authority to execute this Agreement and bind County to the same. Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (f) Execution of Agreement. The Commissioners Court shall authorize the County Judge to execute this Agreement on behalf of County.
- (g) Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, pandemic, acts of God, inclement weather, fire or other casualty, or court injunction or other event outside of the reasonable control of the affected party ("Force Majeure"), the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (h) Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above in Section 2. Any party may change its address for notices under this Agreement by giving formal written notice to the

other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

- (i) Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- (j) Sovereign Immunity. Except as such waiver may otherwise be specifically provided for to the contrary under Texas statutes or controlling case law, no party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

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

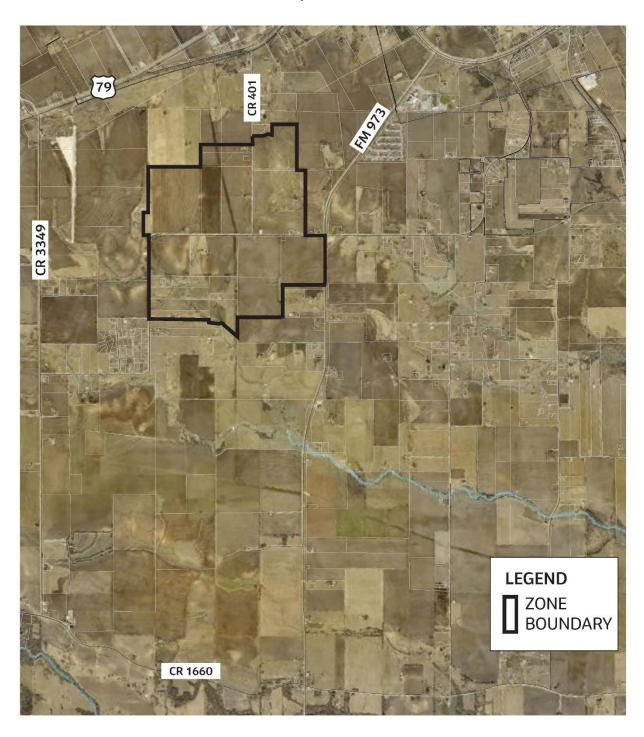
(Signatures on the following pages)

	COMPANY:
	SAMSUNG AUSTIN SEMICONDUCTOR, LLC
	By: Name: Title: Date:
	COUNTY:
	COUNTY OF WILLIAMSON, TEXAS
	By:Bill Gravell, Jr., County Judge
Attest:	
Ву:	
Nancy Rister, County Clerk	

Approximately 1,187.5 acres, generally located Southwest of downtown Taylor, Texas, in an area South of State Highway 79, North of County Road 1660, East of County Road 3349, and West of Farm to Market Road 973 in the extraterritorial jurisdiction of the City of Taylor, including the properties listed below by Williamson Central Appraisal District Property Identification Number:

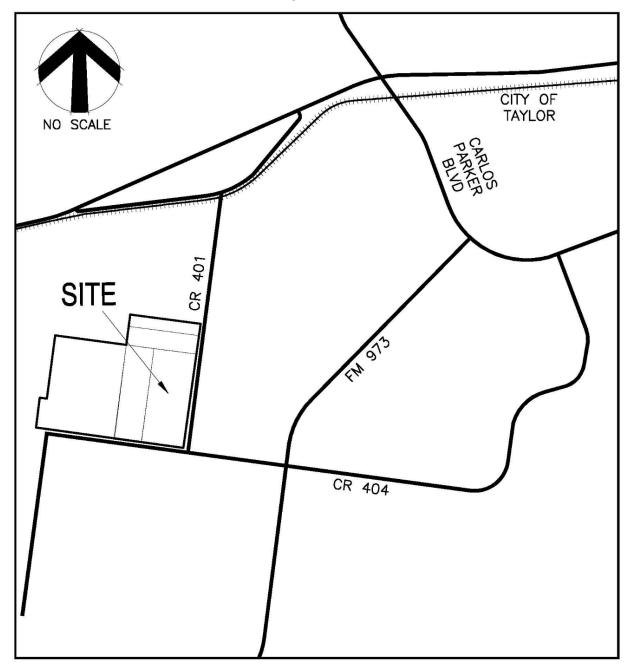
Property ID	WCAD Legal Description
R019409	AW0800 LEE, T.B. SUR., ACRES 12.400
R019700	AW0631 TYLER, B.J. SUR., ACRES 17.000
R020073	AW0631 TYLER, B.J. SUR., ACRES 2.000
R019412	AW0800 LEE, T.B. SUR., ACRES 8.000
R019701	AW0631 TYLER, B.J. SUR., ACRES 10.000
R020074	AW0631 TYLER, B.J. SUR., ACRES 2.000
R019411	AW0800 - LEE, T.B. SUR., ACRES 158.185
R020004	AW0800 - LEE, T.B. SUR., ACRES 1.5
R430327	AW0484 - NOBLES, W. SUR., ACRES 5
R019702	AW0632 - TYLER, L.A. SUR., ACRES 94.76
R020075	AW0632 TYLER, L.A. SUR., ACRES .50
R019408	AW0800 LEE, T.B. SUR., ACRES 62.0
R019261	AW0318 H.T. & B.R.R. CO. SUR., ACRES 83.33
R019977	AW0318 H.T. & B.R.R. CO. SUR., ACRES 1.0
R019262	AW0318 H.T. & B.R.R. CO. SUR., ACRES 70.3855
R092013	AW0318 H.T. & B.R.R. CO. SUR., ACRES 1.0
R019706	AW0636 TYLER, G.W. SUR., ACRES 95.750
R020076	AW0636 TYLER, G.W. SUR., ACRES 1.000
R019209	AW0923 EBBERLY, J. SUR., ACRES 59.0
R019237	AW0315 H.T. & B.R.R. CO. SUR., ACRES 79.49
R594305	AW0315 - H.T. & B.R.R. CO. SUR., 5.30 ACRES
R019965	AW0315 - H.T. & B.R.R. CO. SUR., 2 ACRES
R019230	AW0315 - H.T. & B.R.R. CO. SUR., ACRES 142.7, [MH R574023]
R019703	AW0634 TYLER, G.N. SUR., ACRES 92.0
R019705	AW0634 TYLER, G.N. SUR., ACRES .879
R577898	AW0315 AWO315 - H.T. & B.R.R. CO. SUR., ACRES 0.86
R019264	AW0318 H.T. & B.R.R. CO. SUR., ACRES 35.85
R019263	AW0318 H.T. & B.R.R. CO. SUR., ACRES 7.470
R107030	AW0318 H.T. & B.R.R. CO. SUR., ACRES 21.63
R019259	AW0318 H.T. & B.R.R. CO. SUR., ACRES 18.779
R333621	AW0318 H.T. & B.R.R. CO. SUR., ACRES 10.155
R337975	AW0318 - H.T. & B.R.R. CO. SUR., ACRES 1
R019267	AW0318 - H.T. & B.R.R. CO. SUR.

