

THIRD AMENDMENT TO CONTRACT

This THIRD AMENDMENT TO CONTRACT (this “Amendment”) is made and entered into as of May ____, 2024, by and between BASTROP ECONOMIC DEVELOPMENT CORPORATION (“Seller”) and ACUTRONIC REAL ESTATE INC., or assigns (“Buyer”).

RECITALS

A. Seller and Buyer entered into the Real Estate Purchase Contract (as amended, the “Contract”) dated effective January 10, 2024, providing for the purchase and sale of 13.84 acres in the Bastrop Business and Industrial Park in Bastrop County, Texas, and described in the Contract (the “Property”).

B. The Contract was amended by the First Amendment to Contract dated April 16, 2024, and the Second Amendment to Contract dated May 8, 2024, both executed by Seller and Buyer.

C. Seller and Buyer have agreed to expand and describe certain closing and post-closing conditions and agreements under the Contract, and Seller and Buyer desire to amend the Contract to confirm this agreement.

D. All capitalized terms used but not defined herein shall have the same meaning and definition as those used in the Contract.

THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties hereto, Seller and Buyer agree as follows:

1. Approval and Variance Grant to Protective Covenants. The Approval and Variance Grant to Protective Covenants document attached hereto as Exhibit F is hereby attached and incorporated to the Contract in full as Exhibit F (and the Exhibit listed in Section C of the Contract is amended to include the same). Additionally, Section B(1) of the Contract is amended and restated as follows:

1. At closing, Seller will execute and deliver the following items:

The Performance Agreement in the form attached as Exhibit “B” (as revised in accordance with the Third Amendment to Contract)

IRS Nonforeign Person Affidavit

Evidence of Seller’s authority to close this transaction

The Repurchase Option Agreement in the form attached as Exhibit “C” to the Special Warranty Deed

The Memorandum of Repurchase Option in the form attached as Exhibit “D” to the Special Warranty Deed

Special Warranty Deed, substantially in the same form as Exhibit “E”

The Approval and Variance Grant to Protective Covenants in the form

attached as Exhibit “F”

2. Performance Agreement. Before the Closing Date, and as a condition to closing, Article V of the Performance Agreement must be amended to incorporate the following amended and restated Section 3 and additional Sections 4, and 5 (Sections 1 and 2 of the same remaining unchanged):

3. BEDC acknowledges that a substantial capital investment by BEDC of up to one million dollars (\$1,000,000.00) (“BEDC Capital Investment”) for infrastructure improvements at or near the Property is necessary to deliver a ‘shovel-ready’ site to Acutronic Real Estate, to wit: storm sewer system improvements, and municipal utility improvements (gas, water, wastewater, electric, fiber, water, and wastewater taps) at locations and with capacities and specifications acceptable to Acutronic Real Estate (the “Necessary Infrastructure”). The Parties have agreed that Acutronic Real Estate, at its option, may elect to construct the Necessary Infrastructure (or portions thereof) or other infrastructure to serve the Property (such as, but not limited to, roadway extensions/improvements, fire hydrants, water detention ponds/structures) with the costs arising from any of the above to be reimbursed by BEDC up to the BEDC Capital Investment amount. In the event Acutronic Real Estate elects to construct the Necessary Infrastructure, Acutronic shall be entitled to funding on a reimbursement basis from the BEDC in an amount not to exceed one million dollars (\$1,000,000.00); said reimbursement shall be paid to Acutronic Real Estate no later than 30 days following delivery of the following from Acutronic Real Estate to the BEDC: (a) all invoices, receipts, or other documentation describing and evidencing the Necessary Infrastructure improvements constructed, as well as the costs expended for same, in a form reasonably acceptable to the BEDC; and (b) written copies of the acceptance of public infrastructure from the City of Bastrop and from any applicable regulatory entities to which the Necessary Infrastructure will be dedicated. For the avoidance of doubt, Acutronic Real Estate may choose to carry out the Necessary Infrastructure work and submit for reimbursement either for the full amount (of \$1,000,000) at one time or in partial installments over time, depending on the construction schedule that Acutronic Real Estate chooses. BEDC represents and warrants that it has committed sufficient funding for the BEDC Capital Investment and will make or, at Acutronic Real Estate’s option, reimburse Acutronic Real Estate for making the Necessary Improvements at or near the Property, and will grant such offsite easement(s) reasonably requested by Acutronic Real Estate for such purpose. Each Party agrees to provide the other Party with a written summary of the proposed Necessary Infrastructure improvements at or near the Property to be made by such Party in advance of commencing such improvements and further agrees to keep such other Party regularly informed as to the status of completion of the Necessary Infrastructure improvements contemplated herein. Notwithstanding anything herein to the contrary, Acutronic Real Estate and Acutronic Operating Company reserve the right to terminate this Agreement in the event BEDC fails to complete (or to reimburse Acutronic Real Estate for its costs in constructing) the Necessary Infrastructure improvements on or before December 31, 2025; in which case the BEDC may exercise the Exclusive Repurchase Option Agreement pertaining to the Property, attached hereto as Exhibit “C”, provided that it reimburses Acutronic Real Estate for its costs incurred hereunder.

