

STATE OF TEXAS §
 § DEVELOPMENT REVIEW REIMBURSEMENT AGREEMENT
COUNTY OF WILLIAMSON §

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

WITNESSETH:

WHEREAS, Company owns a portion of or is under contract to purchase a portion of the real property in Williamson County, Texas, being further described in **Exhibit “A”** attached hereto (the “**Land**”); and

WHEREAS, as of the date of signing this Agreement, the Parties are considering the Project (as defined herein) but have not made the final decision to proceed with the Project; and

WHEREAS, in connection with considering the Project, the Parties have prepared the terms of that certain Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement (the “**Incentive Agreement**”); and

WHEREAS, in connection with considering the Project, the Parties have prepared the terms of that certain City of Taylor Development Agreement pursuant to Tex. Loc. Govt. Code §212.172 relating the development and use of a portion of the Land (the “**Development Agreement**”); and

WHEREAS, if the Parties proceed with the Project, the Parties would execute the Incentive Agreement and Development Agreement, and the Company would voluntarily seek annexation of all or a portion of the Land into City’s corporate limits and develop a portion of the Land for the Project (hereinafter defined) pursuant to the terms of the Development Agreement; and

WHEREAS, the Parties recognize that costs to be incurred by City for the Development Review Services for the Project will be significant and require resources and services in addition to the current City level of services to (i) achieve the planned schedule for the development of the Land and the construction of the Initial Project and (ii) provide the expedited and prioritized review procedures described in Articles IV and V of the Development Agreement; and

WHEREAS, the Parties further recognize that the provisions of Articles VII and VIII of the Development Agreement relating to the time by which City is obligated to make available to Company certain capacity of water and wastewater service with respect to the Initial Project, may

require City to begin incurring costs prior to Company closing on the purchase of all the Land and satisfying all the other Conditions Precedent (defined below); and

WHEREAS, Company desires to advance the funds to the City for the Development Review Services (hereinafter defined) if the Parties proceed with the Project; and

WHEREAS, the Parties desire to provide for the reimbursement to City for the City Development Costs (hereinafter defined) if the Company does not proceed with the Project.

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

Article I

Definitions

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

“Annexation” shall mean the voluntary annexation of the Land into the City in accordance with applicable provisions of Chapter 43 of the Texas Local Government Code, as amended.

“Business Day” or “business day” shall mean any day other than a Saturday, a Sunday, a federally observed national holiday, the Friday after Thanksgiving Day, and December 24th.

“Completion of Construction” shall mean that: (i) the construction of the Initial Improvements has been substantially completed; and (ii) a certificate of occupancy has been issued by City for the occupancy of the Initial Improvements by the Company.

“City Development Costs” shall mean the reasonable costs incurred and paid by City relating to performance of City’s obligations pursuant to Article VII and Article VIII of the Development Agreement relating to the water and wastewater facilities to be designed and constructed including, but not limited to, (i) all costs relating to the design and construction of all public water and wastewater facilities for which City is obligated to construct pursuant to Article VII and Article VIII of the Development Agreement, (ii) reasonable attorneys’ fees incurred in preparation and negotiation of contracts between City and third parties relating to the design and construction of the foregoing public improvements, (iii) application, permit, and/or other fees and charges paid in relation to obtaining any governmental permit required in order to construct and/or operate the foregoing public improvements or facilities, (iv) rental fees and charges paid with respect to the lease or renting of any equipment or facilities reasonably necessary in order to perform City’s obligations set forth in Article VII and Article VIII of the Development Agreement; (v) all costs incurred and paid relating to the acquisition of any interest in real property by City necessary for the location and construction of any public improvements

and/or facilities City is obligated to construct in accordance with Article VII and Article VIII of the Development Agreement (but, for clarity, excluding amounts that the City could reasonably receive in disposing of such real property interests); and (vi) all costs relating to any debt issued by City for the purpose of funding City's performance of its obligations to design and construct the water and wastewater facilities required by Article VII and Article VIII of the Development Agreement including, but not limited to, interest paid on such funds and City's costs for issuance of such debt (but, for clarity, excluding amounts funded to the City pursuant to such debt which have not yet been expended by the City).

"Comprehensive Plan" means the Comprehensive Plan adopted by the City Council in accordance with Chapter 213 of the Texas Local Government Code, as amended from time to time.

"Conditions Precedent" shall mean: (i) the Company has closed its purchase of the Land on or before December 31, 2021; (ii) the Company having submitted an application for voluntary annexation of the Land into the City on or before ninety (90) days after the "Effective Date" as that term is defined in the Development Agreement; (iii) the Development Agreement has been executed by Company; (iv) the County Agreement has been executed by Company; (v) the School Incentive Agreement has been executed by Company; (vi) the Tax Abatement Agreement has been executed by Company; (vii) the Incentive Agreement has been executed by Company.

"County" shall mean Williamson County, Texas.