Property ID	WCAD Legal Description
R019260	AW0318 H.T. & B.R.R. CO. SUR., ACRES 29.88
R019269	AW0318 H.T. & B.R.R. CO. SUR., ACRES 23.7



PARCEL 1 (Northwestern Area)

VICINITY MAP

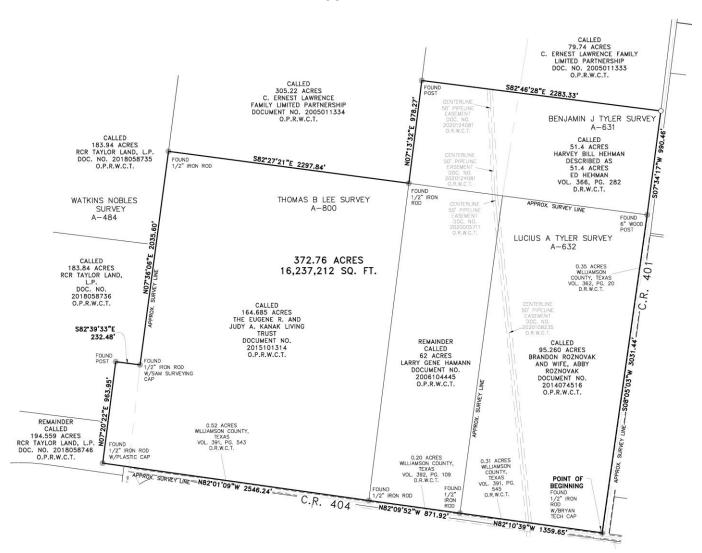


VICINITY MAP

N.T.Sys 19

PARCEL 1 (Northwestern Area)

SURVEY



PARCEL 1 (Northwestern Area)

LEGAL DESCRIPTION

A 372.76 acres (16,237,212 square feet), tract of land, lying within the Lucius A. Tyler Survey, Abstract 632, the Thomas B. Lee Survey, Abstract 800, the Watkins Nobles Survey, Abstract 484 and the Benjamin J. Tyler Survey, Abstract 631, Williamson County, Texas, and being all of a called 95.260 acre tract, conveyed to Brandon Roznovak and wife, Abby Roznovak in Document No. 2014074516, Official Public Records of Williamson County, Texas, all of the remainder of a called 62 acre tract, conveyed to Larry Gene Hamann in Document No. 2006104445, Official Public Records of Williamson County, Texas, all of a called 164.685 acre tract, conveyed to The Eugene R. and Judy A. Kanak Living Trust in Document No. 2015101314, Official Public Records of Williamson County, Texas and all of a called 51.4 acre tract, conveyed to Harvey Bill Hehman and described in Volume 366, Page 282, Deed Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with "BRYAN TECH" cap found for the southeastern corner of said 95.260 acre tract also being the point of intersection of the northern right of way line of County Road 404 with the western right of way line of County Road 401, for the **POINT OF BEGINNING** and the southeastern corner of the herein described tract:

