

**AMENDMENT TO THE ECONOMIC DEVELOPMENT BETWEEN ENF (KYLE)
TECHNOLOGY, LLC AND THE CITY OF KYLE**

This Amendment to the Economic Development Agreement between ENF (Kyle) Technology, LLC and the City of Kyle (the "**Amendment**") is made, entered into and effective as of December 17, 2019 (the "**Effective Date**") **CITY OF KYLE, TEXAS**, a home rule city of the State of Texas ("**City**") and **ENF (KYLE) TECHNOLOGY, LLC**, a Delaware limited liability company ("**Employer**"). Collectively, the City and Employer may be referred to as "Parties" and individually as a "Party," acting by and through their respective authorized officers.

RECITALS

WHEREAS, the Parties entered into that certain Economic Development Agreement dated effective March 26, 2019 (the "**Original Agreement**");

WHEREAS, the Original Agreement required the Employer to construct an approximately 125,000 square foot manufacturing plant on the Property to be eligible to receive the Incentive Payment;

WHEREAS, the Employer desires to phase the construction of the Project and build a minimum 70,000 square foot manufacturing facility as Phase 1 of the Project and be eligible to receive the Incentive Payment upon issuance of the Certificate of Occupancy within the timeframe required by the Incentive Payment;

WHEREAS, the Incentive Payment is in the form of a rebate of ad valorem property taxes, which amount is determined in part by the improvements constructed on the Property by the Employer;

WHEREAS, the number of FTE's that the Employer is required to employ to receive the Incentive Payment will not change;

WHEREAS, the City is agreeable to amending the Original Agreement to provide for the Employer to begin receiving the Economic Incentive after receiving a Certificate of Occupancy for Phase 1 given that the number of the FTE's that the Employer is required to employ will not change;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

Section 1.01. Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

Section 1.02. Definitions. Words and phrases used in this Amendment shall, if defined in the Original Agreement and not specifically modified by this Amendment, shall have the definition and

meaning as provided in the Original Agreement.

ARTICLE II. AMENDMENTS

2.01 Recital C of the Original Agreement shall be amended in its entirety to read as follows:

WHEREAS, as part of the Project (as further defined in Section 1.02(e)), the Employer shall invest on the Property, a manufacturing plant for a precision semiconductor processing application in order to supply better quality and lower total cost materials to semiconductor customers in the United States and in general provide numerous benefits to the fast-growing electronics market; and

2.02 The definition of Project set forth in Section 1.02(e) is hereby amended to read as follows:

“Project” means the multi-phased development of industrial and non-residential improvements, including a manufacturing plant **with an initial phase that is a minimum of 70,000 square feet in size (“Phase 1”) and that does not exceed** 125,000 square feet in size for a precision semiconductor processing application, and supporting improvements and infrastructure described in paragraphs B and C of the Recitals section above, Section 2.01, and Section 4.01, and as generally shown on the site plan attached hereto as Exhibit B, which is incorporated herein for all purposes, to be located on the Property.

2.03 The site plan attached as Exhibit B to the Original Agreement is hereby deleted and replaced with the site plan attached hereto as Exhibit A.

2.04 Section 4.01(a) is hereby amended in its entirety to read as follows:

Section 4.01 Performance Criteria. (a) To begin receiving the Incentive Payment, the Employer shall complete ~~the~~ **Phase 1 of the** Project in accordance with this Agreement and obtain a final Certificate of Occupancy. The Employer shall complete the **Phase 1 of the** Project in accordance with this Agreement and obtain a Certificate of Occupancy **by December 31, 2021**. The City Manager may grant one or more extensions to the deadline to obtain a Certificate of Occupancy, provided that the Employer requests the extension at least 60 days before the then-current deadline and provided further that the City Manager may not grant one or more extensions that in total exceed six months. Extensions that exceed six months, in total, past the original deadline for obtaining the Certificate of Occupancy must be approved by the City Council. In the event that the Employer fails to obtain a Certificate of Occupancy by the deadline established in this subsection, including duly approved extensions, then this Agreement shall terminate.

ARTICLE III. GENERAL PROVISIONS

3.1 Entire Agreement. This Amendment, together with the Original Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

3.2 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

3.3 Effect of Amendment. The Parties agree that, except as modified hereby, the Original Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Original Agreement, this Amendment will control and modify the Agreement.

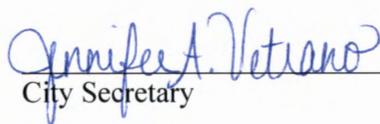
3.4 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

Executed as of 21st day of January, 2020, 2019 and Effective upon execution by all Parties.

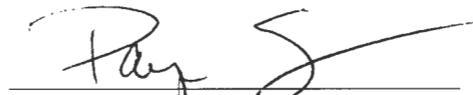
City of Kyle, Texas


Travis Mitchell, Mayor

Attest:

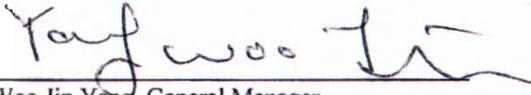

City Secretary

Approved as to Form:


City Attorney

[Additional Signature Page Follows]

ENF (KYLE) TECHNOLOGY, LLC



Woo Jin Yang, General Manager

Name: WOO JIN YANG

Title: General manager.

EXHIBIT A
PROJECT SITE PLAN

[SEE ATTACHED]