"County Agreement" shall mean that certain economic development agreement pursuant to Chapter 381 of the Texas Local Government Code by and between County and the Company dated approximately the same date as the Incentive Agreement.

"Development Agreement" is defined in the recitals.

"Development Review Costs" shall mean the costs incurred by City for the provision of Development Review Services by third party contractor(s) and/or temporary full-time and part-time City employees in relation to the Initial Project.

"Development Review Services" means services related to the receipt and review of applications for permits and/or inspections relating to compliance with applicable laws, ordinances, and regulations, to the extent related to and reasonably necessary for the development of the Initial Project, including, but not limited to, review and amendment of City's Comprehensive Plan as reasonable and necessary to make the Comprehensive Plan consistent with the concept plan, thoroughfare alignments, impacts on surrounding land uses and the zoning regulations enacted to govern the development and use of the Land for the Initial Project, building plan review, building inspections, construction plan review, construction inspection, site development plan review, site development inspection, subdivision plat reviews, subdivision improvement plans review, subdivision improvement inspections and similar related services related to and reasonably necessary for the development of the Initial Project.

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

“Expiration Date” shall mean the date on which Completion of Construction of the Initial Improvements occurs.

“Improvements” or “Project” means one or more improvements constructed on the Land 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 constructed on the Land supporting the operation of the Plants that are developed and used for purposes authorized by the Development Standards (as that term is defined in the Development Agreement), and (iii) such additional related improvements constructed on the Land including, but not limited to, required parking, landscaping and all other improvements constructed on the Land and which may be more fully described in the submittals filed by the Company with the City from time to time, in order to obtain building permit(s).

“Initial Improvements” or “Initial Project” means one or more improvements constructed on the Land for which certificates of occupancy have been issued by the City which, in the aggregate, shall consist of not less than 6,000,000 square feet of floor space consisting of (i) the first Plant; (ii) other buildings and ancillary facilities constructed on the Land supporting the operation of the first Plant that are developed and used for purposes authorized by the Development Standards (as that term is defined in the Development Agreement), and (iii) such additional related improvements including, but not limited to, required parking, landscaping, and all other improvements constructed on the Land in accordance with the Development Standards, and which may be more fully described in the submittals filed by the Company with the City from time to time, in order to obtain building permit(s).

“Incentive Agreement” is defined in the recitals.

“School Incentive Agreement” shall mean that certain agreement between the Taylor Independent School District and the Company pursuant to Chapter 313 of Texas Tax Code dated approximately the same date as the Incentive Agreement.

“Tax Abatement Agreement” shall mean that certain Tax Abatement Agreement by and between the Parties pursuant to the Property Redevelopment and Tax Abatement Act, Chapter 312 Texas Tax Code dated approximately the same date as the Incentive Agreement.

Article II

Term

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

Article III Development Review Reimbursement

3.1 Development Review Services. The Parties acknowledge and agree that the Development Agreement requires City to perform the Development Review Services relating to the Initial Project at certain levels and within certain timeframes which represent an expedited and heightened level of performance beyond what is required for similar actions by City generally. The Company's obligations in this Agreement to fund the Review Cost Escrow are made in consideration of and to facilitate City's performance of the Development Review Services with respect to the Initial Project. City shall repay Company all amounts expended from the Review Cost Escrow in accordance with the Incentive Agreement.

3.2 Development Review Costs for the Initial Improvements. (a) The Company agrees to deposit with City the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00), which is the amount estimated by City in Development Review Costs to be incurred by City during the first six (6) months following the Effective Date (the "Initial Deposit") not later than (i) ten (10) business days after the date of Company's voluntary petition for Annexation, or (ii) if Company provides written notice to City that Company desires City to provide Development Review Services prior to said date, then not later than ten (10) business after City's receipt of such written notice from Company, which notice shall specify the date for the commencement of such Development Review Services.

(b) City agrees to deposit the Initial Deposit into a separate financial account with the City's depository bank ("Review Cost Escrow") and to spend such funds solely for the costs and expenses reasonably incurred by City for Development Review Costs.

(c) Each and every time during the term of this Agreement the balance of the Review Cost Escrow falls below One Hundred Thousand and No/ 100 Dollars (\$100,000.00), not later than ten (10) business days after receipt of a written request from City, Company shall, deposit via electronic funds transfer into the Review Cost Escrow such additional sums as necessary to return the balance of the Review Cost Escrow to One Hundred Thousand and No/100 Dollars (\$100,000.00) (each an "Additional Deposit"); provided, however, the Company's obligation to make payments to the Review Cost Escrow shall not exceed an aggregate amount (including the Initial Deposit and all Additional Deposits) of Five Million and No/100 Dollars (\$5,000,000.00), unless the Company agrees otherwise.

