

STATE OF TEXAS
COUNTY OF BEXAR

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CITY OF SAN ANTONIO
TAX ABATEMENT AGREEMENT
FOR REAL AND PERSONAL PROPERTY

SECTION 1. PARTIES

THIS AGREEMENT (the "Agreement") is entered into on this ____ day of _____ 2024 (the "Effective Date"), by and between the City of San Antonio, a municipal corporation (hereinafter referred to as the "City"), acting by and through its City Manager under the authority of its City Council, and TOYOTA MOTOR MANUFACTURING, TEXAS, INC. (hereinafter referred to as "Manufacturer"), holding a fee interest in the real property described herein and as owner of personal property to be located on said real property that is the subject of this Agreement.

SECTION 2. AUTHORIZATION AND FINDINGS

A. This Agreement is entered into pursuant to the following authorities:

1. The Texas Property Redevelopment and Tax Abatement Act of 1987, V.A.T.S. Tax Code, Chapter 312, as amended;
2. CITY COUNCIL RESOLUTION No. 89-07-12, dated the 15th day of February 1989, and most recently revised and amended by Ordinance No. 2022-12-01-0897 on December 1, 2022, together which established the City of San Antonio Guidelines and Criteria for Tax Abatement and Reinvestment Zones, (hereinafter referred to as the "Guidelines and Criteria");
3. This Property is located within an existing Texas Enterprise Zone area, designated as the SAN ANTONIO REINVESTMENT ZONE, TOYOTA MOTOR MANUFACTURING TEXAS, INC. ZONE, and in accordance with Section 321.2011 of the Texas Tax Code, designation of an area as a Texas Enterprise Zone constitutes designation of the area as a Reinvestment Zone (the "Reinvestment Zone") for tax abatement purposes without further hearing or procedural requirement; and
4. CITY COUNCIL ORDINANCE NO. 2024-__-__, dated _____, 2024, which specifically approved this Agreement and authorized execution hereof.

B. The City Council, by its approval of this Agreement, hereby finds that the terms of this Agreement substantially abide by the Guidelines and Criteria and any exceptions have been approved and incorporated into this Agreement.

C. City Council finds that approving this Agreement will not have any substantial long-term adverse effect on the provision of City services or the City's tax base and the planned use of the Property (defined below) inside the qualifying Reinvestment Zone by Manufacturer will not constitute a hazard to public safety, health or morals.

SECTION 3. PROPERTY

- A. Manufacturer is the owner of the real property located at 1 LONE STAR PASS, SAN ANTONIO, TEXAS 78264 (the "Overall Property"). A portion of the Overall Property, being legally described in Exhibit A (the "Property" and/or "Project Site"), attached hereto and incorporated herein, is the subject of this Agreement. The Property is located within a qualifying Reinvestment Zone for the purposes of the Texas Property Redevelopment and Tax Abatement Act of 1987, V.A.T.S. Tax Code, Chapter 312.
- B. Manufacturer and certain Related Organizations (as defined Section 5(L) of this Agreement) are mass producers of automobiles and other personal and commercial mobility products, and Manufacturer currently manufactures, assembles, produces and distributes automobiles from the Overall Property for retail sale (the "Business Activities"). Manufacturer will conduct its Business Activities or the normal business activities of a Related Organization on the Property for the Term of this Agreement.
- C. Manufacturer will make a substantial new financial investment into the Property of a cumulative total of at least **FIVE HUNDRED THIRTY-ONE MILLION SEVEN HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$531,720,000.00)**, by December 31, 2028. This investment is for the purpose of establishing a new standalone building and potential expansion of the existing manufacturing facility within the city limits of the City of San Antonio. Of the **FIVE HUNDRED THIRTY-ONE MILLION SEVEN HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$531,720,000.00)**, **TWO HUNDRED FIFTY-FIVE MILLION DOLLARS AND NO CENTS (\$255,000,000.00)** will be spent on real property improvements (the "Real Property Improvements") and **TWO HUNDRED SEVENTY-SIX MILLION SEVEN HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$276,720,000.00)** will be spent on personal property improvements (the "Personal Property Improvements") to be located on the Property and used for Manufacturer's Business Activities. The Personal Property Improvements shall not be placed on the Property sooner than the Effective Date of this Agreement. The Property, Real Property Improvements, the Personal Property Improvements and Manufacturer's conducting the Business Activities cumulatively referred to herein as the "Project".
- D. Manufacturer shall establish a separate tax account with the Bexar Appraisal District for the Personal Property Improvements and a separate tax account with the Bexar Appraisal District for the Real Property Improvements as contained herein. Manufacturer shall provide these tax account numbers to the City. The information from such accounts shall be used to determine the value of Manufacturer's investment in the Property and compliance with that portion of this Agreement. Manufacturer is responsible for filing all necessary documents required by the Bexar Appraisal District or state statute to receive the abatement authorized under this Agreement.

SECTION 4. MANUFACTURER'S REPRESENTATIONS

- A. Manufacturer represents that it has no knowledge that any interest in the Property is presently owned, held or leased by a member of the San Antonio City Council, Zoning Commission, Planning Commission, the City's Economic Development Department, or any other City officer or employee. Manufacturer further represents that it shall not knowingly sell, lease, or otherwise convey an interest in the Property to a member of the San Antonio City Council, the Zoning Commission, the Planning Commission, the City's Economic Development Department or any other City officer or employee, as long as this Agreement remains in effect.

- B. Manufacturer represents that it is obligated to fully comply with the Occupational Safety and Health Act ("OSHA") throughout the term of this Agreement with respect to the Project and that upon notification that it is non-compliant, Manufacturer shall take all necessary steps to rectify any violations.

SECTION 5. MANUFACTURER'S OBLIGATIONS

In order for Manufacturer to take advantage of the tax abatement offered by City as described in this Agreement, Manufacturer will be required to fulfill all of the obligations set forth within this Section 5.

- A. In addition to all other obligations and/or duties imposed on Manufacturer by any other incentive agreements it has entered into with the State of Texas, Bexar County and City of San Antonio, including: (i) the Project Starbright Agreement which was filed with the Texas Office of the Secretary of State on September 11, 2003 (as previously modified and amended, the "Project Starbright Agreement"), (ii) the Tax Abatement Agreement for Personal Property executed by the Parties in 2010 (the "Tacoma Abatement Agreement"), (iii) the Tax Abatement Agreement for Real and Personal Property executed by the Parties on October 21, 2019 (the "Project Topper Abatement Agreement"), and (iv) the Economic Development Grant Agreement executed by the Parties on October 21, 2019 (the "Project Topper Grant Agreement"), in order to receive the tax abatement provided for under the terms of this Agreement, Manufacturer shall :
1. Own, hold an interest in, or otherwise control the Property, Real Property Improvements and the Personal Property Improvements that are the subject of this Agreement; and
 2. Invest, or cause to be invested, at least TWO HUNDRED FIFTY-FIVE MILLION DOLLARS AND NO CENTS (\$255,000,000.00) in Real Property Improvements on or prior to December 31, 2028; and
 3. Invest, or cause to be invested, at least TWO HUNDRED SEVENTY-SIX MILLION SEVEN HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$276,720,000.00) in Personal Property Improvements on or prior to December 31, 2028; and
 4. Maintain the number of employees employed in Full-Time Jobs (as defined in this Agreement, Section 5(A)6) required under the Project Starbright Agreement, the Tacoma Abatement Agreement, the Project Topper Abatement Agreement, and the Project Topper Grant Agreement in accordance with the terms and conditions of such agreements; provided, however, (i) that nothing contained herein shall be construed to modify the time period for which Manufacturer is required to retain all Full-Time Jobs pursuant to the Project Starbright Agreement, the Tacoma Abatement Agreement, the Project Topper Abatement Agreement, or the Project Topper Grant Agreement, and (ii) City acknowledges that Manufacturer has fully satisfied the job creation and job retention obligations under the Project Starbright Agreement; and
 5. Subject to Force Majeure (as defined herein) and as otherwise permitted by this Agreement, occupy and use the Property for the Business Activities on or before January 1, 2029 and for the Term of this Agreement; and

