

STATE OF TEXAS

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TAX ABATEMENT AGREEMENT

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COUNTY OF WILLIAMSON

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This Tax Abatement Agreement (the "Agreement") is entered into by and among Williamson County, Texas (the "County"), and SL6 Georgetown LP, a Texas limited partnership ("Owner"), and Compal USA Technology Inc., a Texas corporation (the "Lessee") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, Lessee is a wholly owned subsidiary of Compal Electronics, which is a global leader in innovative technology design and manufacturing in computer and smart device industries including cloud servers, automotive electronics, and smart medical devices and is expanding operations in the United States; and

WHEREAS, the Owner is the owner of land in the Georgetown Logistics Park in Georgetown, Texas, being further described in **Exhibit "A"** ("Land"), whereon the Improvements (hereinafter defined) and Leased Premises (hereinafter defined) are situated; and

WHEREAS, Owner and Lessee have entered into a Lease (hereinafter defined) respecting the Leased Premises, which is a portion of the Improvements; and

WHEREAS, Lessee intends to construct, or cause to be constructed, in accordance with the terms of the Lease, Lesse Improvements (hereinafter defined) to a portion of the Improvements; and

WHEREAS, Lessee intends to operate a server service center supporting enterprise and cloud infrastructure needs and locate Tangible Personal Property (hereinafter defined) on the Leased Premises; and

WHEREAS, Lessee intends to make a Capital Investment (hereinafter defined) of not less Thirty-Five Million and No 100 Dollars (\$35,000,000.00) on or before 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 "Order") establishing Tax Abatement Reinvestment Zone No. 2025-01(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 Lessee 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 Leased Premises, and the contemplated Lessee 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 Lessee Improvements sought are feasible and practicable and would be of benefit to the Leased Premises to be included in the Zone and to the County after expiration of this Agreement; and

WHEREAS, as required by Texas Tax Code Section 312.207, the County has caused notice to be posted of the meeting at which this Agreement is to be approved by the Commissioners Court; and

WHEREAS, this Agreement was approved at a regularly scheduled meeting of the Commissioners Court;

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 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 Leased Premises for the year in which the Agreement was executed (2026).

“Capital Investment” shall mean the capitalized costs of Lessee for the design and construction of the Lessee Improvements to the Improvements and for the installation of Tangible Personal Property, furniture, fixtures, and other equipment located at the Leased Premises.

“Certificate of Occupancy” shall mean a final certificate of occupancy issued by the City for the occupancy of the Leased Premises by Lessee.

“City” shall mean the City of Georgetown, Texas.

“Commencement Date” shall mean the later of: (i) the date the City has issued a final Certificate of Occupancy or (ii) the date the Lessee occupies the Leased Premises, which shall be no later than February 28, 2027.

“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 Lessee Improvements; (ii) all necessary permits for the construction of the Lessee Improvements pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) the construction of the vertical elements of the Lessee Improvements has commenced.

“Commissioners Court” shall mean the governing body of the County.

“Completion of Construction” shall mean substantial completion of the Lessee Improvements. For purposes of this Agreement, “substantial completion” shall mean the stage in the progress of the construction when the Lessee Improvements or designated portions thereof are sufficiently complete so that the Lessee can occupy or utilize the Lessee Improvements for their intended use; provided, however, that as a condition precedent to substantial completion, the Lessee has received a Certificate 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 Leased Premises.

“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 Sixty Thousand and No 100 Dollars (\$60,000.00), excluding benefits, which have been created and filled and maintained at the Leased Premises 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, Lessee 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 Lessee’s full-time employees to qualify as Employment Positions under this Agreement, the Lessee 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 an existing 425,586 square foot building situated on the Land; and being designated as 1800 Aviation Drive, Building #1, Georgetown, Texas 78628, along with other ancillary facilities such as reasonably required parking and landscaping. The Improvements are depicted in the aerial image in Exhibit “B”.

“Land” means the real property described in Exhibit “A”.

“Lease” shall mean that certain Standard Commercial Lease, as amended, being executed between Owner and Lessee, being dated October 31, 2025 and respecting the Leased Premises, containing a term for a period of not less than ten (10) years.

“Lease Inception Date” shall mean the commencement date of the term of the Lease, but no later than February 18, 2027.

