STATE OF TEXAS	§	
	§	**TAX ABATEMENT AGREEMENT**
COUNTY OF WILLIAMSON	§	

This Tax Abatement Agreement (the "Agreement") is entered into by and among Williamson County, Texas (the "County"), and Pegatron Technologies, LLC, a Texas limited liability company ("Company") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

W I T N E S S E T H:

WHEREAS, Company is a globally recognized design, manufacturing, and service (DMS) provider, engages in the research, development, design, manufacturing, assembly and maintenance services of information, communications, and consumer electronics, whose products include notebooks, servers, desktop personal computers, motherboards, video graphics arrays, cable modems, set-top boxes, smartphones, game consoles, tablet personal computers, automotive electronics, and smart home devices; and

WHEREAS, the Company owns or is under contract to purchase a parcel of land in Williamson County, Texas, being further described in Exhibit "A" ("Land"), and the existing building thereon containing approximately 168,784 square feet of industrial and manufacturing space located at 610 Blue Springs Blvd. Building #3, Georgetown, Texas 78626 (the "Improvements) (collectively the Land and Improvements hereinafter defined as the "Premises"); and

WHEREAS, Company intends to construct or cause to be constructed certain infrastructure and Building Finish-Out (hereinafter defined) and intends to relocate its manufacturing operations to the Improvements and locate Tangible Personal Property (hereinafter defined) at the Improvements; and

WHEREAS, Company intends to make a total combined capital investment of not less than **Thirty-Five Million and No/100 Dollars ($35,000,000.00)** in the Improvements and Tangible Personal Property (hereinafter defined) as of the second anniversary date of the First Year of Abatement (hereinafter defined); and

WHEREAS, the City Council of the City of Georgetown, Texas (the "City Council"), passed an Ordinance (the "Ordinance") establishing Tax Abatement Reinvestment Zone No. 2024-03 (the "Zone"), for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "Act"); and

WHEREAS, the County has adopted the Williamson County Tax Abatement Resolution and Policy setting forth, among other things, criteria governing tax abatement agreements to be entered by the County as contemplated by the Act, guidelines for tax abatements, and stating that it elects to be eligible to participate in tax abatements; and

WHEREAS, to maintain and enhance the commercial and industrial economic and employment base of Williamson County area, it is in the best interests of the taxpayers for the County

to enter into this Agreement in accordance with the most recently adopted Williamson County Tax Abatement Resolution and Policy, the Order, and the Act; and

WHEREAS, development efforts of the Company described herein will create permanent new jobs in the County, as provided in this Agreement; and

WHEREAS, the Commissioners Court finds that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the most recently adopted Williamson County Tax Abatement Resolution and Policy, the Order, the Act, and all other applicable laws; and

WHEREAS, the Commissioners Court finds that the Improvements sought are feasible and practicable and would be of benefit to the Premises to be included in the Zone and to the County after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Act, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of the City of Georgetown, Texas and the enhancement of the tax base in the County, the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Appraisal District" shall mean the Williamson Central Appraisal District or its successor.

"Assessed Value" means the market value of the property after circuit breaker cap loss.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of a Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Base Year Assessed Value" shall mean the Taxable Value for the Land for the year in which the Agreement was executed (2025).

"Capital Investment" shall mean the total capitalized cost incurred and paid by Company or on behalf of Company for the design and construction of the Improvements and Tangible Personal Property, including fixtures and equipment added to the Improvements.

"Certificate of Occupancy" shall mean a final certificate of occupancy issued by the City for the occupancy of the Improvements by Company.

"City" shall mean the City of Georgetown, Texas.

"Commencement Date" shall mean the date the City has issued a final certificate of occupancy for the occupancy of the Improvements following Completion of Construction.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements on the Land; (ii) all necessary permits for the construction of the Improvements on the Land pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Improvements has commenced.

"Commissioners Court" shall mean the governing body of the County.

"Company" shall mean Pegatron Technologies LLC, a Texas limited liability company or its wholly owned subsidiary to be established for the purpose of owning and operating the Improvements.

"Completion of Construction" shall mean substantial completion of the Improvements. For purposes of this Agreement, "substantial completion" shall mean the stage in the progress of the construction when the Improvements or designated portions thereof are sufficiently complete so that the Company can occupy or utilize the Improvements for their intended use; provided, however, that as a condition precedent to substantial completion, the Company has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Improvements.