4. In order to effect the completion of the Necessary Infrastructure on or before December 31, 2025, BEDC will take all necessary administrative actions in order to facilitate the permitting, approval of, and construction of the Necessary Infrastructure or other infrastructure to serve the Property at locations and with capacities and specifications acceptable to Acutronic Real Estate and will provide such offsite easement(s) reasonably requested by Acutronic Real Estate or the applicable utility, to allow for the same.

5. Following discussions with the electric utility provider (Bluebonnet), BEDC acknowledges that Acutronic Real Estate shall only be responsible for its twenty-five percent (25%) pro-rata share of the costs to extend or upgrade, as may be necessary, the electrical transmission and distribution lines, whereby other neighboring properties would cover their pro-rata portions of that cost. Acutronic Real Estate may, at its option, include its pro-rata portion of this cost in the \$1,000,000 BEDC Capital Investment (to be paid for by BEDC or reimbursed to Acutronic Real Estate by BEDC).

3. Ratification. Except as modified and amended by this Amendment, all of the other terms and conditions of the Contract are hereby ratified and confirmed.

4. Counterparts. This Amendment may be executed in two or more counterparts, and each counterpart shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. A scanned email version of any signature hereto shall be deemed an original for all purposes.

5. Titles of Sections. All titles or headings of sections or other divisions of this Amendment are only for the convenience of the parties hereto and shall be of no force and effect, and shall not be construed to add to, modify, clarify, or otherwise change the context of such sections of this Amendment as a whole.

[Signature Page Follows]

EXECUTED as of the date first above written.

SELLER:

BASTROP ECONOMIC DEVELOPMENT
CORPORATION

By _____

Name: _____

Title: _____

BUYER:

ACUTRONIC REAL ESTATE INC.

By _____

Name: _____

Title: _____

Exhibit F

Approval, Variance Grant, and Amendment to Protective Covenants

[Attached below]

Steven R. Martens
Jackson Walker LLP
100 Congress Ave., Suite 1100
Austin, Texas 78701

**APPROVAL AND VARIANCE GRANT
TO PROTECTIVE COVENANTS**

This Approval and Variance Grant to Protective Covenants (this “*Approval*”) is executed to be effective as of May ___, 2024 (the “*Effective Date*”) by **BASTROP ECONOMIC DEVELOPMENT CORPORATION**, a Texas economic development corporation (together with the Board of Directors thereof, “*BEDC*” or “*Declarant*”) for the benefit of **ACUTRONIC REAL ESTATE INC.**, a Delaware corporation (together with its affiliates, successors and assigns, “*Acutronic*”).

RECITALS:

A. BEDC executed and filed of record that certain Sixth Amendment to the Protective Covenants, Conditions and Restrictions (alternatively referred to as the Sixth Amended Protective Covenants) Bastrop Business and Industrial Park recorded under Document No. 201505739 of the Official Public Records of Bastrop County, Texas (as amended, the “*Protective Covenants*”) over real property located in Bastrop County described therein, including that certain tract of real property more particularly described on Exhibit “A” attached hereto (the “*Subject Tract*”).

B. BEDC reserved the right to amend the Protective Covenants and to approve plans and grant variances to certain requirements thereunder.

C. Acutronic has agreed to purchase the Subject Tract from BEDC and BEDC has agreed to sell the Subject Tract to Acutronic, subject to BEDC granting certain approvals and variances and amending certain requirements under the Protective Covenants with respect to the Subject Tract, and only the Subject Tract

D. Acutronic submitted site development plans, construction plans, and other plans and specifications setting forth building materials used, set-backs, parking, and other items evidencing the intended use of the Property (collectively, the “*Plans*”) to BEDC for the construction and development of improvements (“*Improvements*”) to be located on the Subject Tract, as identified in the land use plan and list of liquids and materials attached hereto as Exhibit “B”.

THEREFORE, BEDC hereby approves the Plans, grants certain variances, and amends certain requirements in each case under the Protective Covenants with respect to the Subject Tract (and only the Subject Tract) as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein for all purposes.