THENCE, with the southern line of said 95.260 acre tract and also being the northern right-of-way line of County Road 404, N 82° 10′ 39″ W, a distance of 1359.65 feet to a 1/2″ iron rod found for the southwestern corner of said 95.260 acre tract and also being the southeastern corner of said remainder of 62 acre tract;

THENCE, with the southern line of said remainder of 62 acre tract and also being the northern right-of-way line of County Road 404, N 82° 09' 52" W, a distance of 871.92 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 62 acre tract and also being the southeastern corner of said 164.685 acre tract;

THENCE, with the southern line of said 164.685 acre tract and also being the northern right-of-way line of County Road 404, N 82° 01′ 09″ W, a distance of 2546.24 feet to a 1/2″ iron rod with plastic cap found for the southwestern corner of said 164.685 acre tract and also being an ell corner of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 164.685 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, the following three (3) courses and distances;

- 1. N 07° 20′ 22" E, a distance of 963.95 feet to a found post for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
- 2. S 82° 39′ 33″ E, a distance of 232.48 feet to a 1/2″ iron rod with Sam Surveying cap found for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
- 3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.685 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited 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 164.685 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.685 acre tract, the northwestern corner of said remainder of 62 acre tract and also being the southwestern corner of said 51.4 acre tract;

THENCE, with the western line of said 51.4 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a Post found for the northwestern corner of said 51.4 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

THENCE, with the northern line of said 51.4 acre tract and also being the southern line of said 79.74 acre tract.

S 82° 46' 28" E, a distance of 2283.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 51.4 acre tract, the southeastern corner of said 79.74 acre tract and also being on the western right of way line of County Road 401, for the northeastern corner of the herein described tract:

THENCE, with the eastern line of said 51.4 acre tract and also being the western right of way line of County Road 401,

S 07° 34′ 17″ W, a distance of 990.46 feet to a 6″ Wood Post found for the southeastern corner of said 51.4 acre tract and also being the northeastern corner of said 95.260 acre tract;

THENCE, with the eastern line of said 95.260 acre tract and also being the western right of way line of County Road 401,

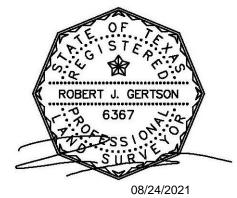
S 08° 05' 03" W, a distance of 3031.44 feet to the **POINT OF BEGINNING**.

Containing 372.76 acres or 16,237,212 square feet, more or less.

BEARING BASIS NOTE

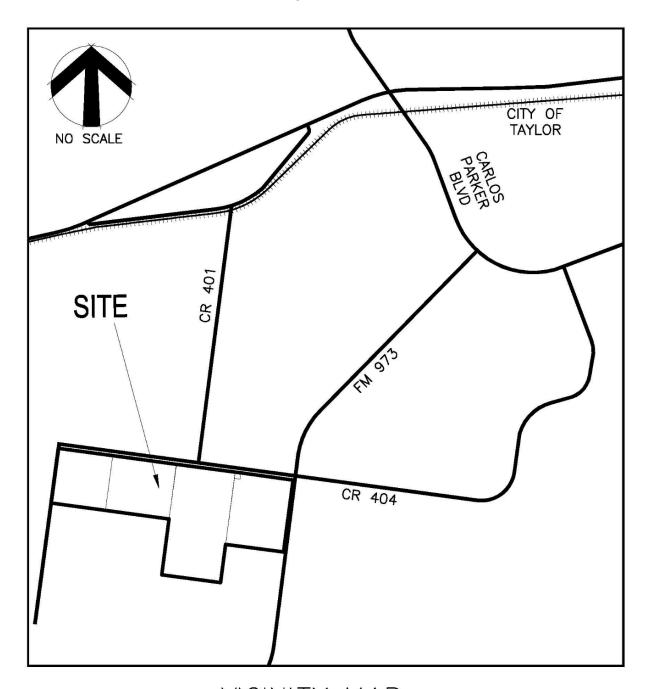
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

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



PARCEL 2 (South Central Area)

VICINITY MAP

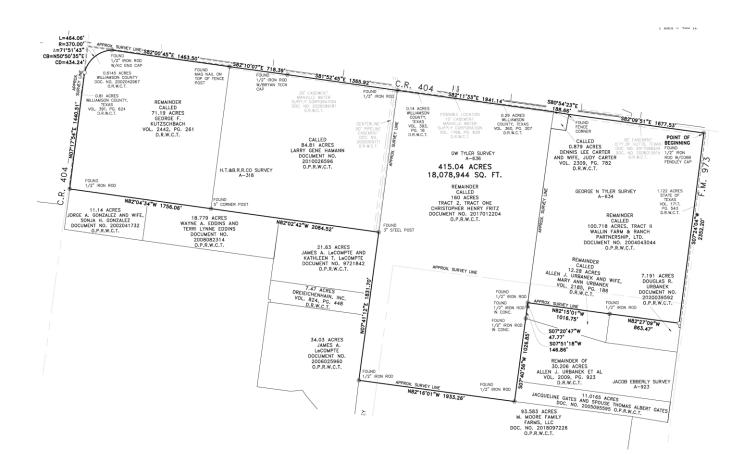


VICINITY MAP

N.T.Sys 19

PARCEL 2 (South Central Area)

