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ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas ("City"), a home-rule municipal corporation, and Delta Electronics (USA) Inc., a Delaware corporation ("Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of manufacturing power electronics and infrastructure and agrees to construct or cause to construct manufacturing facilities and office space on approximately fifty (50) acre parcel located at Data Drive and Lotus Drive ("Real Property") and Occupy a minimum of 1,090,000 square feet of manufacturing and office space at the Real Property throughout the Term of this Agreement; and

WHEREAS, Company agrees to transfer or create and maintain up to 1,500 Full-Time Job Equivalents whose assigned work location is at the Real Property within Company's human resource system(s) of record(s) and who are residents of the MSA Area, as defined below, for the term of this Agreement; and

WHEREAS, Company agrees to construct or cause to be constructed real property improvements that have a minimum taxable value of $286,400,000.00 and a minimum fair market value of $358,000,000.00 on the Real Property; and

WHEREAS, Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, City Council finds that the construction and Occupancy of 1,090,000 square feet of manufacturing and office space at the Real Property, the creation or transfer and maintenance of up to 1,500 Full-Time Job Equivalents, and the investment of at least $286,400,000.00 of real property improvements will promote economic development, stimulate commercial activity, and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens, and will promote local economic development and stimulate business and commercial activity in the City.

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NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I
Definitions

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

"Commencement Date" shall mean December 31, 2028.

"Company" shall mean Delta Electronics (USA) Inc., a Delaware corporation.

"Event of 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, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company's operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

"Full-Time Job Equivalent(s)" shall mean one or more Company employees, whether individual or combined with other employees, whose assigned work location is at the Real Property within Company's human resource system(s) of record(s), is a resident of the MSA Area, is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company. Company shall retain a copy of the W-2 forms, or other similar documents, for each such person representing such person's residence that is reported in the Company's annual certification(s).

"MSA Area" is a fourteen-county area which includes the eleven counties in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area (as shown on the map of Metropolitan and Micropolitan Statistical Areas of the United States and Puerto Rico published by the U.S. Census Bureau as of March 2020), Cooke County, Fannin County, and Grayson County.

"Occupancy" or "Occupy" shall mean the Company has received a certificate of occupancy for the occupancy of the Real Property and the Company is regularly open and operating their business at the Real Property.

"Real Property" or "Property" shall mean the newly constructed manufacturing facilities and office space on approximately fifty (50) acre parcel

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located on Data Drive and Lotus Drive.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue for fifteen (15) years thereafter, unless sooner terminated as provided herein ("Term").

Article III
Obligations of Company

In consideration of the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following:

(a) By the Commencement Date, construct or cause to construct and Occupy at least 600,000 square feet of new manufacturing facilities and office space located at the Real Property and maintain Occupancy throughout the Term of the Agreement; and

(b) By the Commencement Date, construct or cause to be constructed real property improvements that have a minimum taxable value of $147,200,000.00 and a minimum fair market value of $184,000,000.00 on the Real Property, together with the obligation described in Article III(a) shall be referred to as "Phase 1"; and

(c) By the Commencement Date, create or transfer at least 172 Full-Time Job Equivalents and maintain the Full-Time Job Equivalents at the Real Property throughout the Term of the Agreement; and

(d) By December 31, 2031, construct or cause to construct and Occupy at least 490,000 square feet of new manufacturing facilities and office space located at the Real Property and maintain Occupancy throughout the Term of the Agreement; and

(e) By December 31, 2031, construct or cause to be constructed real property improvements that have a minimum taxable value of $139,200,000.00 and a minimum fair market value of $174,000,000.00 on the Real Property, together with the obligation described in Article III(d) shall be referred to as "Phase 2"; and

(f) By December 31, 2032, and subject to Company maintaining its obligation described in Article III(a) and (c), Company may create or transfer at least 240 Full-Time Job Equivalents and maintain the Full-Time Job Equivalents at the Real Property throughout the Term of the Agreement; and

(g) By December 31, 2037, and subject to Company maintaining its obligation described in Article III(a), (c), and (f), Company may create or transfer up to an additional 1,088 Full-Time Job Equivalents and maintain those Full-Time Job Equivalents at the Real Property throughout the Term of the Agreement; and