2. Approval and Variance Grant. The Plans for the Improvements and the intended use of the Subject Tract evidenced thereby have been reviewed and are hereby approved by the BEDC for all purposes. BEDC agrees that Acutronic may construct the Improvements on the Subject Tract in substantial compliance with the Plans without the requirement of any additional approvals or variance grants from BEDC. For that purpose, BEDC hereby grants: (a) all approvals of BEDC (or the Board thereof) specifically required under the Protective Covenants with respect to the Plans and the construction and operation of the Improvements; and (b) a variance in each case from any requirement, covenant, or limitation set forth in the Protective Covenants that the construction and operation of the Improvements in accordance with the Plans would otherwise conflict with or violate; specifically including, but not limited to, the following:

(a) The requirement that all “Area A” primary or accessory structures be constructed in Masonry under Section C.2(a) is varied to allow construction of the Improvements using steel, glass, metal siding and such other materials set forth in the Plans (which materials BEDC hereby approves);

(b) All construction commencement and completion date requirements and deadlines set forth in Section D are varied and waived with respect to the Subject Tract and shall not affect the Subject Tract or the construction of the Improvements;

(c) The limitations on principal buildings per lot set forth in Section E.4 and Section E.7 are varied and waived with respect to the Subject Tract. All buildings shown in or contemplated by the Plans (whether primary or accessory) shall be permitted on the Subject Tract and shall not be subject to the Side yard setback requirement set forth in Section E.3 except with respect to the property line boundaries (i.e. any Side yard setback requirement between buildings on the Subject Tract is varied and waived);

(d) The prohibition on driveways within fifty (50) feet of any street intersection set forth in Section I is varied to specifically permit the driveways, entryways, and roads at the locations set forth in the Plans notwithstanding the location of any current or future street intersections; and

(e) The use and storage on the Subject Tract of such liquids and materials to be used in Acutronic’s ordinary course of business (and in full compliance with all applicable regulations and laws) of whatever quantity, whether petrochemical compounds or flammable, or including, without limitation, those liquids and materials enumerated in the Plans, are hereby approved under Section Q,7, and no further prior approval shall be required for the same.

3. Amendment. To the extent BEDC is not authorized or empowered under the Protective Covenants to grant any of the foregoing approvals, variances or requirement waivers, BEDC hereby amends the Protective Covenants with respect to the Subject Tract (and only the Subject Tract) to authorize and empower BEDC to grant all such approvals and variances.

4. Non-Revocable. This Approval shall run with the Subject Tract and may not be revoked, amended, superseded, or replaced by BEDC (or its successors and assigns) without the written consent of Acutronic. Any instrument that would cause such revocation, amendment, superseding, or replacement shall not be effective with respect to the Subject Tract unless Acutronic has joined in and executed the same.

5. Assignment. Acutronic may assign this Approval in whole or in part.

6. No Responsibility of BEDC. BEDC bears no responsibility for ensuring: (a) the structural integrity or soundness of any Improvements; (b) the compliance with building codes or other governmental requirements; or (c) that the Improvements are fit for their intended purpose.

7. Miscellaneous. For purposes of facilitating the execution of this Approval: (a) the signature pages taken from separate individually executed counterparts of this Approval may be combined to form multiple fully executed counterparts; and (b) an electronic or other signature shall be deemed to be an original signature for all purposes. All executed counterparts of this Approval shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same approval. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Protective Covenants. All references to Sections herein refer to the Sections of the Protective Covenants unless otherwise stated.

[Signature Page Follows.]

EXECUTED as of the Effective Date first above written.

BEDC:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF BASTROP §

This instrument was acknowledged before me this ____ day of May 2024, by _____, as _____ of BASTROP ECONOMIC DEVELOPMENT CORPORATION, a Texas public corporation, on behalf of the same.

(seal)

Notary Public – State of Texas

The undersigned, hereby ratifies, approves, and agrees to the terms and provisions set forth in this Approval.

ACUTRONIC:

ACUTRONIC REAL ESTATE INC.

By _____
Florian Aigrain, President

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of May 2024, by Florian Aigrain, President of Acutronic Real Estate Inc., a Delaware corporation, on behalf of said corporation.

(seal)

Notary Public – State of Texas

EXHIBIT "A"