SURVEY



PARCEL 2 (South Central Area)

LEGAL DESCRIPTION

A 415.04 acre (18,078,944 square feet), tract of land, lying within the H.T.&B.R.R.CO. Survey, Abstract 318, the GW Tyler Survey, Abstract 636, the George N. Tyler Survey, Abstract 634 and the Jacob Ebberly Survey, Abstract 923, Williamson County, Texas, and being all of the remainder of a called 100.718 acre tract, (Tract II) conveyed to Wallin Farm & Ranch Partnership, Ltd. in Document No. 2004043044, Official Public Records of Williamson County, Texas, all of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas, all of a called 84.81 acre tract, conveyed to Larry Gene Hamann in Document No. 2010026596, Official Public Records of Williamson County, Texas, all of a called 0.879 acre tract, conveyed to Dennis Lee Carter and wife, Judy Carter in Volume 2309, Page 782, Deed Records of Williamson County, Texas and all of the remainder of a called 71.19 acre tract, conveyed to George F. Kutzschback in Volume 2442, Page 261, Deed Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said remainder of 100.718 acre tract and also being the intersection point of the western right of way line of Farm to Market Road 973 (R.O.W. varies) with the southern right of way line of County Road 404 (R.O.W. varies) for the **POINT OF BEGINNING** and the northeastern corner of the herein described tract;

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

THENCE, with the southern line of said remainder of 100.718 acre tract and also being the northern line of said 7.191 acre tract, N 82° 27' 09" W, a distance of 863.47 feet to a 1/2" iron rod found, for the northwestern corner of said 7.191 acre tract and also being the northeastern corner of the remainder of a called 12.28 acre tract, conveyed to Allen J. Urbanek and wife, Mary Ann Urbanek in Volume 2185, Page 186, Deed Records of Williamson County, Texas;

THENCE, with the southern line of said remainder of 100.718 acre tract and also being the northern line of said remainder of 12.28 acre tract, N 82° 15' 01" W, a distance of 1016.75 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 100.718 acre tract, the northwestern corner of said remainder of 12.28 acre tract and also being on the eastern line of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas;

THENCE, with a eastern line of said remainder of 160 acre tract and also being the western line of said remainder of 12.28 acre tract, the following two (2) courses and distances:

- 1. S 07° 20' 47" W, a distance of 47.77 feet to a 1/2" iron rod in concrete found;
- S 07° 51' 18" W, a distance of 146.86 feet to a 1/2" iron rod in concrete found for the southwestern corner of said remainder of 12.28 acre tract and also being the northwestern corner of the remainder of a called 30.206 acre tract, conveyed to Allen J. Urbanek Et Al in Volume 2009, Page 923, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said remainder of 160 acre tract, being the western line of said remainder of 30.206 acre tract and also being the western line of a called 11.0165 acre tract, conveyed to Jacqueline Gates and Spouse Thomas Albert Gates in Document No. 2005095595, Official Public Records of

Williamson County, Texas, S 07° 40′ 36″ W, a distance of 1026.85 feet to a 1/2″ iron rod found for the southeastern corner of a said remainder of 160 acre tract, the southwestern corner of said 11.0165 acre tract and also being on the northern line of a called 93.583 acre tract, conveyed to M. Moore Family Farms, LLC in Document No. 2018097226, Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said remainder of 160 acre tract and also being the northern line of said 93.583 acre tract, N 82° 16' 01" W, a distance of 1933.26 feet to a 1/2" iron rod found for the southwestern corner of a said remainder of 160 acre tract, the northwestern corner of said 93.583 acre tract and also being on the eastern line of a called 34.03 acre tract, conveyed to James A. LeCompte in Document No. 2006025960, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said remainder of 160 acre tract, the eastern line of said 34.03 acre tract, the eastern line of a called 7.47 acre tract, conveyed to Dreieichenhain, Inc. in Volume 824, Page 448, Deed Records of Williamson County, Texas and the eastern line of a called 21.63 acre tract, conveyed to James A. LeCompte and Kathleen T. LeCompte in Document No. 9721842, Official Records of Williamson County, Texas, N 07° 41' 12" E, a distance of 1831.70 feet to a 3" Steel Post found for the northeastern corner of a said 21.63 acre tract and also being the southeastern corner of said 84.81 acre tract;

THENCE, with the southern line of said 84.81 acre tract, being the northern line of said 21.63 acre tract and also being the northern line of a called 18.779 acre tract, conveyed to Wayne A. Eddins and Terri Lynne Eddins in Document No. 2008082314, Official Public Records of Williamson County, Texas, N 82° 02' 42" W, a distance of 2084.52 feet to a 5" Corner Post found for the southwestern corner of said 84.81 acre tract and also being the southeastern corner of said 71.19 acre tract;