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(h) Use reasonable efforts to use facilities, including hotels and motels, located in the City of Plano, Texas for any Company-related or sponsored business activities throughout the term of the Agreement; and

Article IV
Economic Development Grant

4.01 **Grant.** City agrees to provide the Company a grant of up to $5,873,000.00 ("Grant") as long as Company meets each of the obligations of this Agreement.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the Grant in accordance with the following requirements and schedule:

(a) **Fee Reimbursement Grant.** Company shall be entitled to a grant payment of up to $1,973,000.00 for reimbursement of City of Plano fees, including, but not limited to permit, building inspections, engineering, and planning fees, paid in relation to the construction and Occupancy of the Real Property ("Fee Reimbursement Grant"). Such Fee Reimbursement Grant shall be paid in two (2) installments as follow:

1. **Fee Reimbursement Grant #1.** Company complies with the obligation set forth in Article III(a) and (b) and is entitled to grant payment of up to $1,086,056.00.

2. **Fee Reimbursement Grant #2.** Company complies with the obligation set forth in Article III(d) and (e) and is entitled to grant payment of up to $886,944.00.

3. Company shall submit an itemized schedule and any receipts of the fees paid by or caused to be paid by the Company to the City of Plano, Texas upon completion of each construction phase (Phase 1 & 2) of the Real Property.

(b) **Job Creation Grant #1.** Company shall be entitled to a grant payment of $447,200.00 ("Job Creation Grant #1") if Company complies with the obligations set forth in Article III(a) and (c). The Job Creation Grant #1 shall not be pro-rated.

(c) **Job Creation Grant #2.** Company may be entitled to a grant payment of $624,000.00 ("Job Creation Grant #2") if Company complies with the obligations set forth in Article III(a), (c), and (f). The Job Creation Grant #2 shall not be pro-rated.

(d) **Job Creation Grant #3.** After satisfying the obligations set forth in Article III(a), (c), and (f), Company may add up to 1,088 Full-Time Job Equivalents as set forth in Article III(g). For each additional Full-Time Job Equivalent created or transferred to the Real Property by December 31, 2036, Company may be entitled to a grant payment of $2,600 per additional Full-

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Time Job Equivalent added. The maximum amount Company may be entitled to for the Job Creation Grant #3 is $2,828,800.00.

(e) **Reimbursement Grant Request.** Company shall submit a request for reimbursement under the Fee Reimbursement Grant (the "Reimbursement Grant Request") to the City. Such Reimbursement Grant Request shall include an itemized schedule and any receipts of the fees paid by or caused to be paid by the Company, as described in Section 4.02(a). With the Reimbursement Grant Request, Company shall submit an executed Certificate of Compliance form, attached hereto as **Exhibit "A."**

1. Company shall submit the first Reimbursement Grant Request to the City between June 30, 2029, and August 31, 2029. City's obligation to pay or reimburse Company under the Fee Reimbursement Grant shall terminate after August 31, 2029.

2. Company shall submit the second Reimbursement Grant Request to the City between June 30, 2032, and August 31, 2032. City's obligation to pay or reimburse Company under the Fee Reimbursement Grant shall terminate after August 31, 2032.

3. Any reimbursement under the Fee Reimbursement Grant will be made by the City within thirty (30) days of receipt of the Reimbursement Grant Request. City may, in its sole discretion, withhold such payment if additional documents or information is needed from the Company.

4. For the Fee Reimbursement Grant, City shall only reimburse Company for fees, costs, and expenses actually incurred or paid by the Company.

(f) **Job Creation Grants Payment Request.**

1. For the Job Creation Grant #1 payment request, Company must submit an executed Certification of Compliance form. Company's request for payment under the Job Creation Grant #1 must be submitted to the City between June 30, 2029, and December 31, 2029. A failure to submit the Certification of Compliance form by December 31, 2029, to the City shall result in forfeiture of the Job Creation Grant #1 by the Company. City shall have no further obligation to pay Company Job Creation Grant #1 after December 31, 2029.