(d) Company shall provide written notice to City when Completion of Construction of the Initial Improvements has occurred ("Initial Improvements Completion Notice"). City agrees not later than fifteen (15) business days after receipt of the Initial Improvements Completion Notice to refund to Company any funds remaining in the Review Cost Escrow after all reasonable Development Review Costs have been fully paid.

3.3 City Accounting. Upon written request from Company, but in no case more often than once each sixty (60) days during the Term, City agrees to provide a written account of the funds spent from the Review Cost Escrow. Company shall have the right to examine the invoices and receipts supporting the expenditures made by City. Company shall have the right to make

objections to the City's written account of the funds spent from the Review Cost Escrow within 180 days after receiving the City's written account that identifies the applicable expenditure. City will provide reasonable back-up documentation as requested in connection with Company's review of any account of the funds spent from the Review Cost Escrow. If Company objects to any City cost paid from the Review Cost Escrow within the time period set forth above, the Parties shall attempt to resolve the dispute within a reasonable period of time.

3.4 Non-Payment; Suspension of Development Review Services. In the event Company breaches any of the terms and conditions of this Agreement, including the failure to timely make the Initial Deposit or any Additional Deposit as may be required herein, and such breach continues for more than thirty (30) days after written notice of such breach from City to Company, City shall have the right to suspend the performance of the Development Review Services including, but not limited to, performing any building inspections, construction plan review, site plan review, plat reviews, and related development services including the suspension of any active permits or approvals for the Land or the Improvements, as the case may be, until the Initial Deposit or applicable Additional Deposit has been paid. City's suspension of performance of Development Review Services pursuant to this Section shall not constitute a default of this Agreement or the Development Agreement. Furthermore, in the event of such breach beyond the notice and cure period above, the deadlines set forth in Sections 7.01, 7.02, 8.01, and 8.02 of the Development Agreement shall be extended by one (1) day for each day after the end of such cure period that Company fails to make the Initial Deposit or any Additional Deposit.

3.5 Termination and Repayment. If City breaches any of the terms and conditions of this Agreement or the Development Agreement, Company may, after providing written notice to City and an opportunity to cure within sixty (60) days after City's receipt of such notice, terminate this Agreement, in which case City shall immediately refund to Company all amounts then on deposit in the Review Cost Escrow that are not contractually obligated to be paid by City, as of the date of such termination. Nothing in this Section limits or restricts any other rights and/or remedies of Company at law or in equity.

Article IV

Repayment of City Development Costs

4.1 Failure to Meet Conditions Precedent. The Parties understand, acknowledge, and agree that, in order for City to be able to satisfy in a timely manner City's obligations pursuant to Article VII and Article VIII of the Development Agreement to complete construction of the public water and wastewater facilities in order for such facilities to be available to and used by Company in association with the Initial Project, City will be required to incur City Development Costs prior to the satisfaction of all of the Conditions Precedent or the commencement of any work by Company in pursuit of development of the Initial Project. To incentivize City's agreement to incur City Development Costs prior to satisfaction of all Conditions Precedent and/or the Effective Date of the Development Agreement, Company agrees to reimburse City for all City Development Costs incurred by City in accordance with the approved budget described in Section 4.3, if Company fails to satisfy the Conditions Precedent within any deadlines set forth for them in the definition of Conditions Precedent.

4.2 Failure to Complete Improvements. If the Conditions Precedent are satisfied, the Development Agreement, County Agreement, School Incentive Agreement, Tax Abatement Agreement and Incentive Agreement have each been fully executed, and Annexation has occurred, but Company fails to cause Completion of Construction of the first 2,500,000 square feet of the Initial Improvements on or before the date that is one (1) year after the date by which such portion of the Improvements must be completed as required by Section 4.3 of the Incentive Agreement, inclusive of any extensions of said date as authorized pursuant to the Incentive Agreement, then Company agrees to reimburse City for all City Development Costs incurred by City in accordance with the approved budget described in Section 4.3.

4.3 Budget and Reimbursement Process. City shall deliver to Company a proposed budget for the City Development Costs needed to meet City's obligations under Articles VII and VIII of the Development Agreement, which shall be subject to Company's reasonable approval. City shall only incur City Development Costs in accordance with the approved budget, and shall provide to Company from time to time upon Company's request, the total amount of City Development Costs incurred to date, with reasonable back-up documentation requested by Company. City Development Costs shall include all costs within the definition thereof that City was contractually obligated to pay, and could not cancel without penalty, even after City received written notification from Company that it was not proceeding with development or Completion of Construction of the Project (or if the City could only cancel it with penalty, then the reimbursable cost will be equal to the penalty). City agrees to reasonably mitigate Company's reimbursement obligation pursuant to this Section by terminating to the extent legally and contractually possible all contracts and orders relating to City Development Costs as soon as reasonably possible after determining that Company is not proceeding with development of the Project. Company shall reimburse City for City Development Costs for which Company is liable pursuant to this Article IV not later than sixty (60) days after delivery of written demand to Company by City. Company may, before making any such payment, first request and review reasonable back-up documentation evidencing the City Development Costs.