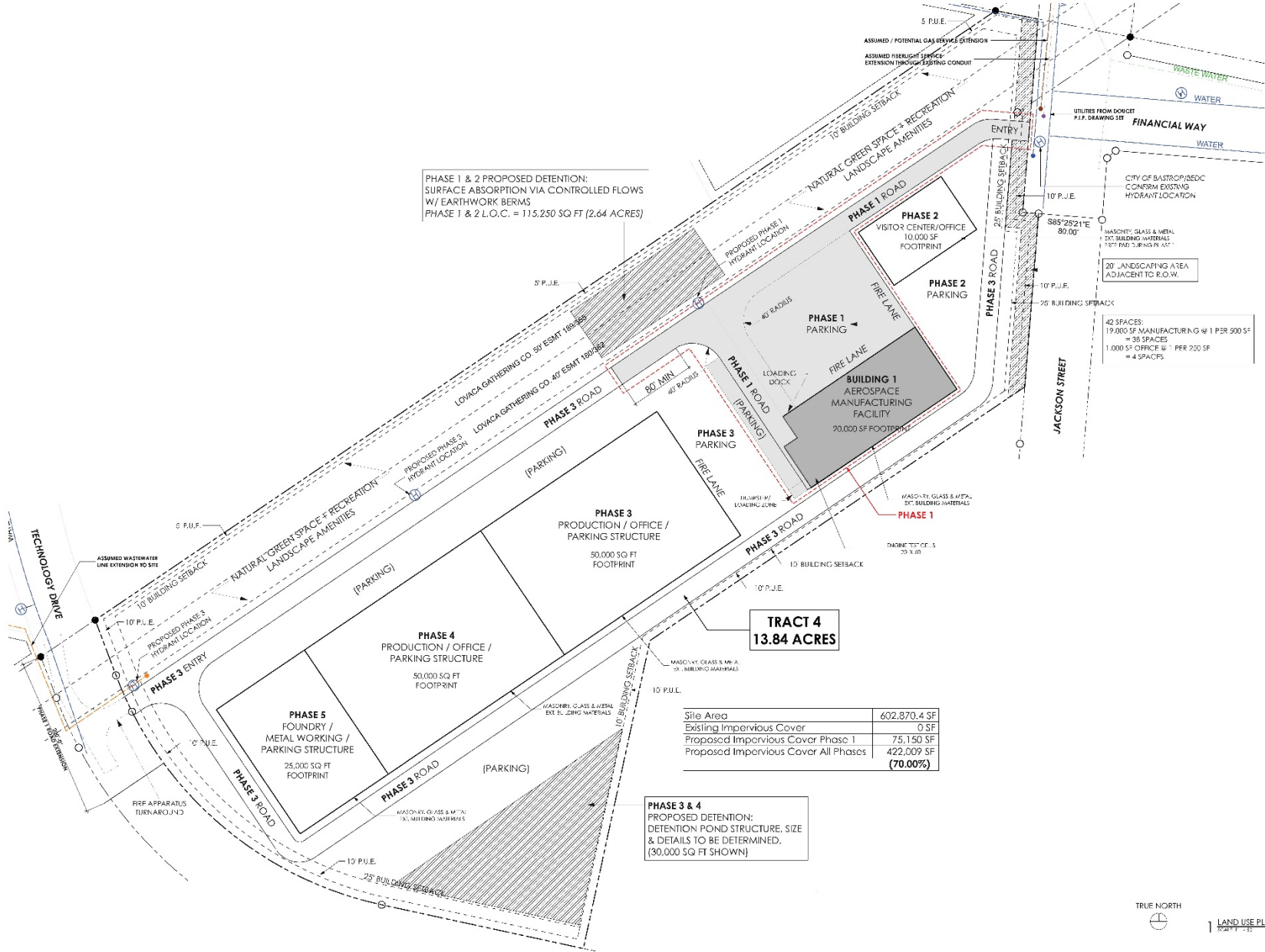
DESCRIPTION OF SUBJECT TRACT

Tract 4, REPLAT OF LOT 1 CONSERVATION AREA AND RESERVE AREA "D" BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, a subdivision in Bastrop County, Texas, according to the map or plat of record in Volume 8, Page 43A, of the Plat Records of Bastrop County, Texas.

EXHIBIT “B”

LIST OF PLANS

Attached



PHASE 1 & 2 PROPOSED DETENTION:
SURFACE ABSORPTION VIA CONTROLLED FLOWS
W/ EARTHWORK BERMS
PHASE 1 & 2 L.O.C. = 115,250 SQ FT (2.64 ACRES)

**TRACT 4
13.84 ACRES**

Site Area	602,870.4 SF
Existing Impervious Cover	0 SF
Proposed Impervious Cover Phase 1	75,150 SF
Proposed Impervious Cover All Phases	422,009 SF
	(70.00%)

PHASE 3 & 4
PROPOSED DETENTION:
DETENTION POND STRUCTURE, SIZE
& DETAILS TO BE DETERMINED.
(30,000 SQ FT SHOWN)