6. Together with the Related Organizations, create not less than FOUR HUNDRED ELEVEN (411) New Full-time Jobs (as defined below) prior to December 31, 2028, and once having created the aforementioned New Full-Time Jobs, Manufacturer shall maintain such New Full-Time Jobs until the expiration of the Term.

A New Full-Time Employee is defined as a person who is hired, or relocated, by Manufacturer or Related Organizations on a permanent basis after execution of this Agreement in a “New Full-Time Job” associated with the Project and located on the Property.

A New Full-Time Job is a non-temporary, full-time employment position created after the execution of this Agreement by (i) Manufacturer, or (ii) a Related Organization, to the extent that such employment position is for the primary benefit of Manufacturer’s Business Activities, in each case involving the equivalent of two thousand eighty (2,080) straight-time paid hours in a fiscal year, excluding shift differentials and overtime. These jobs must be created primarily to support the Project and be located on the Overall Property; provided, however the term “located on the Overall Property” shall not be construed to require any individual to be physically present on the Overall Property every business day so long as such individual (i) resides in Bexar County or a contiguous county, or (ii) for not more than five-percent (5%) of the 411 required Full Time Jobs, is required in the ordinary course of business to be physically present on the Overall Property at least two (2) times per week. Full time Jobs required to be created and maintained under Project Starbright Agreement, the Tacoma Abatement Agreement, the Project Topper Abatement Agreement, and the Project Topper Grant Agreement shall not count towards the Full time Job requirements of this Agreement.

7. RESERVED.

- B. As part of the consideration for the tax abatement provided for in this Agreement, Manufacturer covenants and agrees that it shall pay one hundred percent (100%) of its Full-Time Employees located at the Project Site the prevailing “80% of median” wage of at least twenty dollars and fifty-four cents (\$20.54) per hour, at time of hire, excluding benefits, bonuses, commissions, and shift differentials.

Manufacturer covenants and agrees that it shall offer all of its non-temporary full-time employees and their eligible dependents workers’ compensation coverage, as well as a healthcare benefits package. The parties acknowledge and agree that the benefits package may change from time to time in accordance with the applicable benefits market and any applicable changes in law. A current copy of Manufacturer’s benefits package shall be maintained on-site and shall be made available to the City’s Director of Economic Development Department or designee for review during each semi-annual certification period.

C. RESERVED.

- D. Annual Wrap-Around Support. Manufacturer covenants and agrees that during the Abatement Term it shall, in addition to the obligations set out in this Agreement, annually for the Term of this Agreement, expend an equivalent of ten percent (10%) of the yearly abated value (“Dedicated Funds”) on training, transit, or childcare for Manufacturer employees located at the Project Site. The following items are considered eligible uses of Dedicated Funds:

1. Training: Key elements to developing a strong workforce and meeting employment needs are training and retaining talent. To this end, employers can participate in or support the following:
 - i. TXFAME/TX FAST,
 - ii. DOD SkillBridge Program,
 - iii. Justice-Involved Employee Support,
 - iv. Internal, customized training resulting in industry-recognized credentials,
 - v. Internet and IT equipment training, or
 - vi. Career coaching for transitioning employees.
2. Childcare Needs: Childcare presents a dual-generation workforce opportunity where the youngest community members receive quality, reliable, early childhood education while allowing parents to establish stable careers. Such efforts can be supported by:
 - i. Providing onsite quality childcare,
 - ii. Providing childcare vouchers, subsidies, or reimbursements for Quality Childcare facilities (TRS or other nationally accredited center),
 - iii. Purchasing slots at a quality childcare facility, or
 - iv. Partnering with Workforce Solutions Alamo for expertise in childcare support mechanisms.
3. Transportation Needs: Affordable, reliable, and safe modes of transportation improve San Antonio's Workforce's access to employment, education, training, and other services. To support these efforts an employer can:
 - i. Provide or subsidize, VIA passes, or
 - ii. Incentivize alternative modes of transportation (i.e., walking, bikes, scooters, carpools, vanpools).

At least sixty (60) days prior to the first (1st) year of the Abatement Term, Manufacturer shall submit a plan to include programs and execution timeline for use of the Dedicated Funds on wrap-around services so that the City may confirm, in its reasonable discretion, that Manufacturer intends to direct the Dedicated Funds for use in the programs set forth above or any other program deemed acceptable to the City. The City shall, within thirty (30) days after receipt of Manufacturer's plan, approve such plan or, in the alternative, identify in sufficient detail which components of the plan do not comply with the requirements of this Section 5(D). For the avoidance of doubt, the City shall not have the right to direct Manufacturer's expenditure of the Dedicated Funds in any particular program, said discretion being reserved exclusively for Manufacturer. Manufacturer shall be entitled to amend or supplement its plan for Wrap-Around Services, which amendment or supplement shall be subject to the City's review and approval as provided in the second sentence of this paragraph. Wraparound services will be part of the Incentive Reporting Form, see Exhibit B attached hereto and incorporated herein, and semi-annual compliance reports.

E. RESERVED.

F. Manufacturer will be required to submit semiannual reports on the form set forth in Exhibit D (attached hereto and incorporated herein). With respect to contract employees and employees hired by contractors and subcontractors for construction of the Project facilities, Manufacturer shall be

entitled to rely (without duty of inquiry) on reports and documentation provided by contractors and subcontractors in the preparation of any compliance reporting under this Agreement, so long as Manufacturer provides written notification to each prime contractor that such reports and documentation will be relied upon by Manufacturer in connection with its reporting obligations under this Section 5(F).