"County" shall mean Williamson County, Texas.

"Effective Date" shall mean the date of last party's execution of this Agreement.

"Employment Period" shall mean each twelve (12) consecutive month period following the Commencement Date during the Term of this Agreement.

"Employment Position" shall mean FTE Primary Jobs eligible for employee benefits with an annual average salary or compensation of not less than two hundred and fifty percent (250%) of the hourly rate set by the Texas Minimum Wage Act, excluding benefits, which have been created and filled and maintained at the Improvements per Employment Period, and which are thereafter maintained until the Expiration Date. In the event of voluntary or involuntary

termination of an employee, which termination causes the number of Employment Positions to fall below the number required pursuant to this Agreement, Company shall not be in breach of this Agreement provided the required number of Employment Positions is re-established within ninety (90) days of such employee termination. The number of Employment Positions for an Employment Period shall be based on a weekly average count of Employment Positions working during each calendar week during the Employment Period. Further, for Company's full-time employees to qualify as Employment Positions under this Agreement, the Company must offer a health benefit plan to its full-time employees at a rate comparable to health benefits plans offered to employees at similar businesses in Williamson County, Texas and that is affordable to the majority of its employees, and which allows access to the plan by the employees' dependents.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10th) anniversary date of the First Year of Abatement.

"First Year of Abatement" shall mean January 1 of the calendar year immediately following the Commencement Date.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Texas Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Texas Tax Code, Section 11.253.

"Full Time Equivalent" or "FTE" means a position filled by an individual scheduled to work at least 2,080 hours per Employment Period.

"Goods in Transit" shall have the same meaning assigned by Texas Tax Code, Section 11.253.

"Improvements" shall mean the existing building located on the Land and containing approximately 168,784 square feet of industrial and manufacturing space at 610 Blue Springs Blvd. Building # 3, Georgetown, Texas 78626, following Completion of Construction.

"Land" means the real property described in **Exhibit "A"**.

"Premises" shall mean collectively, the Land and Improvements following construction thereof.

"Required Use" shall mean the continuous use and occupancy of the Improvements by Company and the continuous operation of the research, development, design, manufacture, assembly and maintenance services of information, communications, and consumer electronics, including servers, notebooks, desktop personal computers, motherboards, video graphics arrays, cable modems, set-top boxes, smartphones, game consoles, tablet personal computers, automotive electronics, and smart home devices open for business and serving its customers.

"Tangible Personal Property" shall mean furniture, fixtures and equipment owned or leased by Company and located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include inventory, supplies, and Freeport Goods and Goods in Transit located at the Premises.

"Tax Year" shall mean the calendar year, which is the meaning assigned to such term in Section 1.04 the Texas Tax Code.

"Taxable Value" means the amount determined by deducting from Assessed Value the amount of any applicable partial exemption, as defined by Texas Tax Code, Section 1.04(10).

Article II
General Provisions

2.1 The Company owns or is under contract to purchase the Land which is located within the Zone and intends to construct the Improvements and to locate and maintain Tangible Personal Property.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

2.4 The Premises are not owned or leased by any member of the Commissioners Court of Williamson County.

2.5 By using the form prescribed by the Texas Comptroller of Public Accounts, Company shall, before May 1, of each calendar year that the Agreement is in effect, certify in writing to the County that Company is in compliance with each term of the Agreement.

2.6 During the term of this Agreement, the County, its officials, officers and employees are entitled to review and verify the Company's employment records, payroll records, and such other information and documents as the County deems reasonably necessary to verify compliance with this Agreement. The County, its officials, officers and employees may conduct on-site inspections of the Premises and associated facilities located thereon during the term of this Agreement to verify compliance with this Agreement.

2.7 The Land and the Improvements constructed thereon at all times shall be used in the manner that during the period taxes are abated hereunder is consistent with the general purposes of encouraging development or redevelopment within the Zone.

2.8 During the term of this Agreement beginning on the Commencement Date and continuing until the Expiration Date, Company shall establish one or more programs at the Premises to create internship and employment opportunities for the benefit of students in the County of Williamson, Texas.