THENCE, with the southern line of said 71.19 acre tract, being the northern line of said 18.779 acre tract and also being the northern line of a called 11.14 acre tract, conveyed to Jorge A. Gonzalez and wife, Sonja H. Gonzalez in Document No. 2002041732, Official Public Records of Williamson County, Texas, N 82° 04' 34" W, a distance of 1756.06 feet to a 1/2" iron rod found for the southwestern corner of said 71.19 acre tract, the northwestern corner of said 11.14 acre tract and also being on the eastern right of way line of County Road 404, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 71.19 acre tract and also being the eastern right of way line of County Road 404, the following two (2) courses and distances:

- 1. N 07° 17' 54" E, a distance of 1440.51 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the most southern northwestern corner of said 71.19 acre tract and of the herein described tract and also being the point of curvature of a curve to the right;
- 2. With said curve to the right, an arc distance of 464.06 feet, having a radius of 370.00 feet, an angle of 71° 51′ 43″, and a chord bearing N 50° 50′ 35″ E, a distance of 434.24 feet to a 1/2″ iron rod with cap stamped "KC ENG" found for the most northern northwestern corner of said 71.19 acre tract and of the herein described tract and also being on the southern right of way line of County Road 404;

THENCE, with the northern line of said 71.19 acre tract and also being the southern right of way line of County Road 404, S 82° 00' 45" E, a distance of 1463.50 feet to a Mag Nail on Top of Fence Post found for the northeastern corner of said 71.19 acre tract and also being the northwestern corner of said 84.81 acre tract;

THENCE, with the northern line of said 84.81 acre tract and also being the southern right of way line of County Road 404, the following two (2) courses and distances:

1. S 82° 10' 07" E, a distance of 718.39 feet to a 1/2" iron rod with "BRYAN TECH" cap found;

2. S 81° 52' 45" E, a distance of 1365.92 feet to a 1/2" iron rod found for the northeastern corner of said 84.81 acre tract and also being the northwestern corner of said remainder of called 160 acre tract:

THENCE, with the northern line of said remainder of 160 acre tract and also being the southern right of way line of County Road 404, S 82° 11' 33" E, a distance of 1941.14 feet to a fence corner found for the northeastern corner of said remainder of 160 acre tract and also being the northwestern corner of said 0.879 acre tract;

THENCE, with the northern line of said 0.879 acre tract and also being the southern right of way line of County Road 404, S 80° 54' 23" E, a distance of 188.66 feet to a fence corner found for the northeastern corner of said 0.879 acre tract also being an ell corner of the remainder of said 100.718 acre tract

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

Containing 415.04 acres or 18,078,944 square feet, more or less.

BEARING BASIS NOTE

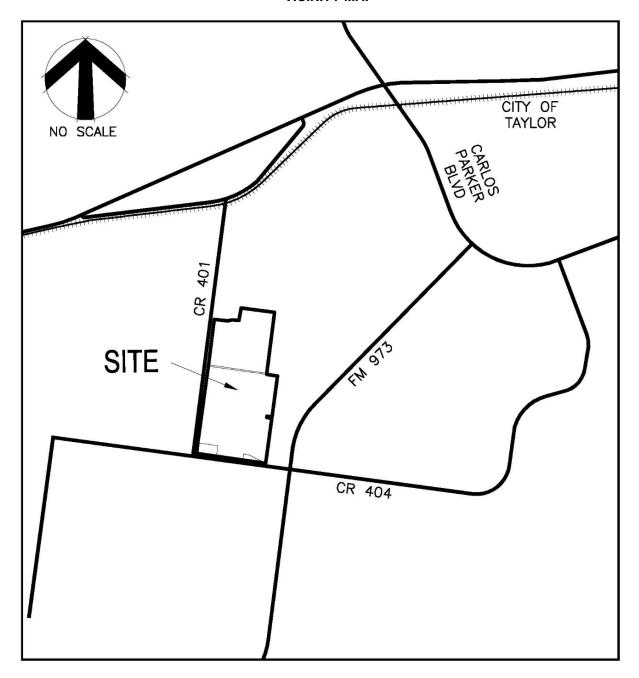
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS Texas Registration No. 6367 Atwell, LLC 805 Las Cimas Parkway, Suite 310 Austin, Texas 78746 Ph. 512-904-0505 TBPE LS Firm No. 10193726 08/19/2021



PARCEL 3 (Northeastern Area)