4.4 Survival and Termination. Each of Section 4.1 and 4.2 sets forth certain actions the Company is required to take to be released from the obligation under that Section to reimburse the City for City Development Costs (for each such Section, those are the "Release Actions"). Company's obligation to reimburse City for City Development Costs under either Section 4.1 or Section 4.2 shall survive (including beyond any termination of this Agreement) until the Company has performed the applicable Release Actions for that Section.

Article V Miscellaneous

5.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed.

5.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between

the Parties. It is understood and agreed between the Parties that the Parties, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

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

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

If intended for City, to:

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

With a copy to:

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

If intended for Company, to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

5.13 Prohibition of Boycott Israel. The Company verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

[Signature Page to Follow]

EXECUTED this 24th day of September 2021.

CITY OF TAYLOR, TEXAS

By: 
Brandt Rydell, Mayor

APPROVED AS TO FORM:

By: 
Ted Hejl, City Attorney

EXECUTED this 24th day of September 2021.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC


By: 
Name: Sangki Bae
Title: Chief Financial Officer

EXHIBIT "A"
Description of Land

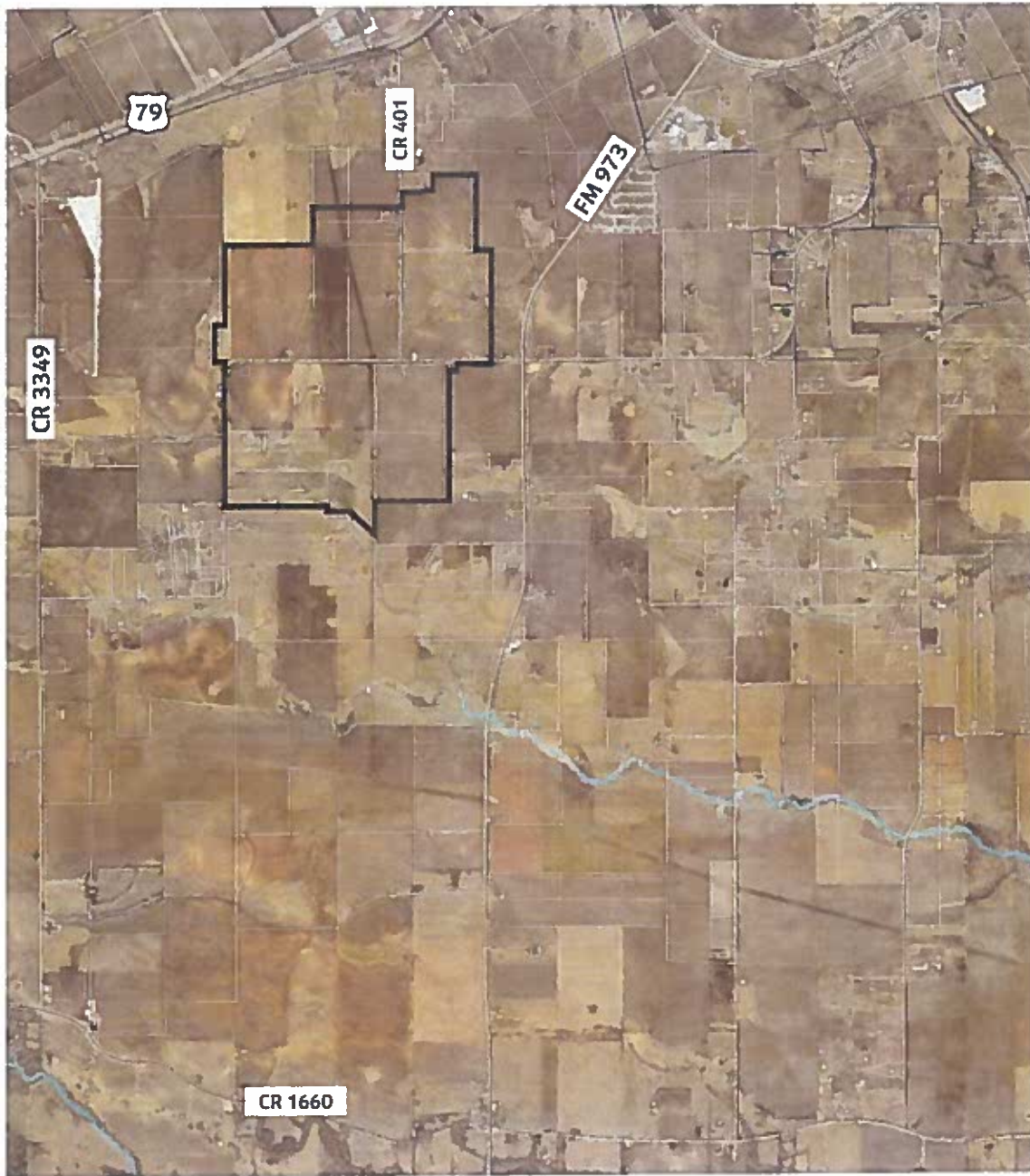
Approximately 1,187.5 acres, generally located Southwest of downtown Taylor, Texas, in an area South of State Highway 79, North of County Road 1660, East of County Road 3349, and West of Farm to Market Road 973 in the extraterritorial jurisdiction of the City of Taylor, including the properties listed 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]
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.