Article III
Tax Abatement Authorized

3.1 This Agreement is authorized by the Act and in accordance with the most recently adopted Williamson County Tax Abatement Resolution and Policy and approved by order of the Commissioners Court.

3.2 Subject to the terms and conditions of this Agreement County hereby grants Company an abatement of **thirty percent (30%) of the Assessed Value of the Premises** (Land and Improvements) and an abatement of **thirty percent (30%) of the Assessed Value of the Tangible Personal Property**, for a period of ten (10) consecutive years, beginning with the First Year of Abatement; provided, however, beginning with the second year of abatement the combined minimum Assessed Value of the Premises and Tangible Personal Property shall be at least **Forty-Five Million and No/100 Dollars ($45,000,000)** ("Minimum Assessed Value") as of January 1 of such Tax Year and as of January 1, of each calendar year thereafter during the term of this Agreement, according to the Appraisal District records. The foregoing percentage of Assessed Value of the Premises subject to abatement for each year this Agreement is in effect will apply only to the portion of the Assessed Value of the Premises that exceeds the Base Year Assessed Value. The actual percentage of Assessed Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Premises after execution of this Agreement. The failure of the Premises and the Tangible Personal Property to have the Minimum Assessed Value as of January 1 of **$45,000,000** by the 2nd year of abatement and as of January 1, of any subsequent calendar year shall not be an event of default subject to termination and repayment of the abated taxes pursuant to Article V hereof but shall result in the forfeiture of the tax abatement for the Premises and the Tangible Personal Property for such Tax Year.

3.3 The period of tax abatements herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement. No abatements shall be given after the tenth (10th) year.

3.4 During the period of tax abatement herein authorized, Company shall be subject to all taxation not abated, including but not limited to, sales tax and ad valorem taxation.

3.5 Beginning with the First Year of Abatement and continuing until the Expiration Date the Premises shall not be used for any purpose other than the Required Use and the operation and occupancy of the Premises in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure or for temporary closures for reasonable periods of time not to exceed ninety (90) consecutive days for expansion, renovation or remodeling. For purposes of this Section, cessation of the Required Use does not include a slowdown of Company operations during which personnel are continuously working at the Improvements for the research, development, design, manufacture, assembly and maintenance services of information, communications, and consumer electronics, including notebooks, servers, desktop personal computers, motherboards, video graphics arrays, cable modems, set-top boxes, smartphones, game consoles, tablet personal computers, automotive electronics, and smart home devices.

3.6 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

3.7 The County maintains two tax funds with one being the "Williamson County Fund" (being identified as "Williamson CO" on tax statements) and the other being the "Williamson County Road & Bridge Fund" (being identified as "Williamson CO FM/RD" on tax statements). **The Company hereby acknowledges and agrees that the above stated abatement is for only those ad valorem taxes paid by the Company in relation to the County's Maintenance and Operations Fund Tax Rate (also known as the "M&O Rate") portion of the Williamson County Fund and such abatement shall not be applied to the County's Debt Service Fund Tax Rate (also known as the "I/S Rate") portion of the Williamson Couty Fund or to ad valorem taxes paid by the Company to the Williamson County Road & Bridge Fund (being identified as "Williamson CO FM/RD" on tax statements).**

Article IV
Improvements; Employment Positions

4.1 Company intends to construct or cause to be constructed the Improvements on the Land. Nothing in this Agreement shall obligate Company to construct the Improvements on the Land, but said actions are conditions precedent to tax abatement for the Company and Lessee pursuant to this Agreement. The Company also intends to locate Tangible Personal Property at the Premises. Nothing in this Agreement shall obligate the Company to locate Tangible Personal Property at the Premises, but said actions are conditions precedent to tax abatement for the Company pursuant to this Agreement.

4.2 As a condition precedent to the initiation of the tax abatement pursuant to this Agreement, Company agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Improvements to occur on or before March 31, 2026, and subject to events of Force Majeure to cause Completion of Construction of the Improvements to occur on or before June 1, 2027, as good and valuable consideration for this Agreement, and that all construction of the

Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

4.3 The Company agrees to maintain the Premises during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations. Company agrees to obtain or cause to be obtained from the City a certificate of occupancy for a minimum of 168,784 square feet of industrial and manufacturing space located on the Land within ninety (90) days of the Completion of Construction.