2. For the Job Creation Grant #2 payment request, Company must submit an executed Certification of Compliance form. Company's request for payment under the Job Creation Grant #2 must be submitted to the City between June 30, 2033, and December 31,

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2033. A failure to submit the Certification of Compliance form by December 31, 2033, to the City shall result in forfeiture of the Job Creation Grant #2 by the Company. City shall have no further obligation to pay Company Job Creation Grant #2 after December 31, 2033.

3. For the Job Creation Grant #3 payment request, Company must submit an executed Certification of Compliance form. Company's request for payment under the Job Creation Grant #3 must be submitted to the City between June 30, 2037, and December 31, 2037. A failure to submit the Certification of Compliance form by December 31, 2037, to the City shall result in forfeiture of the Job Creation Grant #3 by the Company. City shall have no further obligation to pay Company Job Creation Grant #3 after December 31, 2037.

(g) The obligations of each grant shall be treated separate and apart. Company's failure to comply with an obligation under a specific grant does not disqualify the Company from receiving payment under a different grant outlined in this Article. For example, if Company fails to comply with the obligations of the Fee Reimbursement Grant, Company may still be eligible to receive payment under the Job Creation Grants, so long as Company meets the specific obligations and requirements under those grants.

(h) Beginning January 31, 2030, Company must submit an annual certification on the form, attached hereto as **Exhibit "B"** not later than January 31st of each year for the duration of this Agreement. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages as set out in Section 4.03 below.**

(i) All certifications required under this Agreement must be executed by the Company's chief executive or financial officer.

4.03 **Refund/Repayment/Default.**

(a) The following events shall constitute an event of default ("Event of Default") during the Term of this Agreement, if Company:

1. Fails to Occupy or maintain Occupancy at the Real Property;

2. Fails to refund any payments as required by the City;

3. Fails to fulfill any of the obligations set forth in this Agreement;

4. Fails to maintain the required number of Full-Time Job Equivalents for which it has received payment, at the time Company submits its annual certification to the City; or

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5. Is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers.

(b) If any Event of Default occurs prior to any Grant funds being paid to the Company by the City, then Company shall forfeit the entire Grant and the City's obligations under this Agreement shall terminate.

(c) If any Event of Default, excluding an Event of Default under Section 4.03(a)(4) and (a)(5), occurs after Grant funds have been paid to the Company by the City, then Company shall repay to the City all Grant funds paid to it within thirty (30) days of written notice of default from the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(d) If a default occurs under Section 4.03(a)(4), Company shall have until January 1st of the following year to cure. If the Company fails to cure the default by January 1st of the following year, then Company shall refund to the City an amount equal to $2,600.00 for each lost Full-Time Job Equivalent. For the purposes of determining whether the City is due a refund under this Subsection, the Company shall certify to the City as set out in Section 4.02 the actual number of Full-Time Job Equivalents at the Real Property the compliance period using the form attached as Exhibit "B". A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Full-Time Job Equivalent(s), Company is not entitled to any future payment for that lost Full-Time Job Equivalent(s) notwithstanding that it subsequently complies with the Full-Time Job Equivalent requirements of this Agreement at a later date.

(e) If a default occurs under Section 4.03(a)(5), then Company shall repay to the City all Grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the Company is convicted of the offense.

Article V
Termination

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

(a) By expiration of the term and where no defaults have occurred; or

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

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The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI
Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

(a) Five (5) years from the end of the Agreement period; or

(b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Full-Time Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

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Article VII
Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII
Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Mr. Mark D. Israelson

If intended for the Company:
Delta Electronics (USA) Inc.
Attention: Mr. Benson Tan

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City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

Senior Finance Manager
601 Data Drive
Plano, TX 75075

With a copy to:
City of Plano, Texas
Attention: Ms. Paige Mims
City Attorney
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

8.05 **Compliance with Equal Rights Ordinance.** Company agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

(a) for an employer to fail or refuse to hire, or to discharge, any person;

(b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;

(c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;

(d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;

(e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;

(f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;

(g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;

(h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or

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employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment;

(i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;

(j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;

(k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

(l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

(m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

Company also understands that it is entitled to apply to the City Manager for a waiver from the Equal Rights Ordinance's application to its business if applying it would conflict with state or federal law. During the review of the waiver request, the contract will be placed on hold.