VICINITY MAP

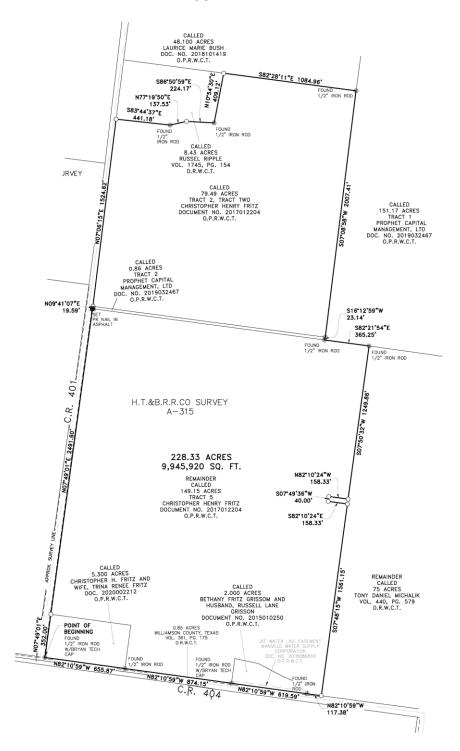


VICINITY MAP

N.T.Sys 19

PARCEL 3 (Northeastern Area)

SURVEY



PARCEL 3 (Northeastern Area)

LEGAL DESCRIPTION

A 228.33 acre (9,945,920 square feet), tract of land, lying within the H.T.&B.R.R.CO. Survey, Abstract 315, Williamson County, Texas, and being all of a called 5.300 acre tract, conveyed to Christopher H. Fritz and wife, Trina Renee Fritz in Document No. 2020002212, Official Public Records of Williamson County, Texas, all of a called 2.000 acre tract, conveyed to Bethany Fritz Grissom and husband, Russell Lane Grissom in Document No. 2015010250, Official Public Records of Williamson County, Texas, all of a called 0.86 acre tract, (Tract 2) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, all of the remainder of a called 149.15 acre tract, (Tract 5), conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas and all of a called 79.49 acre tract, (Tract 2 – Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with "BRYAN TECH" cap found for the southwestern corner of said 5.300 acre tract and also being the point of intersection of the northern right of way line of County Road 404 with the eastern right of way line of County Road 401, for the **POINT OF BEGINNING** and the southwestern corner of the herein described tract:

THENCE, with the western line of said 5.300 acre tract and also being the eastern right-of-way line of County Road 401,

N 07° 49' 01" E, a distance of 352.00 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 5.300 acre tract and also being an ell corner of said remainder of 149.15 acre tract;

THENCE, with the western line of said remainder of 149.15 acre tract and also being the eastern right of way line of County Road 401, N 07° 49' 01" E, a distance of 2491.60 feet to a PK nail in asphalt set for the northwestern corner of said remainder of 149.15 acre tract and also being the southwestern corner of said 0.86 acre tract;

THENCE, with the western line of said 0.86 acre tract and also being the eastern right of way line of County Road 401, N 09° 41' 07" E, a distance of 19.59 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 0.86 acre tract and also being southwestern corner of said 79.49 acre tract;

THENCE, with the western line of said 79.49 acre tract and also being the eastern right of way line of said County Road 401,

N 07° 06' 15" E, a distance of 1524.62 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the most western northwestern corner of said 79.49 acre tract and also being the southwestern corner of a called 8.43 acre tract, conveyed to Russel Ripple in Volume 1745, Page 154, Deed Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with a northern line of said 79.49 acre tract and also being the southern line of said 8.43 acre tract, the following three (3) course and distances:

- 1. S 83° 44' 37" E, a distance of 441.18 feet to a 1/2" iron rod found;
- 2. N 77° 19' 50" E, a distance of 137.53 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
- 3. S 86° 50′ 59″ E, a distance of 224.17 feet to a 1/2″ iron rod found for an ell corner of said 79.49 acre tract and also being the southeastern corner of said 8.43 acre tract;

THENCE, with a western line of said 79.49 acre tract and also being the eastern line of said 8.43 acre tract, N 10° 54′ 30″ E, a distance of 409.12 feet to a 1/2″ iron rod with cap stamped "ATWELL LLC" set for

an ell corner of said 79.49 acre tract, the northeastern corner of said 8.43 acre tract and also being the northern line of a called 48.100 acre tract, conveyed to Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas;

THENCE, with a northern line of said 79.49 acre tract and also being the southern line of said 48.100 acre tract.

S 82° 28' 10" E, a distance of 1084.96 feet to 1/2" iron rod found for the northeastern corner of said 79.49 acre tract, being the southeastern corner of said 48.100 acre tract and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract

THENCE, with the eastern line of said 79.49 acre tract and also being the western line of said 151.17 acre tract.

S 07° 08' 58" W, a distance of 2007.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.49 acre tract and also being the northeastern corner of said 0.86 acre tract;

THENCE, with the eastern line of said 0.86 acre tract and also being the western line of said 151.17 acre tract.