4.4 The County, the Appraisal District, its agents and employees shall have the right of access to the Premises during and following construction to inspect the Improvements at reasonable times and with reasonable notice to Company and Lessee, as the case may be, and in accordance with visitor access and security policies of the Company, as applicable to ensure that the construction and maintenance of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

4.5 The Company agrees that during the Term of this Agreement to: 1) employ **thirty-three (33) Full Time Equivalents** by the end of the first 12 months from the date of the Completion of Construction; 2) employ a total of **sixty-six (66) Full Time Equivalents** by the end of the second full year from the date of the Completion of Construction; 3) employ a total of **one-hundred (100) Full Time Equivalents** by the end of the third full year from the date of the Completion of Construction; and, continuing thereafter, maintain a minimum of **one-hundred (100) Full Time Equivalent Employment Positions** working at the Premises during the term of this Agreement. Company covenants and agrees that, on the date occurring 12 months from the date of the Completion of Construction and continuing thereafter during the term of this Agreement, Company shall deliver to the County quarterly compliance verifications signed by a duly authorized representative of Company that shall certify the number of Full Time Equivalent Employment Positions and shall disclose and certify the average wage for all Full Time Equivalent Employment Positions (the "Quarterly Compliance Verification"). All Quarterly Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports. Company further agrees that beginning on the date occurring 12 months from the date of the Completion of Construction, and thereafter during the term of this Agreement, the County will be permitted to conduct periodic on-site inspections to verify the Quarterly Compliance Verifications.

Article V
Default; Recapture

5.1 The following events shall constitute an "Event of Default" under this Agreement: (i) Company fails to cause Commencement and/or Completion of Construction of the Improvements in accordance with this Agreement; (ii) Company has delinquent ad valorem taxes owed to the County (provided Company retains the right to timely and properly protest such taxes); (iii) Company has an event of Bankruptcy or Insolvency; or (iv) Company breaches any of the terms and conditions of this Agreement, or a related agreement.

5.2 Upon an Event of Default by Company, the County shall notify the Company in writing and set forth a description of the Event of Default, which the Company shall have thirty (30)

days after delivery of County's notice in which to cure such Event of Default. If, in the opinion of the County, the Event of Default cannot reasonably be cured within such 30-day period, and the Company has diligently pursued such remedies as shall be reasonably necessary to cure such Event of Default, then the County, in its sole and absolute discretion, may extend the period in which the Event of Default must be cured.

5.3 If the Company fails to cure the Event of Default within the time provided as specified above or, as such time period may be extended by the County, the Company shall be in "Default" and the County, at its sole option, shall have the right to terminate this Agreement by providing written notice to the Company.

5.4 Upon Company's Default and County's termination of this Agreement, a "Recapture Amount" of all tax abated as a result of this Agreement, calculated in the manner as set forth herein below in this Section 5.4, shall become a debt to the County and shall become due and payable by Company not later than thirty (30) days after a notice of termination is delivered to Company by the County. The computation for the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the Tangible Personal Property and the Premises, as the case may be, without tax abatement for the years in which tax abatement hereunder was received by the Company, as determined by the Appraisal District, and be multiplied by the tax rate for the years in which tax abatement hereunder was received by the Company, as calculated by the County Tax Assessor-Collector. The Parties agree the Recapture Amount shall accrue interest at the statutory rate for delinquent taxes as determined by the Texas Tax Code, but without penalty, and such interest shall commence to accrue after expiration of the thirty (30) days after a notice of termination is delivered to Company. The County shall have all remedies for the collection of the Recapture Amount and all accrued interest from the Company as provided generally in the Texas Tax Code for the collection of delinquent property tax. The Recapture Amount, along with all accrued interest shall be recoverable against the Company and shall constitute a tax lien against the Premises and the Tangible Personal Property.

Article VI
Annual Application for Tax Abatement

On or before April 30th each year, it shall be the responsibility of the Company, pursuant to the Texas Tax Code, to file an annual abatement application form prescribed by the Texas Comptroller of Public Accounts for the Tangible Personal Property and the Premises with the Chief Appraiser for the Appraisal District in which the eligible taxable property has situs. A copy of the respective abatement application shall be submitted to the Williamson County Judge and Williamson County Auditor.