- G. Manufacturer agrees to engage in substantive interviewing and selected industry events participation with the City's workforce development programs (described below) during the Term of this Agreement; provided, however, that in no event shall Manufacturer's failure to participate in industry events or other activities constitute a default hereunder or otherwise result in a reduction or loss of Abatement. Specifically, Manufacturer:
 - 1. Pledges to participate in the City's SA: Ready to Work workforce development program (<https://forms.office.com/pages/responsepage.aspx?id=TyGwGkqsB0Snxi7x63baxXfH3FMht7ZBhdiSZxmllEdUMzBDSINRR05ISE0zNIVFV1BINTVRRDhUUCQIQCN0PWcu>)
 - 2. Agrees to implement a City-approved workforce development program, in which:
 - i. Manufacturer will be a participant and champion of the City's SA: Ready to Work program.
 - ii. Manufacturer develops an apprenticeship or internship program in coordination with the City's Workforce Development Office.
 - iii. Manufacturer commits to interview Ready to Work participants.
- H. Manufacturer covenants and agrees that it shall comply with all applicable federal and state laws governing the employment relationship between employers and employees.
- I. Manufacturer covenants and agrees that it shall conduct its Business Activities (as defined in Section 3(B)) at the Property in accordance with all applicable federal, state and local laws.
- J. Any construction Manufacturer performs or causes to be performed at the Property shall be in accordance with all applicable federal, state, and local laws including, but not limited to, Texas Commission on Environmental Quality regulations, Bexar County and City of San Antonio laws, Building Codes and ordinances, Historic Preservation and Urban Design ordinances, flood, subdivision, building, electrical, plumbing, fire and life safety codes and regulations, current and as amended.
- K. Except as provided herein, Manufacturer covenants and agrees that it shall use the Property only to conduct its Business Activities, including purposes that are designed primarily for the use and benefit of Manufacturer's employees (e.g., on-site childcare or healthcare facilities) or the general public (e.g., the visitor's center); provided, however, City acknowledges that the presence of, or occupancy of, certain areas of the Property, by suppliers and other vendors on the Property, shall not constitute a breach of Manufacturer's obligations or otherwise affect Manufacturer's rights hereunder.
- L. Without additional consent or approval by the City Council, a parent, subsidiary or affiliate organization of Manufacturer or new entity created as a result of a merger, acquisition, or other corporate restructure or reorganization of Manufacturer, or any component thereof (hereinafter, a "Related Organization") may occupy and use the Property for such Related Organization's normal business activities, so long as such business activities are those of a manufacturer, producer or

distributor of automobiles or other personal or commercial mobility products, or parts, similar or complementary in nature to the Business Activities of Manufacturer at the Property. To be eligible for the tax abatements as provided in this Agreement, such Related Organization must agree in writing to fully comply with all applicable terms of this Agreement. Except as authorized above, Manufacturer covenants and agrees not to change the principal use of the Property without prior approval by the City Council, as evidenced in a duly approved ordinance.

- M. Manufacturer covenants and agrees that it shall maintain the Property and any constructed improvements in good repair and condition during the Term of this Agreement, normal wear and tear and damage by fire or other casualty not caused as a result of the negligence, intentional act or misconduct of Manufacturer excepted. Provided that the Property and Facilities comply with the requirements of applicable law, compliance with the maintenance obligations imposed herein shall be presumed if Manufacturer follows its normal and customary maintenance procedures and schedules.
- N. Manufacturer covenants and agrees that, upon five (5) business days prior notice received by it from the City, Manufacturer shall allow designated representatives of the City access to the Property during normal business hours for inspection to determine if the terms and conditions of this Agreement are being met, subject to reasonable safety and security protocols implemented by Manufacturer. This inspection is independent of City's police powers to inspect for purposes of assuring compliance with applicable City Codes and Ordinances. The City's access to Manufacturer's books and records will be limited to information needed to verify that Manufacturer is and has been conducting Business Activities, and to verify the number of Full-Time Jobs at the Facility; provided, however, that any information that is not required by law to be made public shall be kept confidential by City and the City shall not have the ability to obtain copies of Manufacturer's records or remove any information or documents from Manufacturer's files. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Manufacturer to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Manufacturer. City representatives may be accompanied by Manufacturer representatives, and such inspections shall be conducted in such a manner as to (a) not unreasonably interfere with the operation of the Property or the Business Activities; and (b) comply with Manufacturer's reasonable safety and security requirements.
- O. During the Term of this Agreement, Manufacturer covenants and agrees to furnish each year, as applicable, the Chief Appraiser of Bexar Appraisal District with information outlined in Chapter 22, V.A.T.S. Tax Code, as amended, as may be necessary for the tax abatement and for appraisal purposes.
- P. Manufacturer covenants and agrees that it shall provide the City's Director of Economic Development Department with a semi-annual certification from an officer of Manufacturer (a "Incentive Reporting Form") on or before January 31st and July 31st of each year during the Term of this Agreement, attesting to, as of the preceding December 31st and June 30th respectively (each a "Reporting Period"): (i) the amount invested as of such date by Manufacturer and/or a Related Organization in Real Property Improvements and Personal Property Improvements; (ii) the number of New Full-Time Jobs created and maintained as of such date by Manufacturer, a Related Organization, and any, and the hire and termination dates for the New Full-Time Jobs, and (iii) the compliance with the requirements of this Agreement with respect to the wages and healthcare benefits offered to all New

Full-Time Jobs and their respective eligible dependents. Manufacturer shall also submit this information to the City upon request, as deemed necessary at the sole discretion of the City, during the Term of this Agreement; provided, that, any such request shall not exceed three (3) requests per calendar year (inclusive of the required semi-annual Incentive Reporting Forms). The Incentive Reporting Forms provided shall be on the form set forth in, or substantially similar to the form set forth in, Exhibit B (attached hereto and incorporated herein), as amended.

- Q. Manufacturer covenants and agrees to notify City in writing at least 30 days prior to any sale, transfer, lease or sub-lease of the Property during the Term; provided, however, that Manufacturer shall not be required to provide such notice with respect to leases, sub-leases, or similar licenses or occupancy agreements to the extent such transactions do not result in a Relocation (as defined in Section 8(A)). City shall not unreasonably withhold approval of any requests for assignment of this Agreement by Manufacturer under Section 13 and any new transferee requesting assignment shall be bound by same. Failure to provide the required notification under this Section may render Manufacturer subject to the termination and recapture provisions under Section 8 without benefit of the Cure Period (as defined in Section 8).
- R. Manufacturer covenants and agrees to notify City in writing at least 30 days prior to Relocating or ceasing its Business Activities (as defined and referenced in Sections 8(A), 8(B) and 8(C)). Failure to provide the required notification under this Section 5(R) may render Manufacturer subject to the termination and recapture provisions under Section 8 without benefit of the Cure Period (as defined in Section (8)).
- S. Subject to Force Majeure, if, during Term of this Agreement, Manufacturer fails for three (3) or more consecutive reporting periods, to (i) maintain, or fails to cause a Related Organization to maintain, in the aggregate, the minimum number of Full-Time Jobs and satisfy the wage and health benefits required pursuant to the Project Starbright Agreement, the Tacoma Abatement Agreement, the Project Topper Abatement Agreement, and the Project Topper Grant Agreement, or the minimum wages as required under Section 5(B) and provide health benefits as required under Section 5(B) of this Agreement, or (ii) provide the Dedicated Funds required under Section 5(D), then the termination and recapture provisions of Section 8 of this Agreement shall apply against Manufacturer. Nothing contained in this Section 5(S), however, shall be construed to require Manufacturer to comply with the terms and conditions of the Project Starbright Agreement or the Tacoma Abatement Agreement beyond the time periods required in such agreements, respectively.
- T. If, during the Term of this Agreement, Manufacturer allows its ad valorem taxes due on either 1) the land or the Property, or 2) the personal property, inventory, and supplies owned by Manufacturer and located at the Property, to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, then such failure may render Manufacturer subject to the termination and recapture provisions under Section 8 if not cured within thirty (30) days following receipt of notice of such delinquency from the Bexar County Tax Assessor.
- U. Manufacturer acknowledges City is a public entity subject to the Texas Public Information Act (the "Act"). City shall inform Manufacturer of any request for public records related to this Agreement and shall preserve all rights of Manufacturer to request a ruling on the applicability of the Act to information requested under the Act related to this Agreement.