CALIFORNIA REGISTERED ARCHITECT
STATE OF TEXAS REGISTERED ARCHITECT



NOT FOR CONSTRUCTION

ACUTRONIC
BASTROP BUSINESS AND INDUSTRIAL PARK
BASTROP, TEXAS

DATE: 05.16.2024
PROJECT: ACUTRONIC

SCALE: AS SHOWN

SHEET TITLE: LAND USE PLAN

A0.11

DATE: MAY 15, 2024 10:55AM
BY: DICK CLARK + ASSOCIATES

Hazardous Materials

Area	Part # / Contents	Description	Container Type	Container Size	Quantity	Storage Location
APS - Electronics	Fine L Coat UR	Conformal Coating	Metal Can	12 Ounce	24	Warehouse
APS - Electronics	Methanol	Electronics cleaner (Sonic Washer)	Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Isopropyl Alcohol		Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Denatured Alcohol		Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Vigon EFM	Electronics cleaner (Can)	Metal Can	300 Milliliters	8	Warehouse
APS - Electronics	222 MS	Loctite	Plastic Container	1.69 Ounces	8	Electronics Department
APS - Electronics	Techspray 1978-1 (Silicon Free)	HS Compound 1	Plastic Container	1 Pound	2	Electronics Department
APS - Electronics	Berquist Gap Filler TGF 3600	HS Compound 2	Cartridge	50 CC	10	Refrigerator
APS - Electronics	Laird A17170-02	HS Compound 3	Cartridge	12 Ounces	4	Electronics Department
APS - Electronics	979	Flux 1	Plastic Bottle	1 Gallon	2	Electronics Department
APS - Electronics	MG Chemicals 8341	Flux 2	Syringe	.35 Ounces	8	Electronics Department
APS - Electronics	Elma A1	Electronics Cleaner	Plastic Bottle	2.5 Liters	2	Electronics Department
APS - Electronics	Dust Off Electronics Compressed Air	Canned Air	Metal Can	10 Ounces	24	Electronics Department
APS - Electronics	Deionized Water	Deionized Water	Plastic Bottle	1 Gallon	2	Electronics Department
APS - Electronics	DP-110 (translucent)	Epoxy	Cartridge	1.7 Ounces	4	Electronics Department
APS - Stators	EP11HTFS Gray 50ml	Epoxy	Cartridge (50ml)	50 Milliliters	24	Stator Department
APS - Stators	3M Scotchcast 260	Powder Coat	Metal Container	44 Lbs	2	Stator Department
APS - Stators	Eleantas Elan Guard EM59-60MR	Emulsification	Plastic Container	5 Gallon	2	Stator Department
APS - Stators	CRC SP-400	Rust Inhibitor	Metal Can	10 Ounces	24	Warehouse
APS - Rotors	EA 3985	Epoxy	Plastic Bottle	1 Liter	2	Refrigerator
APS - Rotors	Acetone	Acetone	Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Rotors	Elma A4	Cleaner (Sonic Washer Lycoming)	Plastic Bottle	2.5 Liters	2	Rotor Department
ATI - Test Cell	Jet-A	Turbine Engine Fuel	Metal Drum	55 Gallon	2	Large anti-Flammable Cabinet
ATI - Test Cell	JP-10	Turbine Engine Fuel	Metal Drum	55 Gallon	2	Large anti-Flammable Cabinet
ATI - Build	Radcolube	Lubricating Oil	Metal Can	1 Gallon	4	Large anti-Flammable Cabinet
ATI - Build	Catrol, Mobil, 888	Lubricating Oil	Plastic Container	1 Liter	10	Large anti-Flammable Cabinet
AAI - Electronics	Isopropyl Alcohol, Laboratory Grade		Plastic Container	1 Gallon	6	Small anti-Flammable Cabinet
AAI - Electronics	Isopropyl Alcohol, General Grade		Metal Drum	5 Gallon	10	Small anti-Flammable Cabinet
AAI - Electronics	Lacquer Thinner		Metal Container	1 Gallon	2	Small anti-Flammable Cabinet
AAI - Electronics	Aeroshell Grease		Metal Container	1 Gallon	2	Small anti-Flammable Cabinet
AAI - Electronics	Acetone		Metal Container	1 Quart	4	Small anti-Flammable Cabinet
AAI - Electronics	Mineral Spirits		Plastic Container	1 Quart	2	Small anti-Flammable Cabinet
AAI - Electronics	Propane	MAP Gas Canisters for Torches	Metal Canister	14.1 Ounce	6	Small anti-Flammable Cabinet

AFTER RECORDING RETURN TO:

Steven R. Martens
Jackson Walker LLP
100 Congress Ave., Suite 1100
Austin, Texas 78701

**APPROVAL AND VARIANCE GRANT
TO PROTECTIVE COVENANTS**

This Approval and Variance Grant to Protective Covenants (this “*Approval*”) is executed to be effective as of May ___, 2024 (the “*Effective Date*”) by **BASTROP ECONOMIC DEVELOPMENT CORPORATION**, a Texas economic development corporation (together with the Board of Directors thereof, “*BEDC*” or “*Declarant*”) for the benefit of **ACUTRONIC REAL ESTATE INC.**, a Delaware corporation (together with its affiliates, successors and assigns, “*Acutronic*”).

RECITALS:

A. BEDC executed and filed of record that certain Sixth Amendment to the Protective Covenants, Conditions and Restrictions (alternatively referred to as the Sixth Amended Protective Covenants) Bastrop Business and Industrial Park recorded under Document No. 201505739 of the Official Public Records of Bastrop County, Texas (as amended, the “*Protective Covenants*”) over real property located in Bastrop County described therein, including that certain tract of real property more particularly described on Exhibit “A” attached hereto (the “*Subject Tract*”).

B. BEDC reserved the right to amend the Protective Covenants and to approve plans and grant variances to certain requirements thereunder.