Article VII
Annual Rendition

The Company shall annually render the value of the Tangible Personal Property to the Appraisal District using the form prescribed by the Appraisal District and shall provide a copy of the same to the County upon written request. Company shall also be responsible for annually rendering

the value of any existing Tangible Personal Property using the form prescribed by the Appraisal District which has been improved so as to render its value higher than in previous years.

Article VIII
Contribution to Williamson County Economic Development Partnership

On or before the First Year of Abatement, the Company and the County may negotiate and agree upon a contribution to be made by the Company to the Williamson County Economic Development Partnership to support economic development throughout Williamson County, Texas with such contribution amount being paid by the Company to either the County, on behalf of the Williamson County Economic Development Partnership, or directly to the Williamson County Economic Development Partnership. Within thirty (30) days after making such contribution, Company shall provide sufficient written documentation to the County confirming Company's compliance with this Article VIII in the event the Company makes the contribution directly to the Williamson County Economic Development Partnership.

Article IX
Miscellaneous

9.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit in 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 (ii) on the day received if sent by courier or otherwise hand delivered.

If intended for County, to:

Williamson County
Attn: County Judge
710 South Main Street
Suite 101
Georgetown, Texas 7862

If intended for Company, to:

Jack Chen, Officer
Pegatron Technologies, LLC

Before Commencement Date:
5F, No. 76,Ligong Street, Beitou District
Taipei City 112019, Taiwan (R.O.C.)

After Commencement Date:
610 Blue Springs Blvd.
Building #3
Georgetown, Texas 78626

9.2 Authorization. This Agreement was authorized by Order of the Williamson County Commissioners Court approved at a regularly scheduled meeting, after proper notice being given.

9.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.6 Employment of Undocumented Workers. During the term of this Agreement, the Company and Lessee each agree not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the taxes abated herein, and any other funds received by the Company from the County as of the date of such violation within 120 days after the date the Company are notified by the County of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of such Parties or by a person with whom such Party contracts.

9.7 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

9.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

9.9 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Company without the prior written consent of the County.

9.10 Right of Offset. The County may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the County from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether the debt due the County has been reduced to judgment by a court.

9.11 No Waiver. No waiver by County in any event of default or breach of any covenant, condition or stipulation herein by Company shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof. To be effective, any waiver by the County must be in writing and expressly state the subject of and extent of the waiver.

9.12 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

EXECUTED in duplicate originals the ____ day of _____, 20_____.

Williamson County, Texas

By: _____
As Presiding Officer of the
Williamson County Commissioners Court

EXECUTED in duplicate originals the ____ day of _____, 20_____.

Pegatron Technologies LLC

By: _____
Jack Chen, Officer

EXHIBIT "A"
Legal Description of the Land

A TRACT OR PARCEL CONTAINING 12.52 ACRES OR 545,366 SQUARE FEET OF LAND, SITUATED IN THE LEWIS J DYCHES SURVEY NO. 2, ABSTRACT NO. 180, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 43.21 ACRE TRACT OF LAND DESCRIBED IN DEED TO BLUE SPRINGS BUSINESS PARK, LLC., AS RECORDED IN DOCUMENT NO. 2021153887, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.T.), TEXAS, SAME BEING KNOWN AS LOT 1, BLOCK A, BLUE SPRINGS BUSINESS PARK, LLC, AS RECORDED IN DOCUMENT NO. 2022085235 (O.P.R.W.C.T.), WITH SAID 12.52 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD 83):