SECTION 6. TERM

- A. Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue in full force and effect, until the expiration of the Abatement Term, as defined in Section 7(B) (the “Term”).

SECTION 7. TAX ABATEMENT

- A. So long as Manufacturer performs all obligations in accordance with the terms set forth in Section 5 above, the City shall provide Manufacturer a maximum allowable tax abatement of SIXTY-FIVE PERCENT (65%) of the City’s portion of ad valorem taxes for the Real Property Improvements and the Personal Property Improvements at the Property during the Abatement Term (as defined in Section 7(B)).
- B. TERM. The term of the tax abatement period shall be ten (10) years commencing on the January 1st of the year following the year in which Manufacturer satisfies: (i) the capital investment requirements under Sections 5(A)(2)-(3), and (ii) the job creation requirements under Section 5(A)(6) (the “Abatement Term”), but in no case shall Manufacturer meet such requirements later than December 31, 2028. The value of the Real Property Improvements and Personal Property Improvements existing and located upon the Property prior to the Effective Date of this Agreement shall be January 1, 2024 (the “Base Year”). The “Base Year Value” of the Property, real property and personal property not covered by this Agreement shall be its assessed value (determined by the Bexar Appraisal District), as of the Base Year. This Agreement only provides for the abatement of taxes on the value above the Base Year Value on any real property improvements constructed or installed after the Effective Date of this Agreement and tangible personal property brought onto the site after execution of this Agreement.
- C. At the commencement of the Abatement Term, Manufacturer shall lease, own, have an interest in, or otherwise control the Property and shall be conducting its Business Activities on a daily basis and continuously throughout the Term of this Agreement.
- D. Provided that Manufacturer has invested or caused to be invested the minimum amounts in Real Property Improvements and Personal Property Improvements (as described in Section 5(A)) of this Agreement by December 31, 2028, has hired and retained the number of employees specified in Section 5(A), pays at least the minimum wages required under Section 5(B), offers all full-time employees an opportunity to participate in a healthcare benefits package (as described in Section 5(B)), uses the Property for its Business Activities, and is otherwise in compliance with the conditions of this Agreement, then SIXTY-FIVE PERCENT (65%) of the City’s portion of ad valorem taxes for the Real Property Improvements and Personal Property Improvements above the Base Year Value, shall be abated for the Abatement Term of this Agreement. There shall be no abatement of taxes for the underlying land value or any real property improvements existing at the date of this Agreement, except as provided in the Tacoma Abatement Agreement and the Project Topper Abatement Agreement.

- E. Manufacturer acknowledges and agrees that the Base Year Value of the Real Property Improvements and Personal Property Improvements and the tax levy based on said Base Year Value of the Real Property Improvements and Personal Property Improvements in the Reinvestment Zone shall not decrease, but taxes may increase and that the amount of property taxes paid by Manufacturer to the City attributable to the Property during the Abatement Term shall not be less than the amount of taxes attributable to the Property paid to the City for the Base Year tax year, if any, except in the event of casualty or condemnation of the Real Property Improvements and Personal Property Improvements in the Reinvestment Zone. Notwithstanding the foregoing, the City acknowledges that the amount of property taxes paid by Manufacturer with respect to personal property may be subject to reduction as a result of depreciation of such personal property in accordance with schedules and methods approved by the Bexar Appraisal District in connection with annual property tax renditions under the Project Starbright Agreement, the Tacoma Abatement Agreement, the Project Topper Abatement Agreement, and the Project Topper Grant Agreement.
- F. Manufacturer shall have the right to protest appraisals of the Property, real or personal, or any portion thereof, over and above the Base Year Value as applicable. Manufacturer shall provide City written notice of such protest and of the final amount assessed by the Bexar Appraisal District.

SECTION 8. DEFAULT/TERMINATION/RECAPTURE

- A. For purposes of this section, “Relocation” or “Relocate” shall mean Manufacturer, or a Related Organization which has taken the place of Manufacturer, transferring substantially all Business Activities to a location outside the Reinvestment Zone. Notwithstanding the foregoing, a Relocation of a portion or component of Manufacturer’s Business Activities shall not be deemed to have occurred provided that Manufacturer is otherwise performing its obligations under this Agreement.
- B. Should Manufacturer occupy and use the Property for its Business Activities and subsequently Relocate (as defined in Section 8(A)) during the Term, unless such Relocation is caused by a Force Majeure (as defined in Section 10), then City shall have the right to terminate this Agreement. Said termination shall be effective for the calendar year during which the Relocation occurred. Unless Manufacturer presents credible evidence to clearly indicate a date of Relocation, City’s determination shall be final and conclusive.

Upon termination, any and all taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured by City from Manufacturer and City shall be entitled to the payment of such recaptured taxes from Manufacturer within sixty (60) calendar days from the date it notifies Manufacturer in writing of termination of this Agreement.

- C. If, during the Term of this Agreement, Manufacturer occupies and uses the Property for its Business Activities and subsequently ceases (i) conducting all Business Activities at the Property for a continuous period of six (6) months during the Term of this Agreement for any reason, except if such cessation is caused by Force Majeure as defined in Section 10, or (ii) conducting a substantial portion of such Business Activities resulting from an intentional diversion of production by Manufacturer to another location which both (x) is not accompanied by a contemporaneous redirection of production to the Property from another location; and (y) results in Manufacturer producing in such calendar year less than fifty percent (50%) of the average number of vehicles produced at the Overall Property

over the prior 2-year period of the Abatement Term (provided that if any decrease in production occurs during an economic recession as determined by the National Bureau of Economic Research, then Manufacturer shall not be deemed to have ceased conducting a substantial portion of Business Activities at the Property notwithstanding the number of vehicles produced by Manufacturer at the Property in any calendar year), then the City shall have the right to terminate this Agreement. Notwithstanding the foregoing, no such cessation or termination shall constitute a default under, or have any impact to, the Project Starbright Agreement, the Tacoma Abatement Agreement, the Project Topper Abatement Agreement, or the Project Topper Grant Agreement, unless such default is a separate default of those respective agreements. Said terminations shall be effective for the calendar year during which the Property was no longer used for the required purposes stated herein. Unless Manufacturer presents credible evidence to clearly indicate a date of cessation, City's determination of a date of cessation shall be final and conclusive. Notwithstanding the foregoing, but provided that Manufacturer continues to satisfy the wage and benefit levels required under this Agreement, then Manufacturer shall be deemed not to have ceased its Business Activities.

Upon termination, any and all taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured by City from Manufacturer and City shall be entitled to the payment of such recaptured taxes from Manufacturer within sixty (60) calendar days from the date it notifies Manufacturer in writing of termination of this Agreement.