C. Acutronic has agreed to purchase the Subject Tract from BEDC and BEDC has agreed to sell the Subject Tract to Acutronic, subject to BEDC granting certain approvals and variances and amending certain requirements under the Protective Covenants with respect to the Subject Tract, and only the Subject Tract

D. Acutronic submitted site development plans, construction plans, and other plans and specifications setting forth building materials used, set-backs, parking, and other items evidencing the intended use of the Property (collectively, the “*Plans*”) to BEDC for the construction and development of improvements (“*Improvements*”) to be located on the Subject Tract, as identified in the land use plan and list of liquids and materials attached hereto as Exhibit “B”.

THEREFORE, BEDC hereby approves the Plans, grants certain variances, and amends certain requirements in each case under the Protective Covenants with respect to the Subject Tract (and only the Subject Tract) as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein for all purposes.

2. Approval and Variance Grant. The Plans for the Improvements and the intended use of the Subject Tract evidenced thereby have been reviewed and are hereby approved by the BEDC for all purposes. BEDC agrees that Acutronic may construct the Improvements on the Subject Tract in substantial compliance with the Plans without the requirement of any additional approvals or variance grants from BEDC. For that purpose, BEDC hereby grants: (a) all approvals of BEDC (or the Board thereof) specifically required under the Protective Covenants with respect to the Plans and the construction and operation of the Improvements; and (b) a variance in each case from any requirement, covenant, or limitation set forth in the Protective Covenants that the construction and operation of the Improvements in accordance with the Plans would otherwise conflict with or violate; specifically including, but not limited to, the following:

(a) The requirement that all “Area A” primary or accessory structures be constructed in Masonry under Section C.2(a) is varied to allow construction of the Improvements using steel, glass, metal siding and such other materials set forth in the Plans (which materials BEDC hereby approves);

(b) All construction commencement and completion date requirements and deadlines set forth in Section D are varied and waived with respect to the Subject Tract and shall not affect the Subject Tract or the construction of the Improvements;

(c) The limitations on principal buildings per lot set forth in Section E.4 and Section E.7 are varied and waived with respect to the Subject Tract. All buildings shown in or contemplated by the Plans (whether primary or accessory) shall be permitted on the Subject Tract and shall not be subject to the Side yard setback requirement set forth in Section E.3 except with respect to the property line boundaries (i.e. any Side yard setback requirement between buildings on the Subject Tract is varied and waived);

(d) The prohibition on driveways within fifty (50) feet of any street intersection set forth in Section I is varied to specifically permit the driveways, entryways, and roads at the locations set forth in the Plans notwithstanding the location of any current or future street intersections; and

(e) The use and storage on the Subject Tract of such liquids and materials to be used in Acutronic’s ordinary course of business (and in full compliance with all applicable regulations and laws) of whatever quantity, whether petrochemical compounds or flammable, or including, without limitation, those liquids and materials enumerated in the Plans, are hereby approved under Section Q,7, and no further prior approval shall be required for the same.

3. Amendment. To the extent BEDC is not authorized or empowered under the Protective Covenants to grant any of the foregoing approvals, variances or requirement waivers, BEDC hereby amends the Protective Covenants with respect to the Subject Tract (and only the Subject Tract) to authorize and empower BEDC to grant all such approvals and variances.

4. Non-Revocable. This Approval shall run with the Subject Tract and may not be revoked, amended, superseded, or replaced by BEDC (or its successors and assigns) without the written consent of Acutronic. Any instrument that would cause such revocation, amendment, superseding, or replacement shall not be effective with respect to the Subject Tract unless Acutronic has joined in and executed the same.

5. Assignment. Acutronic may assign this Approval in whole or in part.

6. No Responsibility of BEDC. BEDC bears no responsibility for ensuring: (a) the structural integrity or soundness of any Improvements; (b) the compliance with building codes or other governmental requirements; or (c) that the Improvements are fit for their intended purpose.

7. Miscellaneous. For purposes of facilitating the execution of this Approval: (a) the signature pages taken from separate individually executed counterparts of this Approval may be combined to form multiple fully executed counterparts; and (b) an electronic or other signature shall be deemed to be an original signature for all purposes. All executed counterparts of this Approval shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same approval. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Protective Covenants. All references to Sections herein refer to the Sections of the Protective Covenants unless otherwise stated.

[Signature Page Follows.]

EXECUTED as of the Effective Date first above written.

BEDC:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF BASTROP §

This instrument was acknowledged before me this ____ day of May 2024, by _____, as _____ of BASTROP ECONOMIC DEVELOPMENT CORPORATION, a Texas public corporation, on behalf of the same.

(seal)

Notary Public – State of Texas

The undersigned, hereby ratifies, approves, and agrees to the terms and provisions set forth in this Approval.

ACUTRONIC:

ACUTRONIC REAL ESTATE INC.