EXHIBIT "A"
Description of Land

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

EXHIBIT "A"
Description of Land



LEGEND

 **ZONE BOUNDARY (The Black Line)**

EXHIBIT "A"
Description of Land

PARCEL 1
(Northwestern Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19

SURVEY

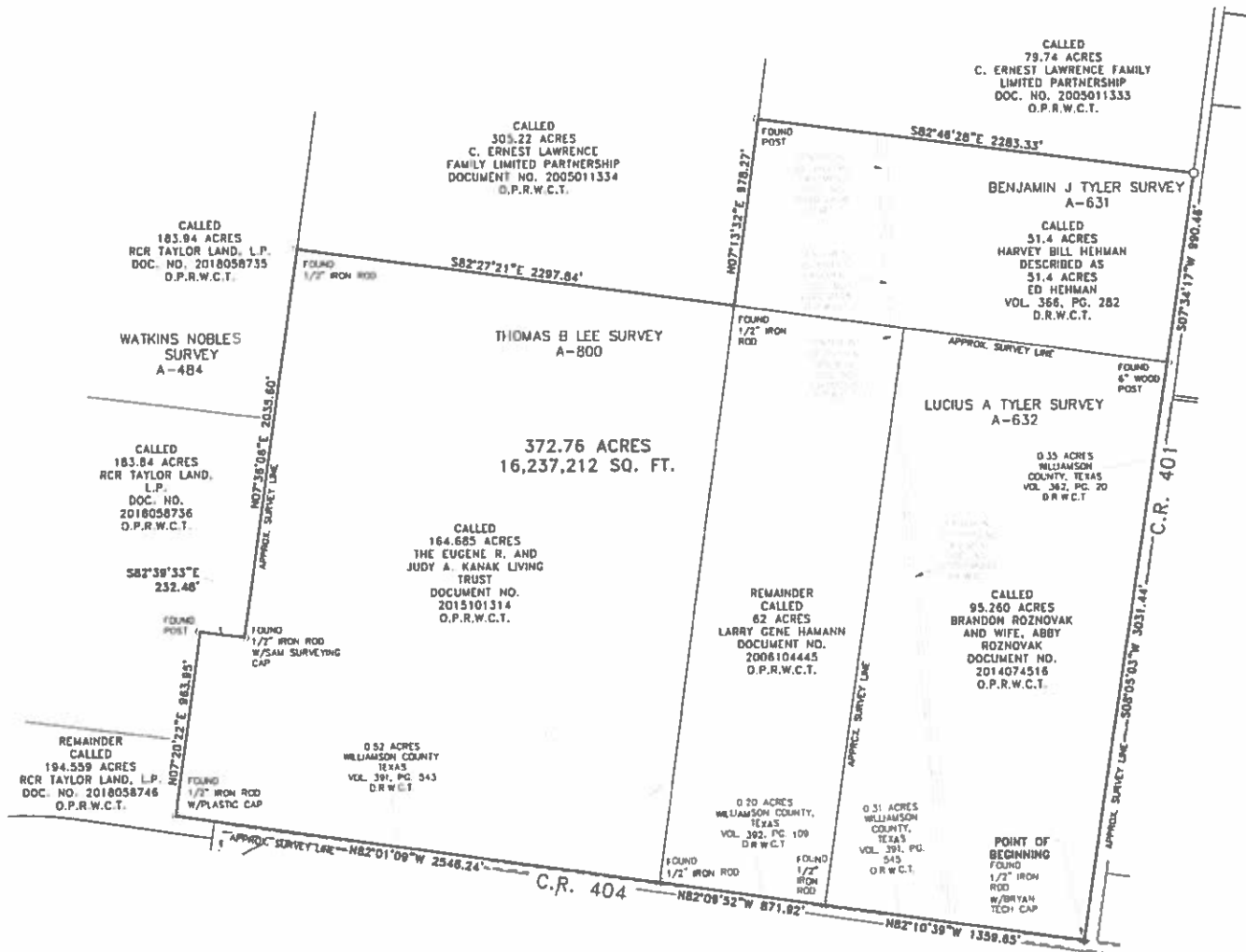


EXHIBIT "A"
Description of Land

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, Texas, 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 Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.685 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;