BEGINNING AT A 1/2" IRON ROD STAMPED "BAKER" (NAD 83-TX-CENTRAL ZONE GRID COORDINATES N: 10,194,692.63, E: 3,132,803.33), FOUND IN THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF SOUTHEAST INNER LOOP (180' R.O.W.), BEING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK A, BLUE SPRINGS BUSINESS PARK, AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 17° 36' 22" EAST, WITH THE COMMON LINE OF SAID LOT 1 BLOCK A, BLUE SPRINGS BUSINESS PARK, OF THE SOUTHWEST R.O.W. LINE OF SAID SOUTH EAST INNER LOOP, AND OF LOT 1, BLOCK A, OF THE ROCK SPRINGS HOSPITAL SUBDIVISION, AS RECORDED AND DESCRIBED IN DOCUMENT NO. 2014008206, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, (P.R.W.C.T.), A DISTANCE OF 976.07 FEET TO A 1/2" IRON ROD STAMPED "BAKER" FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK A, BLUE SPRINGS BUSINESS PARK, BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK A, ROCK SPRINGS HOSPITAL, BEING IN THE NORTH LINE OF A TRACT OF LAND, DESCRIBED IN DEED TO CITIGROUP TECHNOLOGY, INC., AS RECORDED IN DOCUMENT NO. 2012002667, O.P.R.W.C.T., SAME BEING KNOWN AS LOT 1, BLOCK A, PROJECT LONESTAR SUBDIVISION, AS RECORDED AND DESCRIBED IN CABINET CC, SLIDE 349, P.R.W.C.T., AND BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE COMMON LINE OF SAID LOT 1 BLOCK A, BLUE SPRINGS BUSINESS PARK AND SAID LOT 1, BLOCK A, PROJECT LONESTAR SUBDIVISION, THE FOLLOWING TWO (**2**) COURSES AND DISTANCES;

1. SOUTH 68° 31' 41" WEST, A DISTANCE OF 403.75 FEET TO A 5/8" IRON ROD CAPPED FOUND FOR AN ANGLE POINT;

2. SOUTH 69° 06' 24" WEST, A DISTANCE OF 12.92 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8" IRON ROD CAPPED FOUND FOR THE COMMON ANGLE POINT OF SAID LOT 1 BLOCK

A, BLUE SPRINGS BUSINESS PARK AND SAID LOT 1, BLOCK A, PROJECT LONESTAR, BEARS SOUTH 69° 06’ 24" WEST, A DISTANCE OF 12.92 FEET;

THENCE, NORTH 21° 23’ 31” WEST, THROUGH AND ACROSS SAID LOT 1, BLOCK A, BLUE SPRINGS BUSINESS PARK, A DISTANCE OF 1,011.96 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 1 BLOCK A, BLUE SPRINGS BUSINESS PARK, BEING THE SOUTH R.O.W. LINE OF SAID SOUTH EAST INNER LOOP, AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8” IRON ROD FOUND FOR AN ANGLE POINT ON SAID COMMON LINE OF LOT 1BLOCK A, BLUE SPRINGS BUSINESS PARK AND THE SOUTH R.O.W. LINE OF SAID SOUTH EAST INNER LOOP BEARS, SOUTH 72° 23’ 45” WEST, A DISTANCE OF 422.18 FEET;

THENCE, NORTH 72° 23’ 45” EAST, WITH THE COMMON LINE OF SAID LOT 1, BLOCK A, BLUE SPRINGS BUSINESS PARK, AND THE SOUTHEAST R.O.W. LINE OF SAID SOUTH EAST INNER LOOP, A DISTANCE OF 581.87 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 12.52 ACRES OR 545,366 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 59321- BUILDING-3 PREPARED BY WINDROSE LAND SERVICES.

SAVE AND EXCEPT
1.789 ACRES 77,937 SQ. FT.

A TRACT OR PARCEL CONTAINING 1.789 ACRES OR 77,937 SQUARE FEET OF LAND, SITUATED IN THE LEWIS J DYCHES SURVEY NO. 2, ABSTRACT NO. 180, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 43.421 ACRE TRACT OF LAND DESCRIBED IN DEED TO BLUE SPRINGS BUSINESS PARK, LLC., AS RECORDED IN DOCUMENT NO. 2021153887, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.T.), TEXAS, SAME BEING KNOWN AS LOT 1, BLOCK A, OF THE BLUE SPRINGS BUSINESS PARK, LLC, SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2022085235 (O.P.R.W.C.T.), WITH SAID 1.789 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD 83):

COMMENCING, AT A 1/2" IRON ROD STAMPED “BAKER” FOUND IN THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF SOUTHEAST INNER LOOP (180’ R.O.W.), BEING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK A, BLUE SPRINGSBUSINESS PARK;