8.06 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.07 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

8.08 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.09 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of

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the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.10 **Recitals.** The recitals to this Agreement are incorporated herein.

8.11 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

Lisa C. Henderson, CITY SECRETARY

CITY OF PLANO, TEXAS, a home-rule municipal corporation

Mark D. Israelson, CITY MANAGER
Date: 01/08/2025

APPROVED AS TO FORM:

for Paige Mims, CITY ATTORNEY

ATTEST:

DocuSigned by:
Paula Ball Sotelo
8550F008C87B4CF...
Name: Paula Ball Sotelo
Title: Sr. Paralegal

DELTA ELECTRONICS (USA) Inc., a Delaware company

DocuSigned by:
Jiashien Chen
061BDA034B29421...
By:
Name: Jiashien Chen
Title: CFO
Date: 12/12/2024

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EXHIBIT "A"
CERTIFICATE OF COMPLIANCE

Step One:
Please select one of the options below:

_____ a. I hereby certify that Delta Electronics (USA) Inc. has Occupied the Real Property on or before December 31, 2028, and is in compliance with all terms of the Agreement.

_____ b. I hereby certify that Delta Electronics (USA) Inc. has failed to Occupy the Real Property on or before December 31, 2028, is not in compliance with all terms of the Agreement and is not entitled to receive payment in accordance with Article IV of the Agreement.

Step Two:

For Reimbursement under the Fee Reimbursement Grant:

Fee Reimbursement Grant #1 (Due between June 30, 2029, and August 31, 2029)
Please select one of the options below:

_____ a. I hereby certify that Delta Electronics (USA) Inc. has submitted for approval itemized costs paid by Delta Electronics (USA) Inc. to the City of Plano for permit, building inspections, engineering and planning fees for the construction of 600,000 square feet of new manufacturing facilities and office space located at the Real Property for reimbursement of up to $1,086,056.00, attached hereto as Exhibit "1", and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02(a) and (e) of that Agreement in the amount of _____ Dollars.

_____ b. I hereby certify that Delta Electronics (USA) Inc. has failed to submit itemized costs paid by Delta Electronics (USA) Inc. to the City of Plano for permit, building inspections, engineering and planning fees for the construction of 600,000 square feet of new manufacturing facilities and office space located at the Real Property for reimbursement of up to $1,086,056.00 and is not entitled to receive payment in accordance with Section 4.02(a) and (e) of that Agreement.

Fee Reimbursement Grant #2 (Due between June 30, 2032, and August 31, 2032)
Please select one of the options below:

_____ a. I hereby certify that Delta Electronics (USA) Inc. has submitted for approval itemized costs paid by Delta Electronics (USA) Inc. to the City of Plano for permit, building inspections, engineering and planning fees for the construction of 490,000 square feet of new manufacturing facilities and office space located at the Real Property for reimbursement of up to $886,944.00, attached hereto as Exhibit "1", and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02(a) and (e) of that Agreement in the amount of _____ Dollars.

_____ b. I hereby certify that Delta Electronics (USA) Inc. has failed to submit itemized costs paid by Delta Electronics (USA) Inc. to the City of Plano for permit, building inspections, engineering and planning fees for the construction of 490,000 square feet of new manufacturing facilities and office space located at the Real Property for reimbursement of up to $886,944.00 and is not entitled to receive payment in accordance with Section 4.02(a) and (e) of that Agreement.

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Step Three:
For Reimbursement under the Job Creation Grants:

Job Creation Grant #1 (Due between June 30, 2029, and December 31, 2029):
Please select one of the options below:

_____ a. I hereby certify that Delta Electronics (USA) Inc. has transferred or created at least 172 Full-Time Job Equivalent positions at the Real Property on or before December 31, 2028, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(b) of that Agreement. The actual number of Full-Time Job Equivalents is _____.

_____ b. I hereby certify that Delta Electronics (USA) Inc. has failed to transfer or create at least 172 Full-Time Job Equivalent positions at the Real Property on or before December 31, 2028, and is not entitled to receive payment in accordance with Section 4.02 (b) of that Agreement. The actual number of Full-Time Job Equivalents is _____.