S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for an angle point of said remainder of 149.15 acre tract, the southeastern corner of said 0.86 acre tract and also being the southwestern corner of said 151.17 acre tract;

THENCE, with the northern line of said remainder of 149.15 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said remainder of 149.15 acre tract and also being the northwestern corner of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said remainder of 149.15 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

- S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set.
- 2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
- 3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
- 4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
- 5. S 07° 48' 15" W, a distance of 1561.15 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southeastern corner of said remainder of 149.15 acre tract, the southwestern corner of said 75 acre tract and also being on the northern right of way line of County Road 404, for the southeastern corner of the herein described tract

THENCE, with the southern line of said remainder of 149.15 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 117.38 feet to a 1/2" iron rod found for an ell corner of said remainder of 149.15 acre tract and also being the southeastern corner of said 2.000 acre tract;

THENCE, with the southern line of said 2.000 acre tract and also being the northern right-of-way line of County Road 404,

N 82° 10' 59" W, a distance of 619.59 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southwestern corner of said 2.00 acre tract and also being an ell corner of said 149.15 acre tract;

THENCE, with the southern line of said remainder of 149.15 acre tract and also being the northern right of way line of County Road 404, N 82° 10′ 59″ W, a distance of 874.15 feet to a 1/2″ iron rod found for an

ell corner of said remainder of 149.15 acre tract and also being the southeastern corner of said 5.300 acre tract;

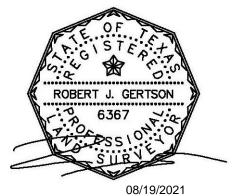
THENCE, with the southern line of said 5.300 acre tract and also being the northern right of way line of County Road 404, N 82° 10′ 59″ W, a distance of 655.87 feet to the **POINT OF BEGINNING**.

Containing 228.33 acres or 9,945,920 square feet, more or less.

BEARING BASIS NOTE

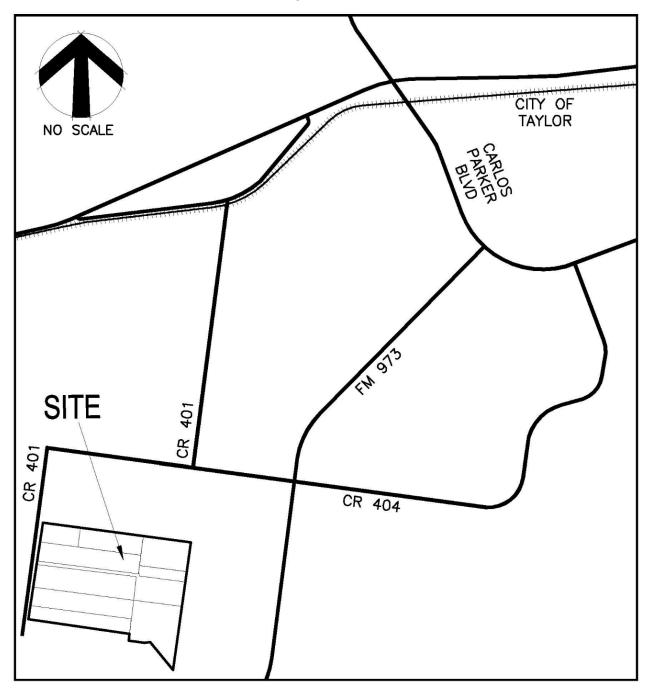
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

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PARCEL 4 (Southwestern Area)

VICINITY MAP

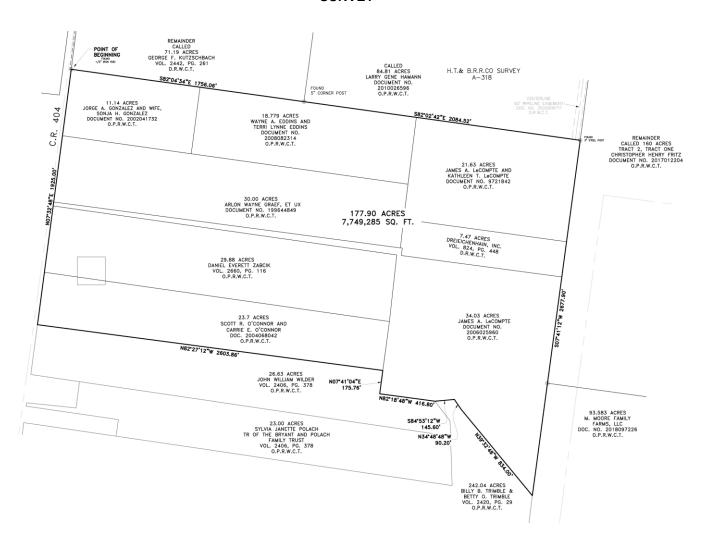


VICINITY MAP

N.T.S.