By _____
Florian Aigrain, President

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of May 2024, by Florian Aigrain, President of Acutronic Real Estate Inc., a Delaware corporation, on behalf of said corporation.

(seal)

Notary Public – State of Texas

EXHIBIT "A"

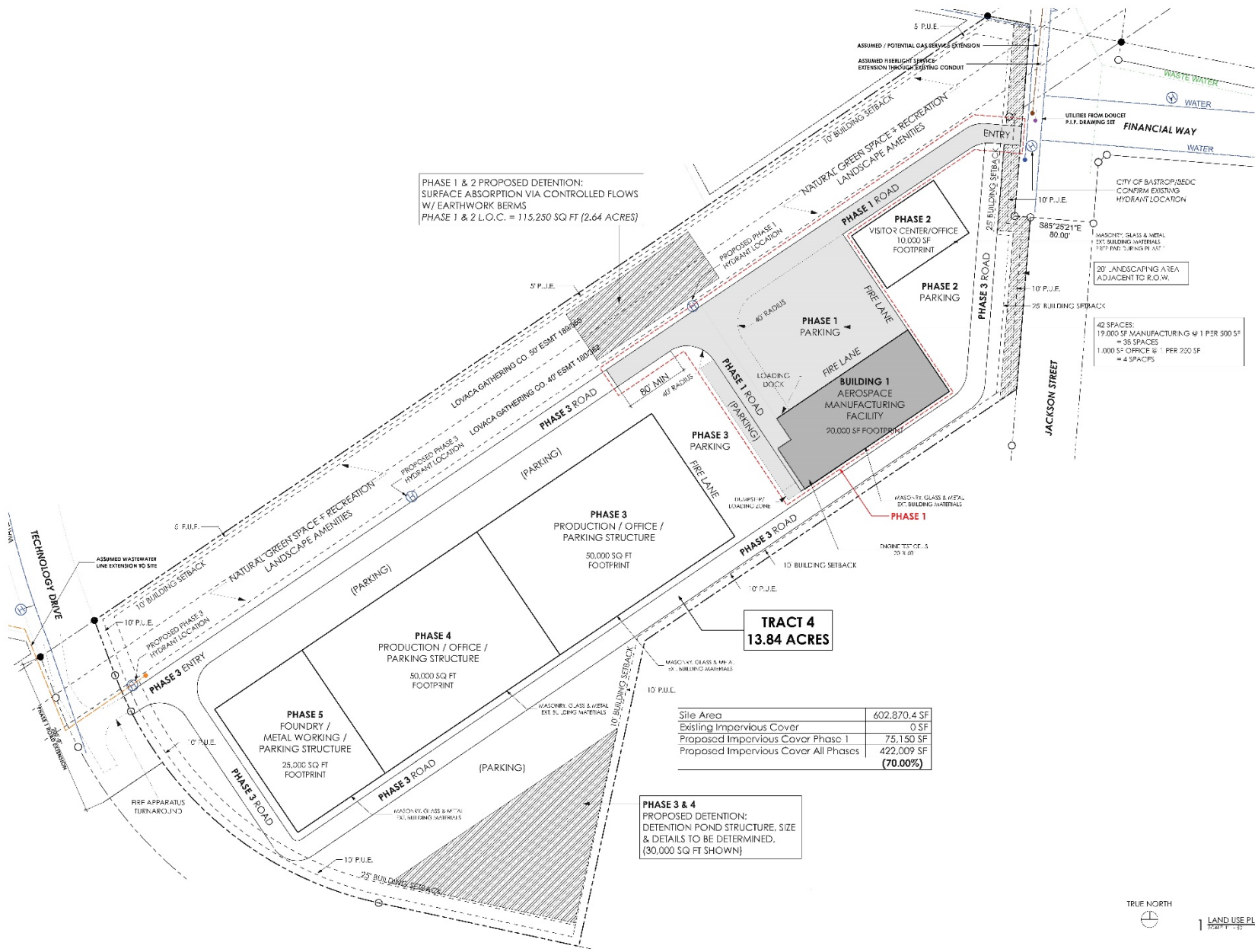
DESCRIPTION OF SUBJECT TRACT

Tract 4, REPLAT OF LOT 1 CONSERVATION AREA AND RESERVE AREA "D" BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, a subdivision in Bastrop County, Texas, according to the map or plat of record in Volume 8, Page 43A, of the Plat Records of Bastrop County, Texas.