Job Creation Grant #2 (Due between June 30, 2033, and December 31, 2033)
Please select one of the options below:

_____ a. I hereby certify that Delta Electronics (USA) Inc. has: (1) maintained the 172 Full-Time Job Equivalent positions at the Real Property; (2) transferred or created an additional 240 Full-Time Job Equivalent positions at the Real Property on or before December 31, 2032; and (3) is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(c) of that Agreement. The actual number of additional Full-Time Job Equivalents added is _____.

_____ b. I hereby certify that Delta Electronics (USA) Inc. has failed to: (1) maintained the 172 Full-Time Job Equivalent positions at the Real Property; (2) transferred or created an additional 240 Full-Time Job Equivalent positions at the Real Property on or before December 31, 2032; and (3) is not entitled to receive payment in accordance with Section 4.02(c) of that Agreement. The actual number of additional Full-Time Job Equivalents added is _____.

Job Creation Grant #3 (Due between June 30, 2037, and December 31, 2037):
Please select one of the options below:

_____ a. I hereby certify that Delta Electronics (USA) Inc. has: (1) maintained the 412 Full-Time Job Equivalent positions at the Real Property; (2) transferred or created an additional 1,088 Full-Time Job Equivalent positions at the Real Property on or before December 31, 2037; and (3) is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(d) of that Agreement. The actual number of additional Full-Time Job Equivalents added is _____. Based on Section 4.02 of the Agreement, Delta Electronics (USA) Inc. is entitled to payment of $_____.

_____ b. I hereby certify that Delta Electronics (USA) Inc. has failed to: (1) maintained the 412 Full-Time Job Equivalent positions at the Real Property; (2) transferred or created an additional 1,088 Full-Time Job Equivalent positions at the Real Property on or before December 31, 2037; and (3) is not entitled to receive payment in accordance with Section 4.02(d) of that Agreement.

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ATTEST:

DELTA ELECTRONICS (USA) Inc., a Delaware company

_____

Name:
Title: _____

By: _____
Name: _____
Chief Financial Officer

_____

Date

For the Fee Reimbursement Grant #1, this certification shall be submitted between June 30, 2029, and August 31, 2029. For the Job Creation Grant #1, this certification shall be submitted between June 30, 2029, and December 31, 2029. For the Fee Reimbursement Grant #2, this certification shall be submitted between June 30, 2032, and August 31, 2032. For the Job Creation Grant #2, this certification shall be submitted between June 30, 2033, and December 31, 2033. For the Job Creation Grant #3, this certification shall be submitted between June 30, 2037, and December 31, 2037.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, TX 75086-0358

Docusign Envelope ID: 7A638EB0-D8B9-4C6B-B5DD-D3576A38A3BE

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

Please select one of the options for annual certification beginning in 2030:

_____ a. I hereby certify that Delta Electronics (USA) Inc. is in compliance with each applicable term as set forth in the Agreement and the transferred or created number of Full-Time Job Equivalents has not fallen below the number for which Delta Electronics (USA) Inc. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Full-Time Job Equivalents was ____.

_____ b. I hereby certify that Delta Electronics (USA) Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Full-Time Job Equivalents has fallen below the number for which Delta Electronics (USA) Inc. has received a grant payment. I understand that Delta Electronics (USA) Inc. shall have one-year to cure the Full-Time Job Equivalent default. If such default is not cured by the following year, Delta Electronics (USA) Inc. shall refund the City of Plano the appropriate amount as required by Article IV, Section 4.03 of the Agreement. I further certify that as of December 31 of the prior year, the number of Full-Time Job Equivalents was _____.

_____ c. I hereby certify that Delta Electronics (USA) Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Full-Time Job Equivalents has fallen below the number for which Delta Electronics (USA) Inc. has received a grant payment. I further certify that as of December 31 of the prior year, the number of Full-Time Job Equivalents was _____ and that the City of Plano will be refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

_____
Name: _____
Title: _____

Date:_____

DELTA ELECTRONICS (USA) Inc., a Delaware company

By: _____
Name: _____
Chief Financial Officer

NOTE: This form is due by January 31 of each year beginning on January 31, 2030, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, TX 75086-0358