PARCEL 4 (Southwestern Area)

SURVEY



PARCEL 4 (Southwestern Area)

LEGAL DESCRIPTION

A 177.90 acre (7,749,285 square feet), tract of land, lying withing the H.T. & B.R.R.CO. Survey, Abstract 318, Williamson County, Texas, and being all of a called 11.14 acre tract, conveyed to Jorge A. Gonzalez and Wife, Donja H. Gonzales in Document No. 2002041732, Official Public Records of Williamson County, Texas, all of a called a 18.779 acres conveyed to Wayne A Eddins and Terri Lynne Eddins in Document No. 2008082314, Official Public Records of Williamson County, Texas, all of a called 21.63 acres conveyed to James A. LeCompte and Kathleen T. LeCompte in Document No. 9721842, Official Public Records of Williamson County, Texas, all of a called 34.03 acres conveyed to James A. LeCompte in Document No. 2006025960, Official Public Records of Williamson County, Texas, all of a called 34.03 acres conveyed to James A. LeCompte in Document No. 2006025960, Official Public Records of Williamson County, Texas, all of a called 23.7 acres conveyed to Scott R. O'Connor and Carrie E. O'Connor in Document No. 2004068042, Official Public Records of Williamson County, Texas, all of a called 29.88 acres conveyed to Daniel Everett Zabcik in Volume 2660, Page 116, Official Public Records of Williamson County, Texas, and all of a called 30.00 acre tract conveyed to Arlon Wayne Graef, Et Ux, in Document No. 199644849 Official Public Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod found for the northernmost corner of said 11.14 acre tract, also being the southwestern corner of the remainder of a called 71.19 acre tract conveyed to George F. Kutzschbach in Volume 2442, Page 261, Deed Records of Williamson County, Texas, also being the eastern right of way line of County Road 404 (R.O.W. varies) for the **POINT OF BEGINNING** and the northernmost corner of the herein described tract:

THENCE, with the northern line of said 11.14 acre tract and said 18.779 acre tract, also being the southern line of said 71.19 acre tract, S 82° 04' 34" E, a distance of 1756.06 feet to a 5" fence corner post found for the southeastern corner of said 71.19 acre tract, also being the southwestern corner of a called 84.81 acre tract conveyed to Larry Gene Hamann in Document No. 2010026596 for a northern corner of the herein described tract:

THENCE, with the northern line of said 18.779 acre tract, also being the southern line of said 84.81 acre tract and also being the northern line of said 21.63 acre tract, S 82° 02' 42" E, a distance of 2084.52 feet to a 3" steel corner post found for the southernmost corner of said 84.81 acre tract, also being on the western line of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas; for the easternmost corner of the herein described tract:

THENCE, with the western line of said remainder of 160 acre tract also being the eastern line of said 21.63 acre tract, the eastern line of said 7.47 acre tract and the eastern line of said 34.03 acre tract, S 07° 41' 12" W, passing a point at a distance of 1831.70 feet for the southwestern corner of said remainder of 160 acre tract, also being a northwestern corner of a called 93.583 continuing for a total distance of 2677.90 feet to the southernmost point of the herein described tract, also being a northeastern corner of a called 242.04 acre tract conveyed to Billy B. Trimble and Betty O. Trimble in Volume 2420, Page 29, Official Public Records of Williamson County, Texas, and also being in the western line of said 93.583 acre tract;

THENCE, with the southern line of said 34.03 acre tract and also being the northern line of said 242.04 acre tract, the following three (3) courses and distances:

- 3. N 39° 32' 48" W, a distance of 834.00 feet to point on the southern line of the herein described tract;
- 4. N 34° 48" W, a distance of 90.20 feet to point on the southern line of the herein described tract;
- 5. S 84° 53' 12" W, a distance of 145.60 feet to point on the southern line of the herein described tract; also being a northern corner of said 242.04 acre tract and a northeastern corner of a called

26.63 acre tract conveyed to John William Wilder in Volume 2406, Page 378 Official Public Records of Williamson County. Texas:

THENCE, with the southern line of said 34.03 acre tract also being the northern line of said 26.63 acre tract, the following two (2) courses and distances:

- 1. N 82° 18' 48" W, a distance of 416.80 feet to point on the southern line of the herein described tract:
- 2. N 07° 41′ 04" E, a distance of 175.76 feet to point on the southern line of the herein described tract, also being the southernmost corner of said 23.7 acre tract;

THENCE, with the southern line of said 23.7 acre tract also being the northern line of said 26.63 acre tract, N 82° 27′ 12″ W, a distance of 2603.86 feet to point for the southwestern corner of said 23.7 acre tract and the herein described tract, also being the northernmost corner of said 26.63 acre tract also being on the eastern line of said right of way line of County Road 404 (R.O.W. varies);

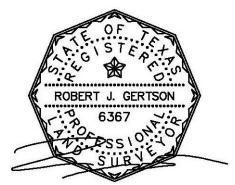
THENCE, with the eastern right of way line of County Road 404 (R.O.W. Varies) also being the western property line of said 23.7 acre tract, western line of said 29.88 acre tract, western line of said 30.00 acre tract and western line said 11.14 acre tract, N 07° 32' 48" E, a distance of 1925.00 feet to the **POINT OF BEGINNING**.

Containing 177.90 acres or 7,749,285 square feet, more or less.

BEARING BASIS NOTE

This boundary exhibit was prepared from record information and central appraisal Distict Linework. No on the ground survey was performed.

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



08/26/2021