“Leased Premises” shall mean collectively, the 212,793 square foot industrial space out of the Improvements and being separately designated as 1800 Aviation Drive, Building #1, Suite 200, Georgetown, Texas 78628; the Lessee Improvements following construction thereof; and the other ancillary facilities associated with the Leased Premises such as reasonably required parking and landscaping. The Leased Premises are depicted in the aerial image in Exhibit “B”.

“Lessee Improvements” shall mean the tenant finish out of the Leased Premises which Lessee intends to construct, or cause to be constructed, in accordance with the terms of the Lease.

“Required Use” shall mean the continuous lease, use, and occupancy of the Leased Premises by Lessee and the continuous operation of a server service center supporting enterprise and cloud infrastructure needs, general warehousing, and the distribution, assembly, manufacturing, testing, repairing, research and development, and other lawful industrial, commercial or logistics purposes in connection with Lessee’s or businesses in the electronics, technology, medical device, and/or related industries of Lessee’s affiliates.

“Tangible Personal Property” shall mean furniture, fixtures and equipment owned or leased by Lessee and located at the Leased 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 Leased 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 Owner is the owner of the Land, Improvements and Leased Premises, which are located within the city limits of the City and within the Zone. Lessee, subject to and pursuant to the terms of the Lease, intends to construct or cause the construction of the Lessee Improvements to the Leased Premises and intends to locate and maintain Tangible Personal Property at the Leased Premises.

2.2 The Leased 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 Land, Improvements and Leased 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, Owner and Lessee shall, before May 1, of each calendar year that the Agreement is in effect, certify in writing to the County that Owner and Lessee 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 Lessee'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 also conduct on-site inspections of the Leased Premises and associated facilities located thereon during the term of this Agreement to verify compliance with this Agreement.

2.7 The Leased Premises shall at all times 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 Beginning on the Commencement Date and continuing until the Expiration Date, Lessee shall establish one or more programs at the Leased 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 Owner an abatement of Thirty Percent (30%) of the Assessed Value of the Leased Premises and grants Lessee

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, that beginning with the second year of abatement, the combined minimum Assessed Value of the Leased Premises and Tangible Personal Property shall be at least Ten Million and No/100 Dollars (\$10,000,000.00) ("Minimum Assessed Value"), according to the Appraisal District records, as of January 1 of such Tax Year and as of January 1 of each calendar year thereafter during the term of this Agreement. The foregoing percentage of Assessed Value of the Leased Premises subject to abatement for each year this Agreement is in effect will apply only to the portion of the Assessed Value of the Leased 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 Leased Premises after execution of this Agreement. The failure of the Leased Premises and the Tangible Personal Property to have the Minimum Assessed Value of \$10,000,000.00 as of January 1 of 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 Leased 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, Lessee shall be subject to all taxation not abated, including but not limited to, sales tax and ad valorem taxation.

3.5 Lessee's Capital Investment shall be no less than Thirty-Five Million and No 100 Dollars (\$35,000,000.00) on or before of the second anniversary date of the First Year of Abatement.

3.6 Beginning with the First Year of Abatement and continuing until the Expiration Date, the Leased Premises shall not be used for any purpose other than the Required Use and the operation and occupancy of the Leased 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.

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

3.8 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 Owner and Lessee hereby acknowledge and agree that the above stated abatement is for only those ad valorem taxes paid by the Owner and/or Lessee 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 County Fund or to ad valorem taxes paid by the Owner and/or Lessee to the Williamson County Road & Bridge Fund (being identified as “Williamson CO FM/RD” on tax statements).

**Article IV
Improvements; Employment Positions**

4.1 Lessee intends to construct or cause the construction of the Lessee Improvements for the occupancy of the Leased Premises by Lessee. Nothing in this Agreement shall obligate Lessee to construct the Lessee Improvements for the occupancy of the Leased Premises by Lessee, but said actions are conditions precedent to tax abatement pursuant to this Agreement. Lessee intends to locate Tangible Personal Property at the Leased Premises. Nothing in this Agreement shall obligate Lessee to locate Tangible Personal Property at the Leased Premises, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

4.2 As a condition precedent to the initiation of the tax abatement pursuant to this Agreement, Lessee agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Lessee Improvements to occur on or before **August 1, 2026**, and subject to events of Force Majeure to cause Completion of Construction of the Lessee Improvements to occur on or before **February 18, 2027**, as good and valuable consideration for this Agreement, and that all construction of the Lessee Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