THENCE, SOUTH 17° 36’ 22” EAST, WITH THE COMMON LINE OF SAID LOT 1 BLOCK A, BLUE SPRINGS BUSINESS PARKAND THE SOUTHWEST R.O.W. LINE OF SAID SOUTHEAST INNER LOOP, A DISTANCE OF 26.44 FEET TO THE **POINT OF BEGINNING** (NAD 83-TX-CENTRAL ZONE GRID COORDINATES N: 10,194,667.44 E: 3,132,811.32), AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 17° 36’ 22” EAST, WITH THE COMMON LINE OF SAID LOT 1 BLOCK A, BLUE SPRINGS BUSINESS PARK, THESOUTHWEST R.O.W. LINE OF SAID

SOUTHEAST INNER LOOP, AND OF LOT 1, BLOCK A, OF THE ROCK SPRINGS HOSPITAL SUBDIVISION AS RECORDED IN DOCUMENT NO. 2014008206, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, (P.R.W.C.T.), A DISTANCE OF 929.98 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 1/2 INCH IRON ROD STAMPED "BAKER" FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK A, BLUE SPRINGS BUSINESS PARK, BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK A, ROCK SPRINGS HOSPITAL AND BEING IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO CITIGROUP TECHNOLOGY, INC., AS RECORDED IN DOCUMENT NO. 2012002667, O.P.R.W.C.T., SAME BEING KNOWN AS LOT 1, BLOCK A, OF THE PROJECT LONESTAR SUBDIVISION, RECORDED IN CABINET CC,. SLIDE 349, P.R.W.C.T. BEARS, SOUTH 17° 36' 22" EAST, A DISTANCE OF 19.65 FEET;

THENCE, THROUGH AND ACROSS SAID LOT 1, BLOCK A, BLUE SPRINGS BUSINESS PARK, THE FOLLOWING SEVENTEEN (**17**) COURSES AND DISTANCES:

1. SOUTH 68° 46' 07" WEST, A DISTANCE OF 158.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

2. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 79.94 FEET, A CENTRAL ANGLE OF 20º 59' 46", AN ARC LENGTH OF 29.30 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 57º 22' 04" EAST – 29.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

3. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 90.68 FEET, A CENTRAL ANGLE OF 69º 15' 55", AN ARC LENGTH OF 109.63 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 13º 32' 00" EAST – 103.07 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

4. NORTH 21° 17' 20" WEST, A DISTANCE 124.04 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

5. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 19.49 FEET, A CENTRAL ANGLE OF 89º 58' 06", AN ARC LENGTH OF 30.60 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 23º 40' 53" EAST – 27.55 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

6. NORTH 68° 39' 56" EAST, A DISTANCE OF 30.68 FEET TO AN ANGLE POINT FOR AN INTERIOR CORNER;

7. NORTH 21° 14' 10" WEST, A DISTANCE OF 204.87 FEET TO AN ANGLE POINT FOR AN INTERIOR CORNER;

8. SOUTH 68° 56' 37" WEST, A DISTANCE OF 36.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

9. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 19.03 FEET, A CENTRAL ANGLE OF 89º 54’ 59”, AN ARC LENGTH OF 29.87 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66º 05’ 53” EAST – 26.89 FEET TO AN ANGLE POINT;

10. NORTH 21° 11’ 40” WEST, A DISTANCE OF 164.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

11. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 19.03 FEET, A CENTRAL ANGLE OF 90º 12’ 07”, AN ARC LENGTH OF 30.11 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 23º 51’ 15” EAST – 27.10 FEET TO AN ANGLE POINT;

12. NORTH 68° 57’ 18” EAST, A DISTANCE OF 35.79 FEET TO AN ANGLE POINT FOR AN INTERIOR CORNER;

13. NORTH 21° 11’ 44” WEST, A DISTANCE OF 168.94 FEET TO AN ANGLE POINT FOR AN INTERIOR CORNER;

14. SOUTH 68° 46’ 17” WEST, A DISTANCE OF 35.45 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

15. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 19.24 FEET, A CENTRAL ANGLE OF 84º 41’ 30”, AN ARC LENGTH OF 28.44 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 69º 30’ 17” WEST – 25.92 FEET TO AN ANGLE POINT;

16. NORTH 21° 19’ 14” WEST, A DISTANCE OF 108.93 FEET TO AN ANGLE POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

17. NORTH 72° 34’ 04” EAST, A DISTANCE 134.72 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 1.789 ACRES OR 77,937 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 59321-BUILDING-3, PREPARED BY WINDROSE LAND SERVICES.