- D. If Manufacturer fails to maintain the minimum number of permanent Full-Time Jobs as required in Section 5(A) at the Project Site but has maintained at least 260 of the minimum number of Full-Time Jobs, and minimum real and personal property value for any given year during the Abatement Term, as determined by the most current certification, then for each such calendar year of noncompliance, the tax abatement for the Real Property Improvements and the Personal Property Improvements shall be reduced in the following tax year by the same percentage as the deficiency in the number of permanent Full-Time Jobs. For example, if Manufacturer hires and retains ninety percent (90%) of the minimum number of Full-Time employees in a given year, Manufacturer shall be entitled to ninety percent (90%) of the tax abatement for the Real Property Improvements and the Personal Property Improvements for that following year. Failure to maintain the minimum number of jobs required in Section 5(A) for two (2) consecutive years resulting in a tax abatement reduction shall constitute a default and the City shall have the right to terminate this Agreement. Any New Full-Time Jobs created or maintained by a Related Organization or a City-approved assignee of this Agreement shall be counted (without duplication) towards Manufacturer's obligations hereunder.

Should Manufacturer fail to hire and retain at least two hundred sixty (260) Full-Time Jobs of the four hundred eleven (411) Full Time Jobs required under this Agreement, in a given year, then the tax abatement for the Real Property Improvements and the Personal Property Improvements shall be forfeited in the following tax year and the City shall have the right to declare a default, following which declaration the City shall be entitled to exercise its rights and remedies under this Agreement, including without limitation, terminating this Agreement. Said termination shall be effective for the calendar year during which the number of permanent Full-Time Jobs stated herein have not been filled or maintained as required.

Upon termination, any and all taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured by City from Manufacturer and City shall be entitled

to the payment of such recaptured taxes from Manufacturer within sixty (60) calendar days from the date it notifies Manufacturer in writing of termination of this Agreement.

- E. Subject to Section 7(D), during the Term, City may declare a default if Manufacturer fails to comply with any of the terms of this Agreement. Should City determine Manufacturer is in default under any of the terms of this Agreement; City will notify Manufacturer in writing at the address below in Section 11. If said default is not cured within sixty (60) calendar days from the date of such notice (hereinafter the "Cure Period"), subject to Force Majeure, then City shall have the right to terminate this Agreement. City may, in its sole discretion, extend the Cure Period if Manufacturer commences the cure within the Cure Period and Manufacturer is diligently pursuing such cure.
- F. Recapture. If this Agreement is terminated as a result of any default, all taxes abated shall be due for the tax year during which the termination occurred and shall accrue without further abatements for all tax years thereafter; in addition, City shall have the right to recapture from Manufacturer all previously abated property taxes under this Agreement, and said taxes shall be paid by Manufacturer within sixty (60) calendar days of receiving City's written notification of recapture.
- G. Other Remedies Available. City shall have the right to seek any remedy at law to which it may be entitled, in addition to termination and/or recapture if Manufacturer defaults under the terms of this Agreement. However, such termination and/or recapture shall be subject to any and all lawful offsets, settlements, deductions or credits to which Manufacturer may be entitled. The termination and/or recapture of taxes provided in this Section 8 are not applicable to situations involving minor changes to the description of the Property, or changes in ownership or in management thereof, so long as Manufacturer, a Related Organization or its City-approved successor or assignee continues conducting Business Activities or other authorized activities at the Property as provided hereinabove.
- H. The Director of the Economic Development Department, on behalf of the City, shall have the authority to terminate this Agreement in accordance with the terms of this Agreement without requiring further City Council action.

SECTION 9. INFRASTRUCTURE PROJECTS

- A. The City and Manufacturer agree to commit sufficient time, expertise, and resources to identify public road infrastructure improvements designed to enhance efficient ingress/egress for suppliers, employees and transportation product, as well as improve overall connectivity of the Property with major thoroughfares and highways in the immediate vicinity of the Project Site. The City acknowledges and agrees that identification and funding of such public infrastructure improvements may require collaboration with Bexar County, the Texas Department of Transportation, and other transit authorities. Subject to the identification of a public infrastructure project that achieves the goals set forth in this Section 9(A), as determined by the City in its reasonable discretion, the City agrees to participate in the funding and (as applicable) undertaking of such public infrastructure projects, the minimum amount of which funding shall equal thirty-five percent (35%) of the real and personal property tax assessed on the Real Property Improvements and Personal Property Improvements during the Abatement Term.

SECTION 10. AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure)

- A. For purposes of this Agreement, “Force Majeure” is defined as (i) an act of God, natural disaster, or pandemic, (ii) the outbreak of war, political unrest or a labor strike (in jurisdictions and/or industries related to the supply chain or labor force required for Manufacturer to conduct its Business Activities), (iii) explosion or other casualty or accident which is not the result of negligence, intentional act or misconduct on the part of Manufacturer, or (iv) other events which are beyond the reasonable control of the Manufacturer and which have a direct adverse impact on its Business Activities. In addition to relief expressly granted in this Agreement, City may grant a waiver from performance of the obligations of this Agreement if Manufacturer is prevented from compliance and performance by an event of Force Majeure. The burden of proof for the need for such relief shall rest upon Manufacturer. To obtain relief based upon this Section 10, Manufacturer must file a written request with the City’s Economic Development Department for processing and decision by the Economic Development Department.

SECTION 11. NOTICE

- A. Except where the terms of this Agreement expressly provide otherwise, any election, notice, or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered to the addresses set forth below the communication is:
- delivered personally (with receipt acknowledged);
 - three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid;
 - upon receipt if sending the same by certified mail, return receipt requested; or
 - upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

From time to time, either Party may designate another address for all purposes under this Agreement by giving the other Party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

TO MANUFACTURER:

- (Whether personally delivered or mailed):

Toyota Motor Manufacturing, Texas, Inc.
Attn: Susann Kazunas, President
1 Lone Star Pass
San Antonio, Texas 78264

AND

Toyota Motor North America, Inc.
Attn: Greg Gunderson, Tax Director & Tax Counsel
6565 Headquarters Drive, W1-3C-66c
Plano, Texas 75024

AND

Toyota Motor North America, Inc.
Attention: Scott A. Young, Managing Counsel
6565 Headquarters Drive, W1-5B
Plano, Texas 75024

TO CITY:

- If mailed:

City of San Antonio
Attn: Economic Development
P.O. Box 839966
San Antonio, Texas 78283-3966

- If by personal or overnight delivery:

City of San Antonio
Attn: Economic Development
City Tower
100 West Houston Street, 18th Floor
San Antonio, Texas 78205

SECTION 12. CONDITION

- A. This Agreement is conditioned entirely upon the approval of the San Antonio City Council, as evidenced by duly approved Ordinance Number 2024-__-__, dated _____, 2024.