4.3 The Lessee agrees to maintain the Leased Premises during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

4.4 Lessee agrees that construction plans for the Lessee Improvements constructed on the Land shall be filed with the County, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

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

4.6 The Lessee agrees that during the term of this Agreement to: 1) employ no less than Fifty (50) FTE Employment Positions within Six (6) Months after the Commencement Date; 2) employ no less than Seventy-Five (75) FTE Employment Positions within Two (2) Years after the Commencement Date; 3) employ no less than One Hundred (100) FTE Employment Positions within Three (3) Years after the Commencement Date; and, continuing thereafter, maintain a minimum of One Hundred (100) FTE Employment Positions working at the Leased Premises during the term of this Agreement. Lessee covenants and agrees that, on the date occurring Six (6) months from the date of the Commencement Date and continuing thereafter during the term of this Agreement, Lessee shall deliver to the County quarterly compliance verifications signed by a duly authorized representative

of Lessee that shall certify the number of FTE Employment Positions and shall disclose and certify the average wage for all FTE Employment Positions (the “Quarterly Compliance Verification”). All Quarterly Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports. Lessee further agrees that beginning on the date occurring Six (6) months from the date of the Commencement Date, 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) Lessee fails to cause Commencement and/or Completion of Construction of the Lessee Improvements in accordance with this Agreement; (ii) Owner and/or Lessee has delinquent ad valorem taxes owed to the County (provided Owner and Lessee retains the right to timely and properly protest such taxes); (iii) Owner and/or Lessee has an event of Bankruptcy or Insolvency; or (iv) Owner and/or Lessee breaches any of the terms and conditions of this Agreement.

5.2 Upon an Event of Default by Owner and/or Lessee, the County shall notify the Owner and Lessee in writing and set forth a description of the Event of Default, which the Owner and/or Lessee 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 Owner and/or Lessee 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 Owner and/or Lessee 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 Owner and/or Lessee 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 Owner and Lessee.

5.4 Upon County’s termination of this Agreement under this Article, 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 Owner and/or Lessee not later than thirty (30) days after a notice of termination is delivered to Owner and Lessee 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 Leased Premises, as the case may be, without tax abatement for the years in which tax abatement hereunder was received by the Owner and Lessee, 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 Owner and/or Lessee, 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 Owner and/or Lessee. The County shall have all remedies for the collection of the Recapture Amount and all accrued interest from the Owner and Lessee 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 Owner and/or Lessee and shall constitute a tax lien against the Leased 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 Lessee, 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 with the Chief Appraiser for the Appraisal District in which the eligible taxable property has situs. On or before April 30th each year, it shall be the responsibility of the Owner, pursuant to the Texas Tax Code, to file an annual abatement application form prescribed by the Texas Comptroller of Public Accounts for the Leased Premises with the Chief Appraiser for the Appraisal District in which the eligible taxable property has situs. A copy of the respective abatement applications shall be submitted by Owner and Lessee to the Williamson County Judge and Williamson County Auditor.

Article VII
Annual Rendition

The Lessee 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. Lessee 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 Owner, Lessee and County may negotiate and agree upon a contribution by the Owner and/or Lessee to the Williamson County Economic Development Partnership to support economic development throughout Williamson County, Texas with such contribution amount being paid by the Owner and/or Lessee 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, Owner and/or Lessee shall provide sufficient written documentation to the County confirming Owner and/or Lessee's compliance with this Article in the event the Owner and/or Lessee 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 78626

With a copy to:

Williamson County Auditor
Attn: County Auditor
710 South Main Street, Suite 301
Georgetown, Texas 78626

If intended for Owner, to:

SL6 Georgetown LP
C/O Stonelake Capital Partners
Attn: Travis Eickenhorst
3200 Gracie Kiltz Lane, Suite 500
Austin, TX 78758

If intended for Lessee, to:

Before Lease Inception Date:

Compal USA Technology Inc.
Attention: Victor Li
701 E Parmer Ln.
Austin, TX 78753
Email: victor_li@compal.com

After Lease Inception Date:

Compal USA Technology Inc.
Attention: Victor Li
1800 Aviation Drive, Building #1, Suite 200,
Georgetown, Texas 78628
Email: victor_li@compal.com

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 Representations of Owner and Lessee. The Lessee and Owner hereby represents and warrants to the County that as of the Effective Date:

(a) The Owner and Lessee are duly organized and existing and in good standing under the laws of the State of Texas and are registered with the Texas Secretary of State and authorized to transact business in the State of Texas.