EXHIBIT "A"
Description of Land

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
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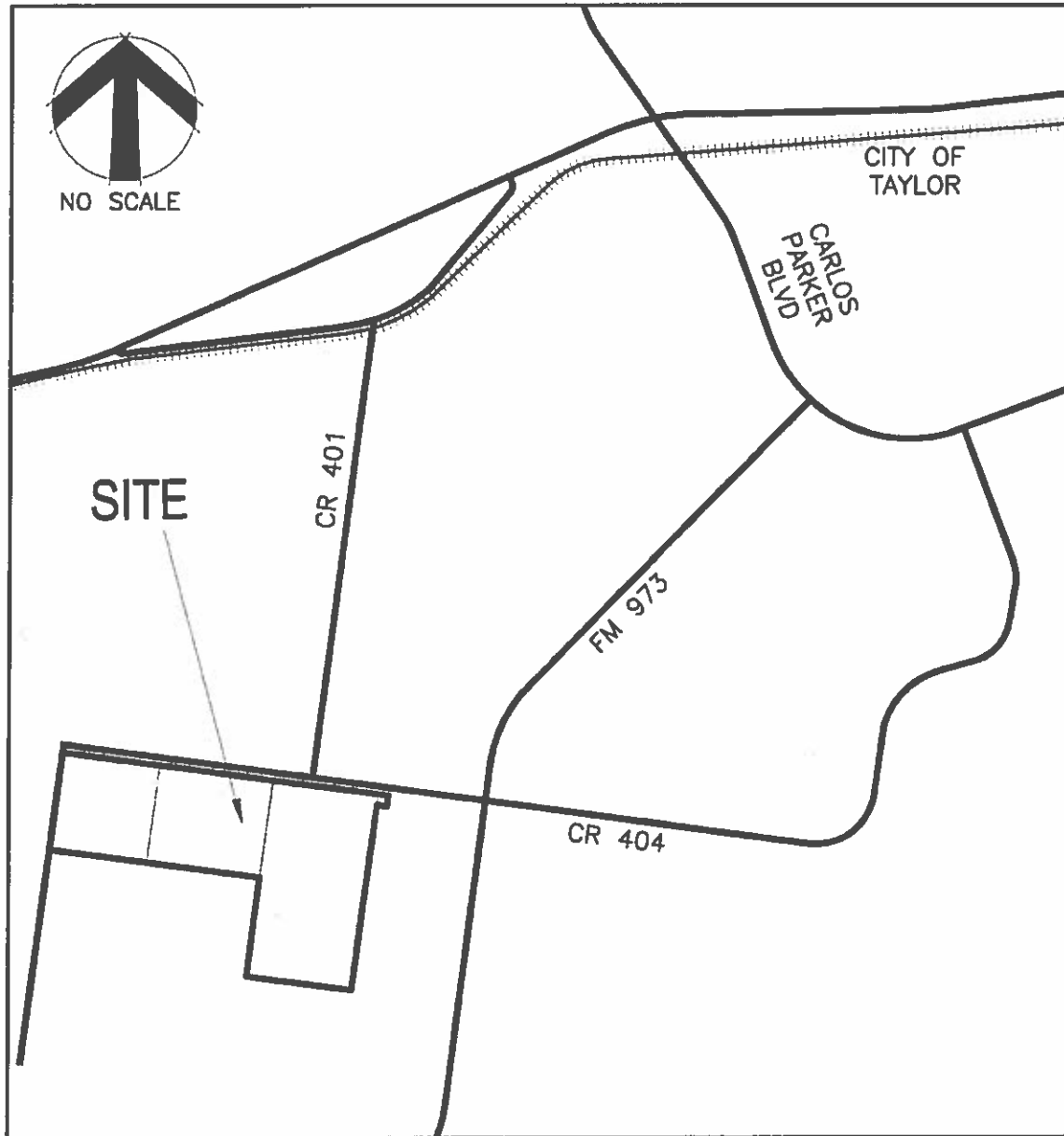


08/24/2021

EXHIBIT "A"
Description of Land

PARCEL 2
(South Central Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19

EXHIBIT "A" Description of Land

PARCEL 2 (South Central Area)