SECTION 13. ASSIGNMENT

- A. Except as otherwise expressly provided herein, this Agreement may be assigned or otherwise transferred only with City Council's prior approval (which approval shall not be unreasonably withheld), as reflected in a duly adopted ordinance. Manufacturer must submit a written request to City for approval of the proposed assignment or other transfer at least thirty (30) days prior to the effective date of the assignment or transfer of any part of its interest in the Property; however, no City Council consent is required for an assignment or transfer to a parent of Manufacturer, a subsidiary of Manufacturer, an affiliate entity of Manufacturer, or to any new entity created as a result of a merger, acquisition or other corporate restructure or reorganization of Manufacturer or a Related Organization. However, Manufacturer shall give City prior written notice of all assignments or other transfers that do not require City Council consent, as required under this Agreement. All future assignees shall be bound by all terms and/or provisions and representations of this Agreement. Pursuant to the City's 312 Tax Abatement Guidelines, any Project that requires an assignment of an existing Agreement will be required to pay a fee of \$2,500 to the City of San Antonio.

SECTION 14. GENERAL PROVISIONS

- A. None of the property improvements described in this Agreement are financed by tax increment bonds.
- B. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City related to this Project. No bonds for which the City is liable have been used to finance this Project.
- C. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. The Director of the Economic Development Department, or any successor City department, shall have the ability, without further City Council approval, to execute amendments for minor changes to this Agreement and to implement the remedies made available to City hereunder. Any substantial changes to this Agreement shall require City Council approval.

SECTION 15. SEVERABILITY

- A. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal or unenforceable, 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, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable.

SECTION 16. ESTOPPEL CERTIFICATE

- A. Any party hereto may request an estoppel certificate related to this Project (hereafter referred to as "Certificate") from another party hereto so long as the Certificate is requested in connection with a bona fide business purpose. The Certificate, which if requested, will be addressed to a subsequent purchaser or assignee of Manufacturer or other party designated by Manufacturer which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining Term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the Certificate.

SECTION 17. OWNER STANDING

- A. Manufacturer, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and Manufacturer shall be entitled to intervene in said litigation.

SECTION 18. INCORPORATION OF EXHIBITS

Each of the Exhibits and Attachments listed below is an essential part of this Agreement, which governs the rights and duties of the Parties, and shall be interpreted in the order of priority as appears below:

Exhibit A - Project Site Legal Description

Exhibit B – Incentive Reporting Form
Exhibit C – RESERVED
Exhibit D – Pre-Construction Phase Reporting Form

SECTION 19. APPLICABLE LAW

- A. This Agreement shall be construed under the laws of the State of Texas and is performable in Bexar County, Texas, the location of the Reinvestment Zone.

SECTION 20. CONFLICTS OF INTEREST

- A. Manufacturer shall use reasonable business efforts to ensure that no employee, officer, or individual agent of Manufacturer shall participate in the selection, award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or individual agent; (2) any member of his or her immediate family; (3) his or her partner; or, (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract and the relationship calls for payments to be made to such subcontractor on terms which are greater than those which are customary in the industry for similar services conducted on similar terms. Manufacturer shall comply with Chapter 171, Texas Local Government Code as well as the City's Code of Ethics.

SECTION 21. DUPLICATE ORIGINALS

- A. This Agreement shall be executed in two duplicate originals, with a duplicate original going to each party.

SECTION 22. ENTIRE AGREEMENT

- A. This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters set forth in this Agreement.

This space intentionally blank.

WHEREFORE, the Parties hereto have executed this Agreement and have agreed to the terms and conditions states above as of the Effective Date.

<p>CITY OF SAN ANTONIO, a Texas Municipal Corporation</p> <p>_____ Erik Walsh City Manager</p>	<p>TOYOTA MOTOR MANUFACTURING, TEXAS, INC., a Texas corporation</p> <p><u>Susann Kazunas</u> Susann Kazunas President</p> <p>ATTEST:</p> <p><u>Rob Franklin</u> Printed Name: <u>ROB FRANKLIN</u></p>
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Approved as to Form:

Assistant City Attorney

EXHIBIT A: PROPERTY DESCRIPTION

A tract of land being Lot 1, Block 2 of the TMMTX Subdivision recorded in Volume 9562 Pages 27-39 of the Deed and Plat Records of Bexar County, Texas, SAVE AND EXCEPT THE FOLLOWING TRACTS:

- (i) a 242.103 acre tract, more or less, as recorded in Volume 13276, Page 133 in the Official Public Record of Real Property of Bexar County on December 21, 2007;
- (ii) a 185.326 acre tract and a 219.609 acre tract, more or less, as recorded in Volume 13276, Page 156 in the Official Public Record of Real Property of Bexar County on December 21, 2007;
- (iii) a 3.214 acre tract, more or less, as recorded in Volume 13530, Page 2035 in the Official Public Record of Real Property of Bexar County on June 6, 2008;
- (iv) a 67.560 acre tract of land, more or less, and being more particularly described on Exhibit A-1 attached hereto; and
- (v) a 164.811 acre tract of land, more or less, and being more particularly described on Exhibit A-2 attached hereto.

EXHIBIT A-1

North On-site Supplier Park Area
(67.560 acres)



METES AND BOUNDS DESCRIPTION
FOR
NORTH OSS PARK AREA

A 67.560 acre, or 2,942,907 square feet more or less, North OSS Park Area located on Lot 1, Block 2, TMMTX Subdivision recorded in Volume 9562, Page 27 in the Deed and Plat Records of Bexar County, Texas, in County Block 4297 of the City of San Antonio, Bexar County, Texas. Said 67.560 acre area being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a point at the north end of the northeast cutback, at the intersection of Applewhite Road, a variable width public right-of-way, and Lone Star Pass, an improved, but not dedicated street, and an angle point of said Lot 1;

THENCE: N 86°24'02" E, over and across said Lot 1, a distance of 1261.58 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", at the POINT OF BEGINNING of the herein described area;

THENCE: Continuing over and across said Lot 1, the following bearings and distances:

N 06°59'28" W, a distance of 550.05 feet to a set ½" iron rod with a cap marked "Pape Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 650.00 feet, a central angle of 12°37'38", a chord bearing and distance of N 13°18'17" W, 142.96 feet, for an arc length of 143.25 feet to a set ½" iron rod with a cap marked "Pape Dawson";

N 04°00'00" W, a distance of 363.81 feet to a set ½" iron rod with a cap marked "Pape Dawson";

N 86°00'00" E, a distance of 2813.06 feet to a set ½" iron rod with a cap marked "Pape Dawson";

S 04°00'00" E, a distance of 1054.19 feet to a set ½" iron rod with a cap marked "Pape Dawson";

S 86°00'00" W, a distance of 2761.25 feet to the POINT OF BEGINNING and containing 67.560 acres in the City of San Antonio, Bexar County, Texas. Said area being described in conjunction with a survey made on the ground and a survey map prepared under job number 9087-19 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: May 9, 2019

JOB NO. 9087-19

DOC. ID. N:\Survey\19-9000\9087-19\Word\9087-19 FN 67.560 AC.docx

Page 1 of 1

TBPE Firm Registration #470 | TBPLS Firm Registration #10028800

San Antonio | Austin | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com



EXHIBIT A-1
(continued)