(b) The Owner and Lessee each have the power, authority and legal right to enter into and perform its obligations set forth in this Agreement and the execution, delivery, and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation applicable to Owner and/or Lessee, and (ii) do not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner and Lessee under any agreement or instrument to which the Owner and/or Lessee is a party or by which the Owner and/or Lessee or their respective assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the Owner and Lessee and constitutes a legal, valid, and binding obligation of the respective Party, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the Owner and Lessee do not require the consent or approval of any person that has not been obtained.

(e) The Owner and Lessee will each acquire all necessary rights, licenses, permits, and authority to continue its business in the State of Texas and to maintain all such necessary rights, licenses, permits, and authority for the duration of this Agreement.

(f) To the Owner's and Lessee's respective knowledge, no litigation or governmental proceeding is pending, threatened against, or affecting the respective Party that could result in any material adverse change in the respective Party's business, properties, or operation and that no consent, approval, authorization, registration, or declaration with any governmental authority is required in connection with the execution of or transactions in this Agreement.

(g) There are no bankruptcy proceedings currently pending or contemplated by the Owner and Lessee, and such respective Party has not been informed of any potential involuntary bankruptcy proceedings.

(h) The Owner and Lessee will each timely prior to the delinquency date pay all taxes due and owing by it to all taxing authorities having jurisdiction, including all employment, income, franchise, and all other taxes due and owing by it to all local, state, and federal entities.

(i) The Owner and Lessee will each notify the County in writing within thirty (30) days after changes in ownership, board chairman, president, CEO, area manager, or any other key personnel occurring during the Term and/or any Substantial Change in Ownership or Control of the respective Party during the term.

(j) The Owner and Lessee shall each comply fully with all applicable state and federal law, including not discriminating against any person on the basis of race, color, national origin, sex, or disability.

9.4 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.

9.5 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.

9.6 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.

9.7 Employment of Undocumented Workers. During the term of this Agreement, the Owner 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 Owner and/or Lessee shall repay the taxes abated herein, and any other funds received by the Respective Party from the County as of the date of such violation within 120 days after the date the Owner and Lessee 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. Owner and Lessee is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of such Party or by a person with whom such Party contracts.

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

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

9.10 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 Owner or by the Lessee without the prior written consent of the County.

9.11 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 Owner and/or Lessee, 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.

9.12 No Waiver. No waiver by County in any event of default or breach of any covenant, condition or stipulation herein by Owner and/or Lessee 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.

9.13 Conditions Precedent. This Agreement is subject to, and the obligations of the Parties are expressly conditioned upon the Lease having been fully executed on or before the Effective Date of this Agreement.

9.14 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____.

County:

Williamson County, Texas

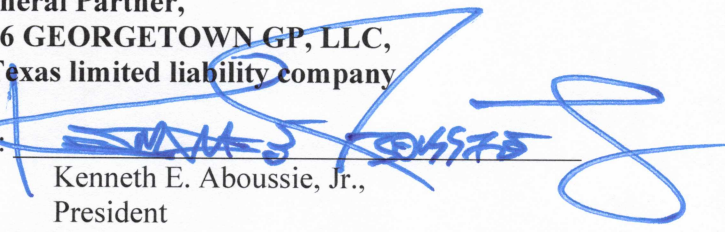
By: _____
As Presiding Officer of the
Williamson County Commissioners Court

EXECUTED in duplicate originals the 31 day of March, 2026.

Owner:

SL6 GEORGETOWN, LP,
a Texas limited partnership,
Acting by and through its
General Partner,
SL6 GEORGETOWN GP, LLC,
a Texas limited liability company

By:


Kenneth E. Aboussie, Jr.,
President

EXECUTED in duplicate originals the 27 day of March, 20 .

Lessee:

**Compal USA Technology Inc.,
a Texas Corporation**

By: _____

Bryan J. Leuenberger,
Senior Vice President, *Agent*

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

A 32.969 acre tract generally located at 1800 Aviation Drive, Georgetown, Texas, and more particularly described as Lot 1, Block A, Georgetown Logistics, an addition to the City of Georgetown, Williamson County, Texas, according to the plat thereof recorded as Instrument No. 2022045096, Official Public Records, Williamson County, Texas.

EXHIBIT "B"
AERIAL DEPICTION OF THE IMPROVEMENTS
AND
THE LEASED PREMISES