EXHIBIT “B”

LIST OF PLANS

Attached



DICK CLARK + ASSOCIATES
 ARCHITECTURE + INTERIORS
 512.472.4420 • WWW.DICKCLARK.COM
 3118 GUSTY TREE STREET, AUSTIN, TX 78702

DATE: 05/16/2024
 FILE: 2024 05 16 LAND USE PLAN
 PROJECT: ACUTRONIC BASTROP BUSINESS AND INDUSTRIAL PARK BASTROP, TEXAS



NOT FOR CONSTRUCTION

ACUTRONIC
 BASTROP BUSINESS AND INDUSTRIAL PARK
 BASTROP, TEXAS

DATE: 05/16/2024
 PROJECT: ACUTRONIC BASTROP BUSINESS AND INDUSTRIAL PARK BASTROP, TEXAS

DATE: 05/16/2024
 PROJECT: ACUTRONIC BASTROP BUSINESS AND INDUSTRIAL PARK BASTROP, TEXAS

DATE: 05/16/2024
 PROJECT: ACUTRONIC BASTROP BUSINESS AND INDUSTRIAL PARK BASTROP, TEXAS

A0.11

DATE: 05/16/2024
 PROJECT: ACUTRONIC BASTROP BUSINESS AND INDUSTRIAL PARK BASTROP, TEXAS

Hazardous Materials

Area	Part # / Contents	Description	Container Type	Container Size	Quantity	Storage Location
APS - Electronics	Fine L Coat UR	Conformal Coating	Metal Can	12 Ounce	24	Warehouse
APS - Electronics	Methanol	Electronics cleaner (Sonic Washer)	Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Isopropyl Alcohol		Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Denatured Alcohol		Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Vigon EFM	Electronics cleaner (Can)	Metal Can	300 Milliliters	8	Warehouse
APS - Electronics	222 MS	Loctite	Plastic Container	1.69 Ounces	8	Electronics Department
APS - Electronics	Techspray 1978-1 (Silicon Free)	HS Compound 1	Plastic Container	1 Pound	2	Electronics Department
APS - Electronics	Berquist Gap Filler TGF 3600	HS Compound 2	Cartridge	50 CC	10	Refrigerator
APS - Electronics	Laird A17170-02	HS Compound 3	Cartridge	12 Ounces	4	Electronics Department
APS - Electronics	979	Flux 1	Plastic Bottle	1 Gallon	2	Electronics Department
APS - Electronics	MG Chemicals 8341	Flux 2	Syringe	.35 Ounces	8	Electronics Department
APS - Electronics	Elma A1	Electronics Cleaner	Plastic Bottle	2.5 Liters	2	Electronics Department
APS - Electronics	Dust Off Electronics Compressed Air	Canned Air	Metal Can	10 Ounces	24	Electronics Department
APS - Electronics	Deionized Water	Deionized Water	Plastic Bottle	1 Gallon	2	Electronics Department
APS - Electronics	DP-110 (translucent)	Epoxy	Cartridge	1.7 Ounces	4	Electronics Department
APS - Stators	EP11 HTFS Gray 50ml	Epoxy	Cartridge (50ml)	50 Milliliters	24	Stator Department
APS - Stators	3M Scotchcast 260	Powder Coat	Metal Container	44 Lbs	2	Stator Department
APS - Stators	Eleantas Elan Guard EM59-60MR	Emulsification	Plastic Container	5 Gallon	2	Stator Department
APS - Stators	CRC SP-400	Rust Inhibitor	Metal Can	10 Ounces	24	Warehouse
APS - Rotors	EA 3985	Epoxy	Plastic Bottle	1 Liter	2	Refrigerator
APS - Rotors	Acetone	Acetone	Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Rotors	Elma A4	Cleaner (Sonic Washer Lycoming)	Plastic Bottle	2.5 Liters	2	Rotor Department
ATI - Test Cell	Jet-A	Turbine Engine Fuel	Metal Drum	55 Gallon	2	Large anti-Flammable Cabinet
ATI - Test Cell	JP-10	Turbine Engine Fuel	Metal Drum	55 Gallon	2	Large anti-Flammable Cabinet
ATI - Build	Radcolube	Lubricating Oil	Metal Can	1 Gallon	4	Large anti-Flammable Cabinet
ATI - Build	Catrol, Mobil, 888	Lubricating Oil	Plastic Container	1 Liter	10	Large anti-Flammable Cabinet
AAI - Electronics	Isopropyl Alcohol, Laboratory Grade		Plastic Container	1 Gallon	6	Small anti-Flammable Cabinet
AAI - Electronics	Isopropyl Alcohol, General Grade		Metal Drum	5 Gallon	10	Small anti-Flammable Cabinet
AAI - Electronics	Lacquer Thinner		Metal Container	1 Gallon	2	Small anti-Flammable Cabinet
AAI - Electronics	Aeroshell Grease		Metal Container	1 Gallon	2	Small anti-Flammable Cabinet
AAI - Electronics	Acetone		Metal Container	1 Quart	4	Small anti-Flammable Cabinet
AAI - Electronics	Mineral Spirits		Plastic Container	1 Quart	2	Small anti-Flammable Cabinet
AAI - Electronics	Propane	MAP Gas Canisters for Torches	Metal Canister	14.1 Ounce	6	Small anti-Flammable Cabinet