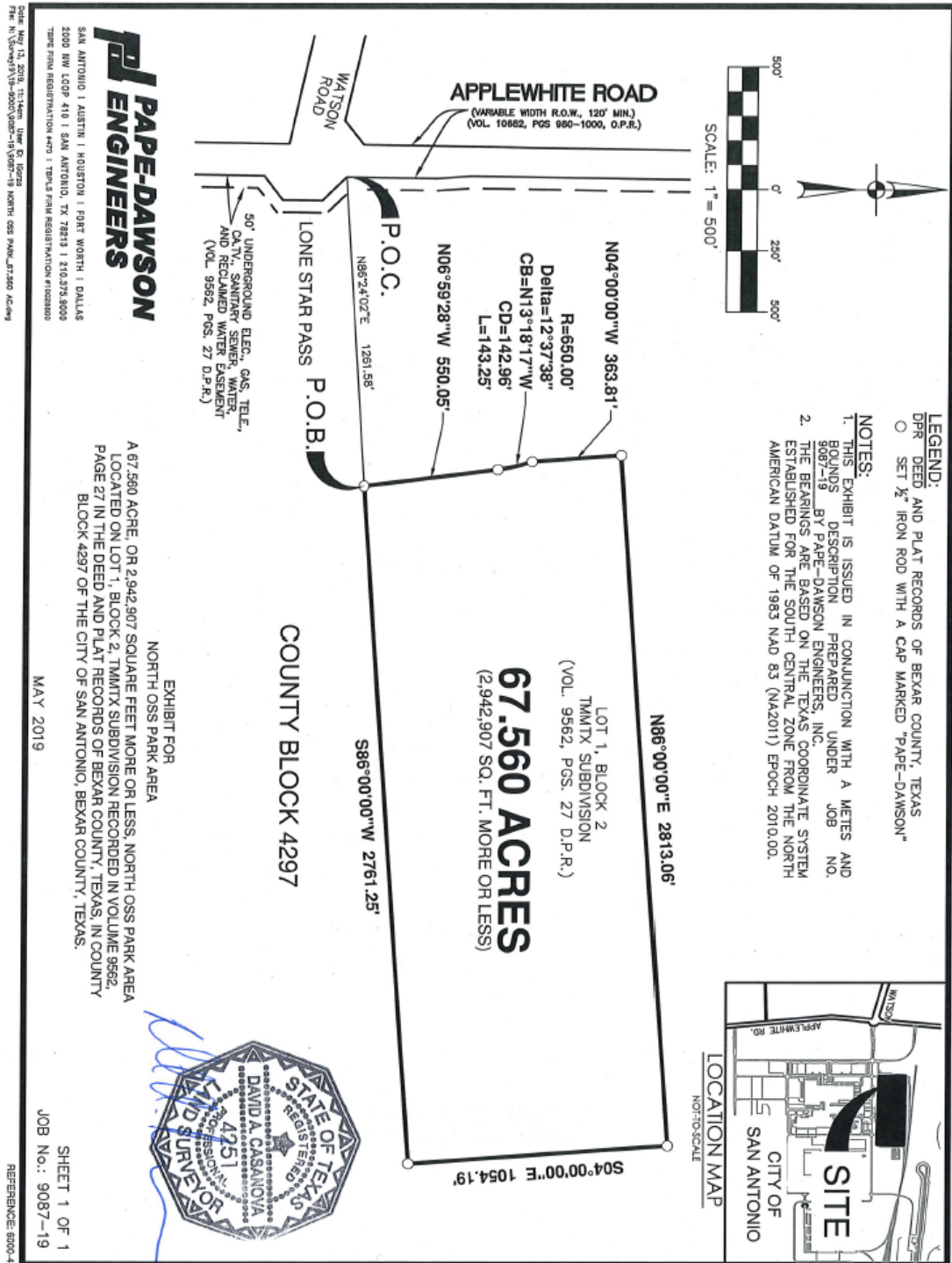


EXHIBIT A-2

South On-site Supplier Park Area
(164.811 acres)



METES AND BOUNDS DESCRIPTION
FOR
SOUTH OSS PARK AREA

A 164.811 acre, or 7,179,183 square feet more or less, South OSS Park Area located on Lot 1, Block 2, TMMTX Subdivision recorded in Volume 9562, Page 27 in the Deed and Plat Records of Bexar County, Texas, in County Block 4297 of the City of San Antonio, Bexar County, Texas. Said 164.811 acre area being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a point at the north end of the northeast cutback, at the intersection of Applewhite Road, a variable width public right-of-way, and Lone Star Pass, an improved, but not dedicated street, and an angle point of said Lot 1;

THENCE: S 65°36'29" E, over and across said Lot 1, a distance of 6295.14 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", at the POINT OF BEGINNING of the herein described area;

THENCE: Continuing over and across said Lot 1, the following bearings and distances:
S 04°00'00" E, a distance of 1664.26 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
S 86°00'00" W, a distance of 4316.20 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
N 04°00'00" W, a distance of 1109.10 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
N 02°28'21" W, a distance of 555.36 feet
N 86°00'00" E, a distance of 4301.40 feet to the POINT OF BEGINNING and containing 164.811 acres in the City of San Antonio, Bexar County, Texas. Said area being described in conjunction with a survey made on the ground and a survey map prepared under job number 9087-19 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 9, 2019
JOB NO. 9087-19
DOC. ID. N:\Survey19\19-9000\9087-19\Word\9087-19 FN 164.811 AC.docx



Page 1 of 1

TBPE Firm Registration #470 | TBPLS Firm Registration #10029800

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Transportation | Water Resources | Land Development | Surveying | Environmental

2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

EXHIBIT A-2
(continued)

