

STATE OF TEXAS

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FIRST AMENDMENT TO
TAX ABATEMENT AGREEMENT

COUNTY OF WILLIAMSON

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

WITNESSETH:

WHEREAS, the Parties previously entered into that certain *Tax Abatement Agreement* dated September 8, 2022 (the "**Agreement**"); and

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

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

1. Article I of the Agreement is amended by amending the definition of "Completion of Construction" to read as follows:

"Completion of Construction" shall mean that: (i) the construction of the Improvements has been substantially completed; or (ii) solely for Occupiable Improvements (as defined in Section 5.2), a temporary or final certificate of occupancy has been issued by the City for the occupancy of the Improvements by the Owner, such issuance not to be unreasonably withheld, delayed or denied by the City."

2. Section 5.2 of the Agreement is hereby amended to read as follows:

"5.2 As a condition precedent to the initiation of the Owner's tax abatement pursuant to this Agreement, Owner agrees, subject to delays resulting from one or more events of Force Majeure and/or an uncured breach of a Related Agreement by City, to cause Completion of Construction of the Improvements on or before December 31, 2028, in phases as set forth below:

- (a) By December 31, 2026, Owner will cause Completion of Construction of a minimum of 3,000,000 square feet of Improvements (not including temporary construction facilities such as temporary modular or mobile structures), for which temporary or final certificates of occupancy may be issued, such issuances not to be unreasonably withheld, delayed, or denied by the City ("**Occupiable Improvements**"), and a minimum of 3,000,000 square feet of non-Occupiable Improvements ("**Non-Occupiable Improvements**"), for a total minimum of 6,000,000 square feet of Occupiable Improvements and Non-Occupiable Improvements; and

- (b) By December 31, 2028, Owner will cause Completion of Construction of a minimum of an additional 1,000,000 square feet of Occupiable Improvements, for a total minimum of 4,000,000 square feet of Occupiable Improvements and a total minimum of 7,000,000 square feet of Occupiable Improvements and Non-Occupiable Improvements.”

3. Section 6.1 of the Agreement is hereby amended to read as follows:

“If Owner fails to comply with its obligations in Section 5.2(b), and does not cure such failure within the notice and cure periods described in Section 6.2, then Owner shall be in default of this Agreement, and as liquidated damages in the event of such default, the Owner shall, within thirty (30) days after demand, pay to the City the amount equal to all taxes with respect to the time period preceding such termination which otherwise would have been paid by the Owner to the City without the benefit of the tax abatement under this Agreement, for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties.

In the event Owner (i) has delinquent ad valorem taxes owed to the City, and does not cure such delinquency within sixty (60) days after written notice from the City (provided Owner retains its right to timely and properly protest such taxes or assessment); (ii) has an event of Bankruptcy or Insolvency; or (iii) breaches any of the other terms and conditions of this Agreement (i.e., other than Section 5.2(b)), or a Related Agreement, and does not cure such breach within the notice and cure periods described in Section 6.2 of this Agreement, or those described in the applicable Related Agreement, as the case may be, then Owner shall be in default of this Agreement. As liquidated damages in the event of such default, the Owner shall, within thirty (30) days after demand, pay to the City all taxes with respect to the three (3) years directly preceding the date of the notice of default which otherwise would have been paid by the Owner to the City without the benefit of the tax abatement under this Agreement, for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties.

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

The Parties acknowledge that actual damages in the event of default and termination by the City would be speculative and difficult to determine. The Parties further agree that the amount of abated tax, including interest, as a result of this Agreement, shall, in accordance with the above provisions of this Section 6.1, be recoverable against the Owner, its successors and assigns and shall constitute a tax lien against the Premises, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.”

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

5. Subject to the Conditions Precedent (as defined below), this First Amendment shall be effective on the date this First Amendment (including all counterparts) bears the signature of the authorized representatives of all Parties.

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

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

8. Conditions Precedent. This First Amendment is subject to and the obligations of the Parties are expressly conditioned on the following (the "**Conditions Precedent**"): (i) the Parties' execution of the Second Amendment to the Development Review Reimbursement Agreement; (ii) the Parties' execution of the Second Amendment to the Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement; and (iii) the City issuing a written confirmation to Company no later than April 30, 2025 that the milestones set forth in Section 5.2(b) of the version of the Agreement in effect immediately prior to execution of this First Amendment have been met in full as of December 31, 2024.

(signature pages to follow)

EXECUTED on this 12 day of JUNE, 2025.

CITY OF TAYLOR, TEXAS

By: 

Dwayne Ariola, Mayor

APPROVED AS TO FORM:

By: 

Mark Schroeder, City Attorney

EXECUTED on this 30th day of April, 2025.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By: 

Name: Banyoung Koo

Title: president