SURVEY

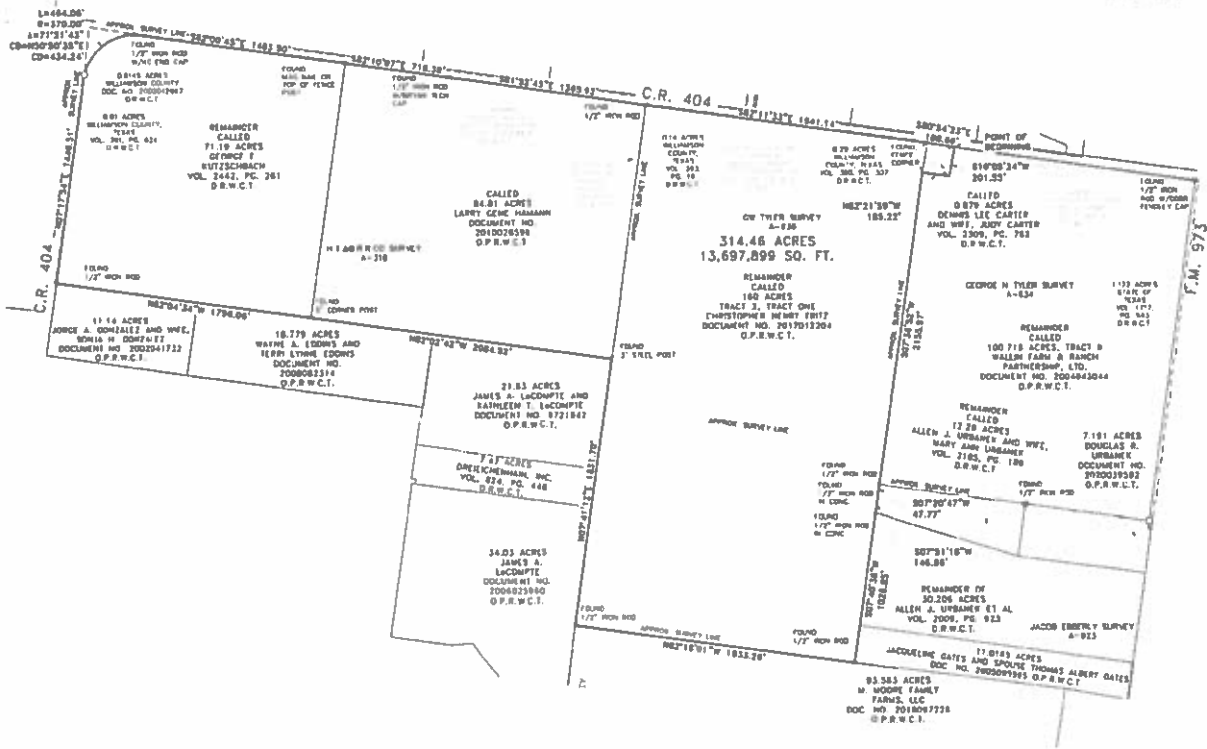


EXHIBIT "A"
Description of Land

PARCEL 2
(South Central Area)

LEGAL DESCRIPTION

A 314.46 acre (13,697,899 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 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 fence corner found for the northeastern corner of said 0.879 acre tract, an ell corner 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 and also being on the southern right of way line of County Road 404 (R.O.W. varies), for the northeastern corner of the herein described tract, from which 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 on the western right of way line of Farm to Market Road 973, bears S 82° 09' 51" E, a distance of 1677.53 feet;

THENCE, with the eastern line of said 0.879 acre tract and also being a western line of said remainder of 100.718 acre tract, S 10° 05' 24" W, a distance of 201.55 feet to a fence corner found for the southeastern corner of said 0.879 acre tract and also being an ell corner of said remainder of 100.718 acre tract;

THENCE, with the southern line of said 0.879 acre tract and also being a northern line of said remainder of 100.718 acre tract, N 82° 21' 59" W, a distance of 185.22 feet to a fence corner found for the southwestern corner of said 0.879 acre tract, an ell corner of said remainder of 100.718 acre tract and also being on the eastern line of said remainder of 160 acre tract,;

THENCE, with the eastern line of said remainder of 160 acre tract and also being the western line of said remainder of 100.718 acre tract, S 07° 36' 52" W, a distance of 2155.97 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 100.718 acre tract and the northwestern 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 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;
2. 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

EXHIBIT "A"
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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;

EXHIBIT "A"
Description of Land

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 the **POINT OF BEGINNING**.

Containing 314.46 acres or 13,697,899 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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EXHIBIT "A"
Description of Land

PARCEL 3
(Northeastern Area)

VICINITY MAP



VICINITY MAP

N.T.S. ¹⁹

SURVEY

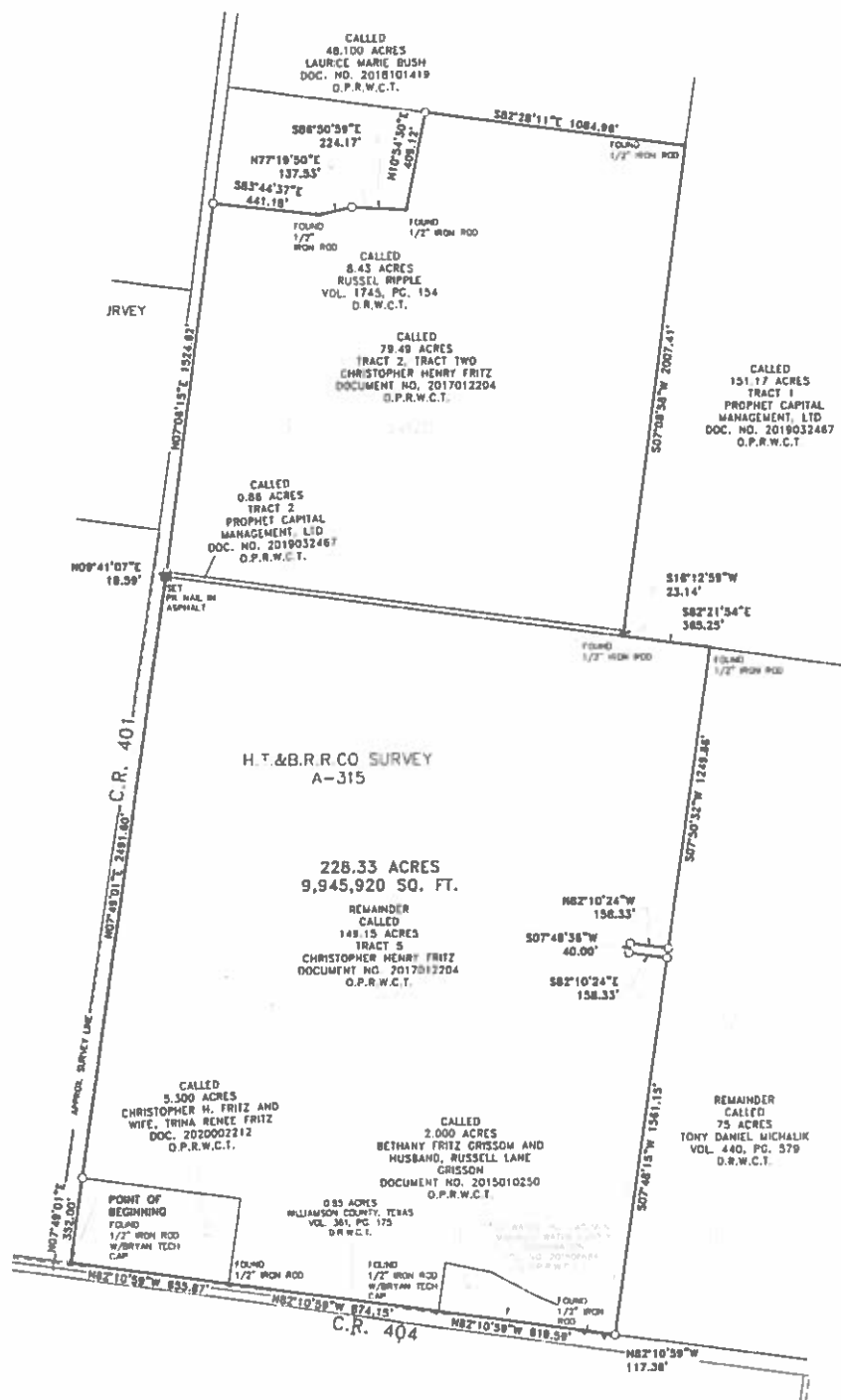


EXHIBIT "A"
Description of Land

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

EXHIBIT "A"
Description of Land

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:

1. 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**.

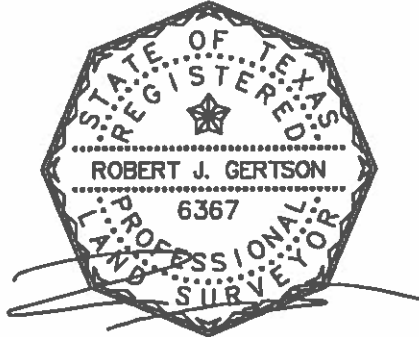
Containing 228.33 acres or 9,945,920 square feet, more or less.

BEARING BASIS NOTE

EXHIBIT "A"
Description of Land

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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08/19/2021

EXHIBIT "A"
Description of Land

PARCEL 4
(Southwestern Area)

VICINITY MAP



VICINITY MAP

N.T.S.

EXHIBIT "A" Description of Land

PARCEL 4 (Southwestern Area)

SURVEY



EXHIBIT "A"
Description of Land

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 7.47 acres conveyed to Dreieichenhain, Inc. in Volume 824, Page 448 Deed 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' 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:

EXHIBIT "A"
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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);

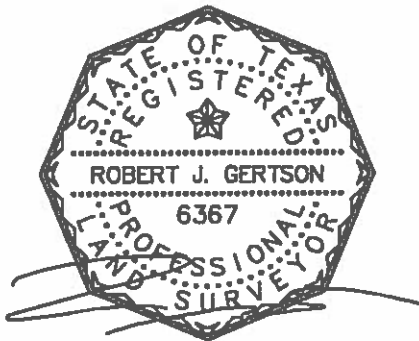
THENCE, with the eastern right of way line of County Road 404 (R.O.W. Varies) also being the western property line of said 23.7 acre tract, western line of said 29.88 acre tract, western line of said 30.00 acre tract and western line said 11.14 acre tract, N 07° 32' 48" E, a distance of 1925.00 feet 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 District Linework. No on the ground survey was performed.

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