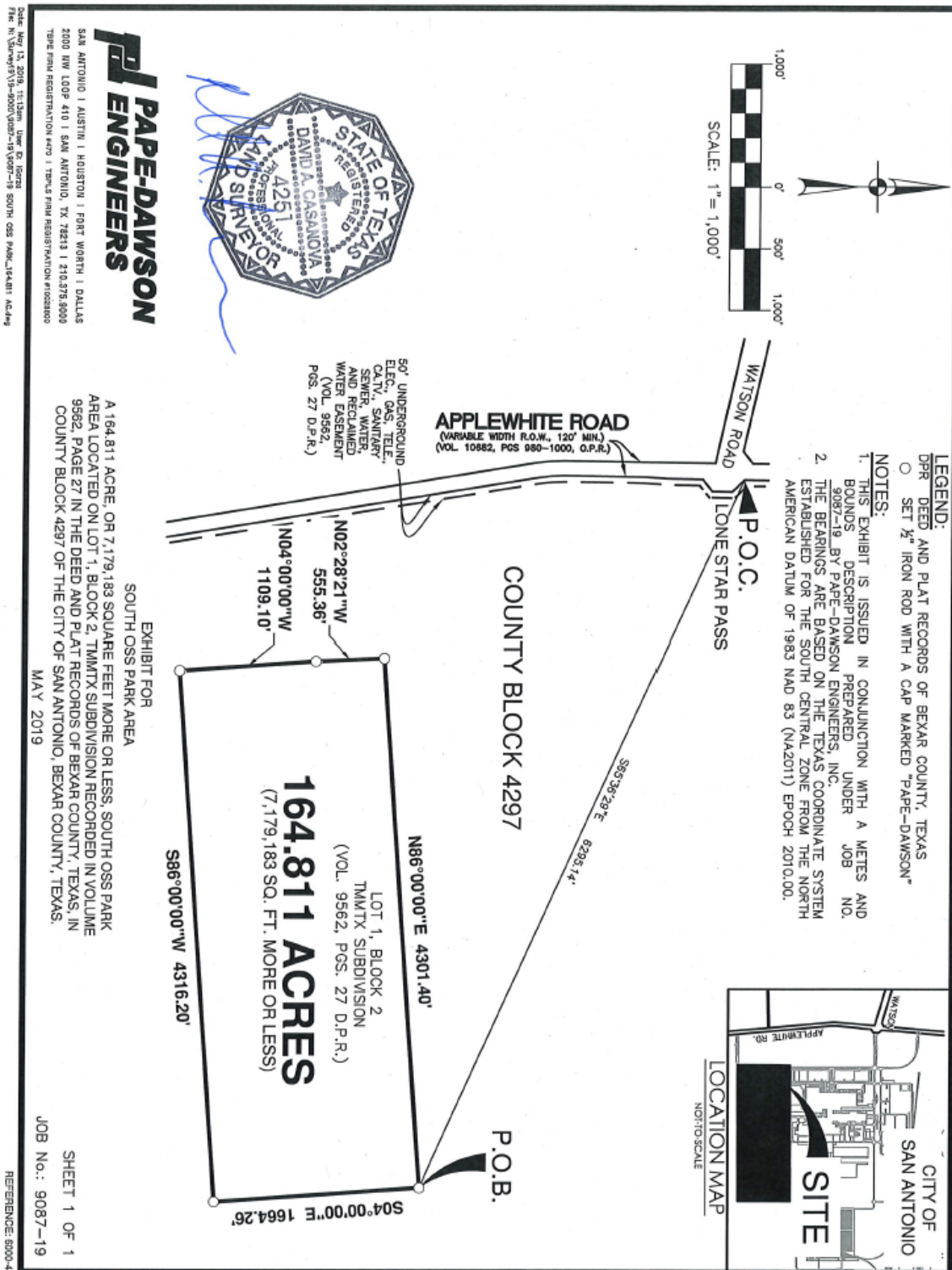


EXHIBIT B: INCENTIVE REPORTING FORM

**City of San Antonio
Economic Development Department
Incentive Reporting Form**

Company Name: _____

Reporting Period: _____

Name/Phone/Email of Person Preparing Report: _____

Real Property: Expenditures associated with Real Property Improvements under this Agreement (Verification may include AIA forms, receipts, invoices, request for payment from contractor, etc.)	
1. Real Property Improvements reported at the Project Site as of the previous reporting period	\$
2. Real Property Improvements made at the Project Site since the end of the previous reporting period <i>(Attach supporting documents.)</i>	\$
3. Total cumulative Real Property Improvements made under this Agreement as of the end of this reporting period	\$
4. Is the company compliant with its Real Property Improvements investment requirement? Yes / No / Completed / Not Applicable.	
Personal Property: Expenditures associated with Personal Property Improvements under this Agreement (Verification may include receipts, invoices, requests for payment, etc.)	
5. Personal Property Improvements reported at the Project Site as of the previous reporting period	\$
6. Personal Property Improvements made at the Project Site since the end of the previous reporting period <i>(Attach supporting documents.)</i>	\$
7. Total cumulative Personal Property Improvements made under this Agreement as of the end of this reporting period	\$
8. Is the Company compliant with its Personal Property Improvements investment requirement? Yes / No / Completed / Not Applicable.	
Inventory/Supplies (if applicable): (Verification may include receipts, invoices, requests for payment, etc.)	
9. Inventory and Supplies improvements reported at the Project Site facility as of the previous reporting period	\$ N/A
10. Inventory and Supplies improvements made at the Project Site facility since the end of the previous reporting period <i>(Attach supporting documents.)</i>	\$ N/A
11. Total cumulative Inventory and Supplies investment made at the Project Site facility as of the end of this reporting period	\$ N/A
12. Is the Company compliant with its Inventory Requirement? Yes / No / Completed / Not Applicable	N/A
Jobs: New Full-time Jobs created under this Agreement (Verification: payroll registers with total number of employees, dates of hire, hourly wages, etc). <i>Note: jobs reported below must meet eligibility requirements per the incentive agreement to include job location and wage requirements.</i>	
13. Total number of jobs reported at the Project Site as of the previous reporting period	

14. Total number of jobs reported at the Project Site at the end of this reporting period	
15. Are any of the jobs reported above working remotely on a permanent basis? If yes, what is the number of jobs working remotely on a permanent basis?	
16. Has your company changed its business model to have jobs that previously reported to the Project Site work remotely on a permanent basis?	
17. Is the Company compliant with its Job Creation/Maintenance Requirement this period?	Yes / No
Wages: Please refer to your company's Agreement(s) for specific wage requirements.	
18. What is the minimum hourly wage paid at the Project Site (<i>For supporting documents, see above.</i>)	
19. At time of hire, are one hundred percent (100%) of New Full-Time Employees at the Project Site receiving wages of at least \$20.54 per hour, excluding benefits, bonuses, commissions, and shift differentials? (<i>For supporting documents, see above.</i>) <i>Note: Median wage for San Antonio will be updated yearly at the time of the release of the annual U.S. Census Bureau American Community Survey 5-year estimates.</i>	Yes / No
Additional Contractual Obligations (As applicable per your Agreement)	
20. Regarding wrap-around services, please attach separate sheet demonstrating compliance with your agreement. (Ongoing reporting to commence after plan approval by EDD, see Agreement)	
21. Regarding employee benefits, please attach separate sheet demonstrating compliance with your agreement.	N/A (available on request)
22. Workforce efforts: Internships, Apprenticeships, Job Fairs (Please elaborate on separate sheet)	
Certification	
<i>I certify that the information provided in this report and the attached documents is correct to the best of my knowledge, and that the company has complied with all terms and conditions of its agreement with the City of San Antonio.</i>	

Signature of Company Certifying Officer or Designee: _____

Date: _____

Printed Name: _____

Title: _____

For questions regarding this report, please contact Economic Development Department, Special Projects Manager, at 210/207-0567 or e-mail: monitoringandops@sanantonio.gov.

EXHIBIT C - RESERVED

EXHIBIT D: PRE-CONSTRUCTION/CONSTRUCTION PHASE REPORTING FORM

City of San Antonio
Economic Development Department
Pre-Construction/Construction Phase Prevailing Wage Reporting Form

Company Name:

Reporting Period:

Contact Information:

Pre-Construction/Construction Phase Jobs and Wages:

1. Total number of contractor and subcontractor jobs reported at the Project Site last reporting period.

2. Number of employees on the Project Site hired directly and hired through a third party.

3. Percentage of total contractor and subcontractor jobs paid prevailing wage.

Additional items:

Table of Wages and benefits of contractor and subcontractor jobs on the Project Site by classification (occupation and wage brackets and indicate percentage at or above prevailing wage for both existing and new jobs)

Percentage at prevailing wage

Percentage at or 10% above prevailing wage

11% -25% above prevailing wage

26% -50% above prevailing wage

Above 50% prevailing wage

Certification:

I certify that the information provided in this report and the attached documents is correct to the best of my knowledge, and that the company has complied with all terms and conditions of its agreement with the City of San Antonio.

Signature:

Date:

Printed Name:

Title: