

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 \_\_\_\_\_, 2026 (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 by Ordinance No. 2024-12-12-1000 on December 12, 2024, together which establish the City of San Antonio Economic Development Tax Abatement Guidelines, (hereinafter referred to as the "Guidelines and Criteria");
  3. This Property is located within an existing Texas Enterprise Zone area, and in accordance with The Texas Enterprise Zone Act, Texas Government Code, Chapter 2303, and the Texas Tax Code, Section 321.2011, 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 other procedural requirement; and
  4. CITY COUNCIL ORDINANCE NO. 2026-\_\_\_\_-\_\_\_\_-\_\_\_\_\_, dated \_\_\_\_\_, 2026, 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(M) of this Agreement) are mass producers of automobiles and other personal and commercial mobility products, and Manufacturer currently manufactures, assembles, produces, and distributes automobiles and components 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 **TWO BILLION DOLLARS AND NO/CENTS (\$2,000,000,000.00)**, by December 31, 2031. This investment is for the purpose of vehicle and vehicle component production and assembly within the city limits of the City of San Antonio. Of the **TWO BILLION DOLLARS AND NO/CENTS (\$2,000,000,000.00)**, ONE BILLION FIFTY MILLION AND NO/CENTS (**\$1,050,000,000.00**) will be spent on real property improvements (the "Real Property Improvements") and NINE HUNDRED FIFTY MILLION AND NO/CENTS (**\$950,000,000.00**) 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. In addition to the requirements set forth under Section 5(J), 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 Tax Abatement Agreement for Personal Property executed by the Parties in 2010

(the "Tacoma Abatement Agreement"), (ii) the Tax Abatement Agreement for Real and Personal Property executed by the Parties on October 21, 2019 (the "Project Topper Abatement Agreement"), (iii) the Economic Development Grant Agreement executed by the Parties on October 21, 2019 (the "Project Topper Grant Agreement"), (iv) the Tax Abatement Agreement for Real and Personal Property executed by the Parties on June 20, 2024 (the "Project Iceberg Tax Abatement Agreement"), and (v) the Economic Development Grant Agreement executed by the Parties on June 20, 2024 (the "Project Iceberg Economic 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 **ONE BILLION FIFTY MILLION AND NO/CENTS (\$1,050,000,000.00)** in Real Property Improvements on or prior to December 31, 2031; and
3. Invest, or cause to be invested, at least **NINE HUNDRED FIFTY MILLION AND NO/CENTS (\$950,000,000.00)** in Personal Property Improvements on or prior to December 31, 2031; and
4. Maintain the number of employees required under the Tacoma Abatement Agreement, the Project Topper Abatement Agreement, the Project Topper Grant Agreement, the Project Iceberg Abatement Agreement, and the Project Iceberg Economic Grant Agreement in accordance with the terms and conditions of such agreements; provided, however, 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 Tacoma Abatement Agreement, the Project Topper Abatement Agreement, the Project Topper Grant Agreement, the Project Iceberg Abatement Agreement, and the Project Iceberg Economic Grant Agreement.
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, 2031, and for the Term of this Agreement; and
6. Together with the Related Organizations, create not less than TWO THOUSAND (2,000) New Full-time Jobs (as defined below) prior to December 31, 2031, and once having created the aforementioned New Full-Time Jobs, Manufacturer shall maintain such New Full-Time Jobs until the expiration of the Term ("Required Jobs").

A "Full-Time Employee" is defined as the performance by one individual (i.e., only one (1) Full-Time Employee) of a Full-Time Job. A "Full-Time Job" is defined as a non-temporary, full-time employment position involving approximately 2,080 straight-time paid hours per calendar year, excluding shift differentials and overtime.

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 Full-Time Job 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. All Required 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) meets

the definition of a Full-Time Employee; (ii) performs at least forty percent (40%) of their services for the Applicant at the Project Site, allowing for a hybrid work schedule but excluding 100% remote work; and (iii) resides within a zip code that is within the City of San Antonio city limit, its Extra-Territorial Jurisdiction, or Bexar County (“Qualified Employee”). No more than five percent (5%) of the Required Jobs commitment may be classified as Qualified Employees.

Full-time Jobs required to be created and maintained under the Tacoma Abatement Agreement, the Project Topper Abatement Agreement, the Project Topper Grant Agreement, the Project Iceberg Tax Abatement Agreement, and the Project Iceberg Economic Grant Agreement shall not count towards the Required Jobs commitment of this Agreement.

- B. Wages. As consideration for the tax abatement provided for in this Agreement, Manufacturer covenants and agrees that all Required Jobs will meet or exceed the County Average Annual Wage throughout the Abatement Term, as aligned with the Texas Enterprise Fund (TEF) Grant Contract (the “TEF Wage Requirement”). This wage is compiled by the Bureau of Labor Statistics (BLS) Occupational Employment Survey and published by the Texas Workforce Commission (TWC) with quarterly adjustments made in accordance with annual Quarterly Census of Employment and Wages (QCEW). Throughout the Abatement Term, the applicable TEF Wage Requirement for each year of the Abatement Term shall be determined using the most recent four (4) quarters of publicly available QCEW data as of January 1<sup>st</sup> of such year.

Manufacturer covenants and agrees that one hundred percent (100%) of all Manufacturer’s Full-Time Employees, without regard to the number of jobs required to be created or maintained hereunder (i.e. Required Jobs), located at the Project Site shall earn at least the current Entry Wage, as defined in the Guidelines, at the time of hire, excluding benefits, bonuses, commissions, and shift differentials.

- C. Benefits. 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.
- D. Local Hire Requirement. Where not otherwise prohibited by federal, state, or local laws or regulations, Manufacturer agrees to make good faith efforts to hire at least fifty percent (50%) of full-time employees associated with the Project Site from within the city limits of San Antonio, the Extraterritorial Jurisdiction (ETJ), or from within Bexar County Throughout the term of the Agreement, Grantee shall provide Grantor with statistical data that shows the number of new Full-Time Employees hired in the previous calendar year who resided, at the time of hire, in (i) zip code areas that are located entirely within the municipal boundaries of the City of San Antonio (“SA Zip Codes”), and (ii) zip code areas that includes area within the extra-territorial jurisdiction of the City of San Antonio (“ETJ Zip Codes”), and (iii) zip code areas from within Bexar County (“Bexar County Zip Codes”, and together with the SA Zip Codes and ETJ Zip Codes, the “Zip Codes”). Grantee shall not be required to provide zip code-specific data, nor shall Grantee be required to confirm any Full-Time Employee’s residence information. The applicable Zip Codes for reporting purposes are attached hereto on Exhibit D.
- E. Prevailing Wage Reporting. Manufacturer will be required to submit semiannual reports on the form attached as Exhibit C 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(E).

F. Annual Wrap-Around Support. Manufacturer covenants and agrees that each year, commencing on the first year of the Abatement Term and continuing until the termination or expiration of the Incentive Agreement, it shall, in addition to the obligations set out in 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. Paid Internships or Apprenticeships;
  - ii. TXFAME/TX FAST;
  - iii. DOD SkillBridge Program;
  - iv. Justice-Involved Employee Support;
  - v. Internal, customized training resulting in industry-recognized credentials;
  - vi. Internet and IT equipment training;
  - vii. Career coaching for transitioning employees; or
  - viii. Other as approved by the Economic and Workforce Development Department.
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. Providing stipends or subsidies to support childcare workers;
  - iv. Purchasing slots at a quality childcare facility; or
  - v. Partnering with PreK 4 SA 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 year Term, Manufacturer shall submit a plan to include the program(s) 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(F). 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, submitted on the form attached as Exhibit B attached hereto and incorporated herein, and semi-annual compliance reports.

Subject to the requirements of the following sentence, (i) Manufacturer is permitted to expend funds on eligible uses prior to the Abatement Term, and such expended amount may be credited toward the requirements of this Section 5(F), and (ii) to the extent that the eligible expenditures exceed the amount of the Dedicated Funds in any year of the Abatement Term (the "Surplus Dedicated Funds"), Manufacturer shall be entitled to apply such Surplus Dedicated Funds toward the requirements of this Section 5(F) in a subsequent year of the Abatement Term. The foregoing shall be subject to the following conditions: (a) Manufacturer shall submit a plan to the City describing any expenditures that are expected to take place prior to the Abatement Term at least sixty (60) days prior to such expenditure; (b) amounts credited towards the Wrap-Around Support requirements under the Project Iceberg Tax Abatement Agreement shall not be applied to the requirements of this Agreement; and (c) expenditures that, by their nature, are for the sole and exclusive benefit of the Business Activities under the Project Iceberg Tax Abatement Agreement shall not be applied to the requirements of this Agreement.

- 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; and
  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. Manufacturer covenants and agrees that: (i) at least sixty (60) days prior to the start of construction at the Project Site, Manufacturer shall submit to City the safety programs and Experience Modification Ratings (EMR) of all general contractors working at the Project Site; and (ii) at least sixty (60) days prior to the start of construction and operations at the Project Site, Manufacturer shall submit to City, Manufacturer's safety program to City. All safety programs must (i) include the OSHA-10 safety course or equivalent; and (ii) address heat related illnesses.

- L. 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.
- M. 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.
- N. 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.
- O. 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 Project Site; 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.
- P. 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.
- Q. 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 ("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 and/or a Related Organization, and the hire and termination dates for the Required Jobs commitment, (iii) the compliance with the requirements of this Agreement with respect to (a) the TEF Wage Requirement of all Required Jobs, (b) the Entry Wage of all Full-Time Employees, (c) the healthcare benefits offered to all Full-Time Jobs, including the Required Jobs, and their respective eligible dependents, (d) the Local Hire Requirement; and (e) Prevailing Wage Reporting. 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 attached as Exhibit B attached hereto and incorporated herein.

All Incentive Reporting Forms shall be submitted electronically in a format approved by the City, unless otherwise agreed to in writing by the Director of Economic Development Department. With respect to Exhibit B and Exhibit C, City acknowledges that the form of any electronic format (*e.g.*, online portal) shall be identical to the prescribed forms attached hereto, as may be amended from time to time in accordance with Section 18.

- R. Manufacturer covenants and agrees to notify City in writing at least thirty (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).
- S. Manufacturer covenants and agrees to notify City in writing at least thirty (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(S) may render Manufacturer subject to the termination and recapture provisions under Section 8 without benefit of the Cure Period.
- T. 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 jobs required and satisfy the wage and health benefits required pursuant to the Tacoma Abatement Agreement, the Project Topper Abatement Agreement, the Project Topper Grant Agreement, the Project Iceberg Tax Abatement Agreement, and the Project Iceberg Economic Grant Agreement; or pursuant to Section 5(B) of this Agreement pay the minimum wages required, provide the required health benefits, or provide the Dedicated Funds required under Section 5(F), then the termination and recapture provisions of Section 8 of this Agreement shall apply against Manufacturer. Nothing contained in this Section 5(T), however, shall be construed to require Manufacturer to comply with the terms and conditions of the Tacoma Abatement Agreement, the Project Iceberg Tax Abatement Agreement, and the Project Iceberg Economic Grant Agreement beyond the time periods required in such agreements, respectively.
- U. 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.

- V. 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 ONE HUNDRED PERCENT (100%) 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, 2031. 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, 2026 (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. For the avoidance of doubt, the real property improvements and personal property that are subject to the tax abatement under the Project Iceberg Tax Abatement Agreement shall not (a) be included in the Base Year calculation under this Agreement, or (b) constitute Real Property Improvements or Personal Property under 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, 2031, 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(C)), uses the Property for its Business Activities, and is otherwise in compliance with the conditions of this Agreement, then ONE HUNDRED PERCENT (100%) 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, the Project Topper Abatement Agreement, and the Project Iceberg Abatement Agreement for that property as described in each respective 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 Tacoma Abatement Agreement, the Project Topper Abatement Agreement, the Project Topper Grant Agreement, the Project Iceberg Abatement Agreement, and the Project Iceberg Economic 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 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: (a.) is not accompanied by a contemporaneous redirection of production

to the Property from another location; and (b.) 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 Tacoma Abatement Agreement, the Project Topper Abatement Agreement, the Project Topper Grant Agreement, the Project Iceberg Abatement Agreement, and the Project Iceberg Economic 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 Required Jobs as required in Section 5(A) at the Project Site but has maintained at least one thousand six hundred (1,600) of the minimum number of Required 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 one thousand three hundred (1,300) of the two thousand (2,000) Required Jobs 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 Required 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. Cure. 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 listed in Section 11. Notice. 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 the value of all previously abated property taxes under this Agreement, and said value shall be paid by Manufacturer to City 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. RESERVED**

## **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. Notwithstanding the foregoing, except to the extent that same result from the imposition of tariffs (beyond the tariffs that are in place as of the Effective Date), Force Majeure shall not include economic hardship, changes in market conditions, economic downturns, fluctuations in currency value, or increases in the cost of materials, labor, or transportation.

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: Frank Voss, 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: Michael Eurich, Managing Counsel  
6565 Headquarters Drive, W1-5B  
Plano, Texas 75024

### **TO CITY**

If mailed:

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

If by personal or overnight delivery:

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

**SECTION 12. CONDITION**

- A. This Agreement is conditioned entirely upon the approval of the San evidenced by duly approved Ordinance Number 2026-\_\_\_\_-\_\_\_\_-\_\_\_\_\_, dated \_\_\_\_\_, 2026.

**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**

- A. Each of the Exhibits 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 - Pre-Construction/Construction Phase Reporting Form
- Exhibit D – Local Hire Requirement Zip Code List

The reporting forms attached as Exhibits B and C may be amended by mutual consent of City and Manufacturer. Manufacturer shall not unreasonably withhold its consent to such amendment so long as the amended form (i) is substantially similar to the attached form, and (ii) does not impose additional or different requirements on Manufacturer, including but not limited to the requirement to collect additional data or implement burdensome protocols.

#### **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.

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

<b>CITY OF SAN ANTONIO, a Texas Municipal Corporation</b>  _____ <b>Erik Walsh</b> City Manager	<b>TOYOTA MOTOR MANUFACTURING, TEXAS, INC., a Texas corporation</b>  _____ <b>Frank Voss</b> President  ATTEST:  _____ Printed Name: _____
---	---

Approved as to Form:

\_\_\_\_\_  
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;
- (v) a 164.811 acre tract of land, more or less, and being more particularly described on Exhibit A-2 attached hereto;
- (vi) a 62.3 acre tract of land, more or less, and being more particularly described on Exhibit A-3 attached hereto;
- (vii) a 137.6 acre tract of land, more or less, and being more particularly described on Exhibit A-4 attached hereto; and
- (viii) a 62.8 acre tract of land, more or less, and being more particularly described on Exhibit A-5 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.

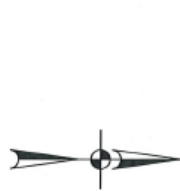
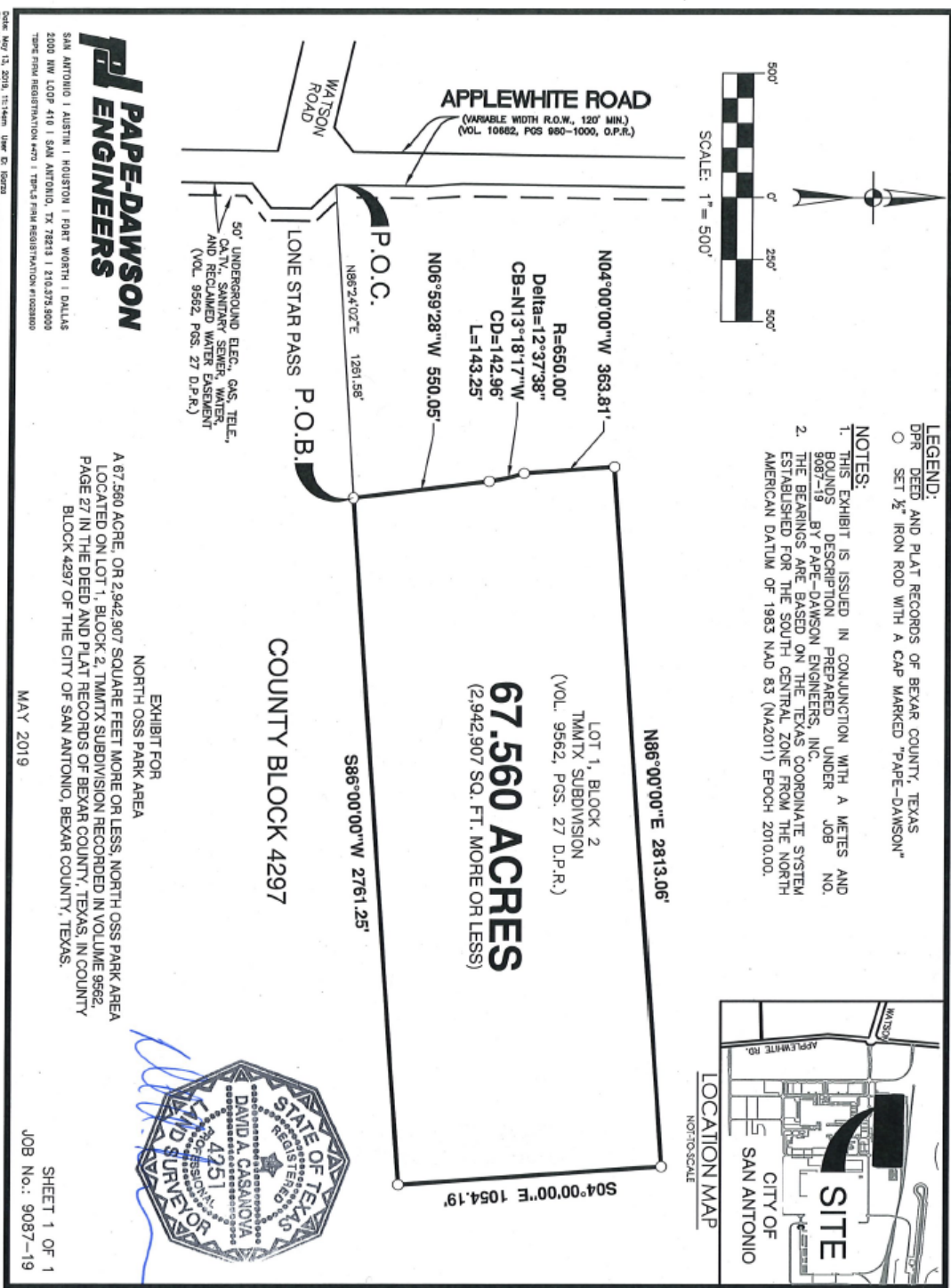
PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: May 9, 2019  
JOB NO. 9087-19  
DOC. ID. N:\Survey19\19-9000\9087-19\Word\9087-19 FN 67.560 AC.docx





# EXHIBIT A-1

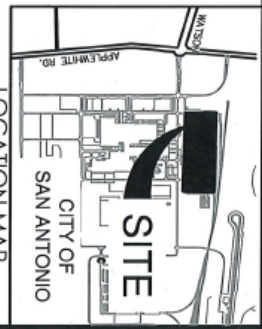
(continued)



SCALE: 1" = 500'

**LEGEND:**  
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS  
 ○ SET 1/2" IRON ROD WITH A CAP MARKED "PAPE-DAWSON"

**NOTES:**  
 1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 9087-19 BY PAPE-DAWSON ENGINEERS, INC.  
 2. THE BEARINGS ARE 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.



LOCATION MAP  
 NORTH-SOUTH SCALE

**PAPE-DAWSON**  
**ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2008 HW LOOP 410 | SAN ANTONIO, TX 78219 | 210.275.8000  
 TEXAS PLAT REGISTRATION #1028880

50' UNDERGROUND ELEC., GAS, TELE. C.A.T.V., SANITARY SEWER, WATER AND RECLAIMED WATER EASEMENT (VOL. 9562, PGS. 27 D.P.R.)

EXHIBIT 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.

MAY 2019

SHEET 1 OF 1  
 JOB No.: 9087-19

REFERENCE: 8000-41





**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;

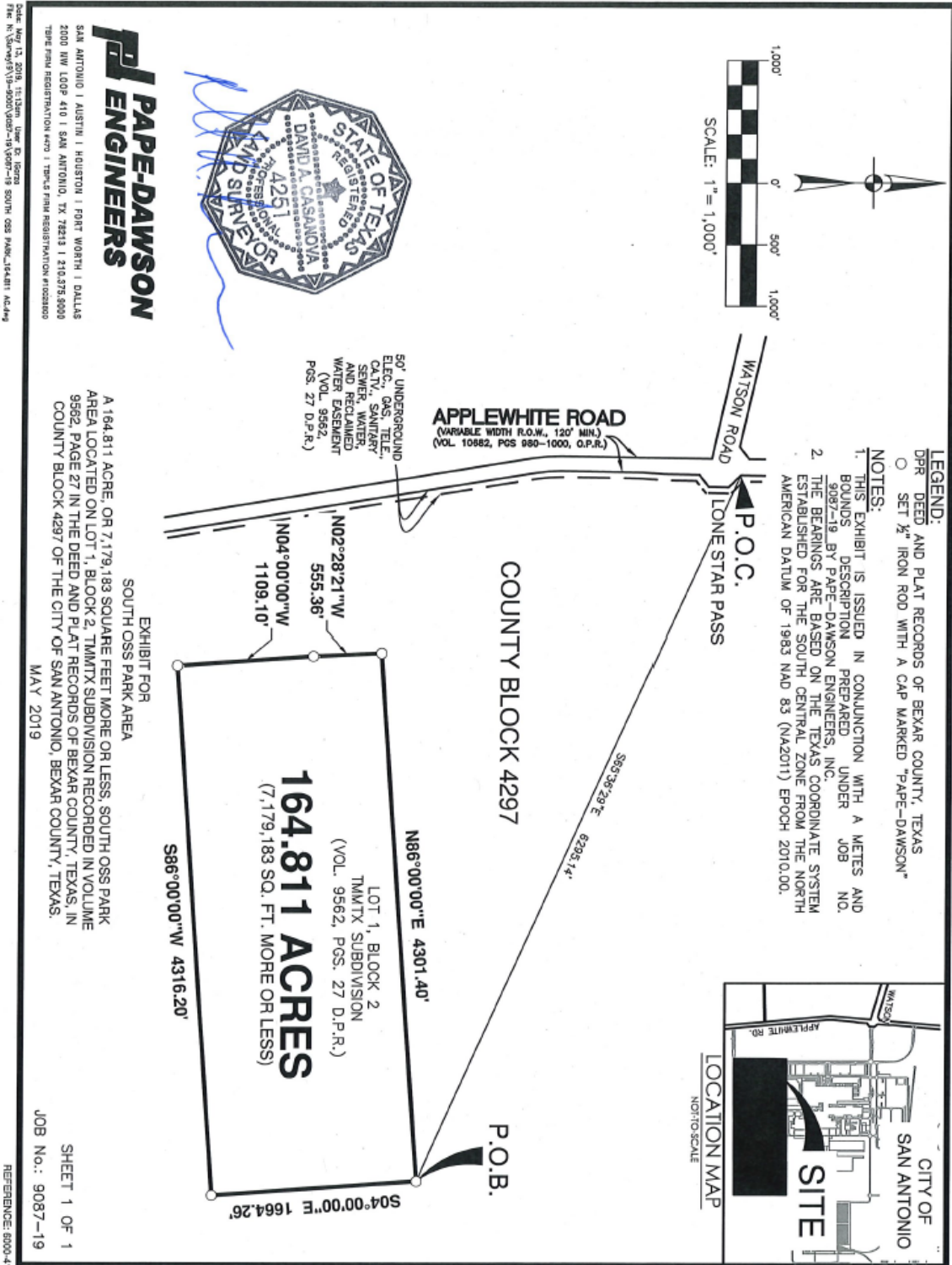
THENCE: S 65°36'29" E, over and across said Lot 1, a distance of 6295.14 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", at the POINT OF BEGINNING of the herein described area;

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:\Survey\19-9000\9087-19\Word\9087-19 FN 164.811 AC.docx



**EXHIBIT A-2**  
(continued)





**EXHIBIT A-3**

**Rear Axle Plant Area  
(62.3 acres)**

**PAPE-DAWSON**

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METES AND BOUNDS DESCRIPTION  
FOR

A 62.3 acre tract of land out of Lot 1, Block 2, County Block 4297, TMMTX SUBDIVISION, recorded in Volume 9562, Pages 27-39, of the Deed and Plat Records of Bexar County, Texas, described in deed to Toyota Motor Manufacturing, Texas Inc., recorded in Volume 10607, Page 1644, of the Official Public Records of Bexar County, Texas. Said 62.3 acre tract 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 on the southwest corner of said Lot 1 on the east right-of-way line of Applewhite Road;

THENCE: N 09°22'25" E, over and across said Lot 1, a distance of 4388.92 feet to the POINT OF BEGINNING of this herein described tract;

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

S 86°23'36" W, a distance of 1095.38 feet to a point;

Northwesterly, along a tangent curve to the right, said curve having a radius of 50.00 feet, a central angle of 84°28'04", a chord bearing and distance of N 51°22'22" W, 67.22 feet, for an arc length of 73.71 feet to a point on the east right-of-way line of said Applewhite Road;

THENCE: Along and with the east right-of-way line of said Applewhite Road, the west line of said Lot 1, the following bearing and distances:

N 09°08'19" W, a distance of 1243.02 feet to a point;

Northwesterly, along a tangent curve to the right, said curve having a radius of 1140.00 feet, a central angle of 09°58'18", a chord bearing and distance of N 04°09'10" W, 198.16 feet, for an arc length of 198.41 feet to a point;

N 00°49'59" E, a distance of 623.24 feet to a point;

THENCE: Departing the east right-of-way line of said Applewhite Road, over and across said Lot 1, the following bearing and distances:

N 86°00'00" E, a distance of 1279.68 feet to a point;

S 04°00'00" E, a distance of 2035.25 feet to a point;

**EXHIBIT A-3**  
**(continued)**

62.3 Acres  
Job No.: 12021-027  
Page 2 of 2

Southwesterly, along a tangent curve to the right, said curve having a radius of 75.00 feet, a central angle of 90°23'36", a chord bearing and distance of S 41°11'48" W, 106.43 feet, for an arc length of 118.32 feet to the POINT OF BEGINNING and containing 62.3 acres in Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared by Pape-Dawson.

This document was prepared under 22TAC138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: Pape-Dawson  
Texas Registered Survey Firm # 10028800  
DATE: June 3, 2026  
JOB NO. 12021-027  
DOC. ID. N:\CIVIL\12021-027\Word\12021-027 FN\_62.3 Ac.docx



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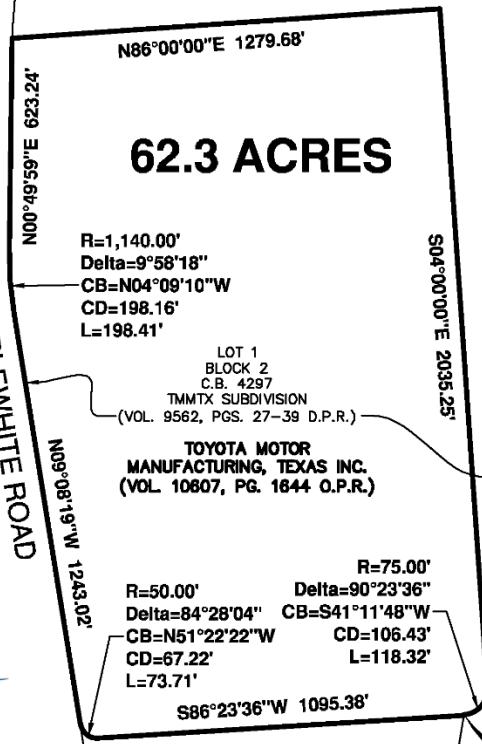
**PAPE-DAWSON**

**EXHIBIT A-3**  
(continued)

**NOTES:**

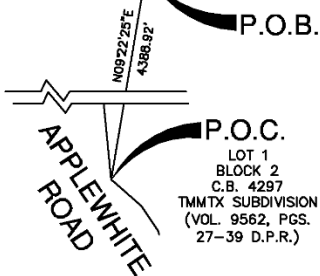
1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 12021-027 BY PAPE-DAWSON.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. DISTANCES ARE SHOWN IN U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22TAC138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



**LEGEND:**

- D.R. DEED RECORDS OF BEXAR COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- P.R. PLAT RECORDS OF BEXAR COUNTY, TEXAS
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING



**PAPE-DAWSON**  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.0000  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028620

JUNE 3, 2026

SHEET 1 OF 1  
JOB No.: 12021-027

REFERENCE:



## EXHIBIT A-4

### Existing Main Plant and Related Parking Areas

(137.6 acres)

# PAPE—DAWSON

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#### METES AND BOUNDS DESCRIPTION FOR

A 137.6 acre tract of land out of Lot 1, Block 2, County Block 4297, TMMTX SUBDIVISION, recorded in Volume 9562, Pages 27-39, of the Deed and Plat Records of Bexar County, Texas, described in deed to Toyota Motor Manufacturing, Texas Inc., recorded in Volume 10607, Page 1644, of the Official Public Records of Bexar County, Texas. Said 137.6 acre tract 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 on the southwest corner of said Lot 1 on the east right-of-way line of Applewhite Road;

THENCE: N 33°59'04" E, over and across said Lot 1, a distance of 5388.35 feet to the POINT OF BEGINNING of this herein described tract;

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

S 86°00'00" W, a distance of 1759.21 feet to a point;

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 75.00 feet, a central angle of 26°42'28", a chord bearing and distance of S 72°38'46" W, 34.64 feet, for an arc length of 34.96 feet to a point;

S 86°00'00" W, a distance of 32.18 feet to a point;

S 81°45'07" W, a distance of 54.00 feet to a point;

S 86°00'00" W, a distance of 235.63 feet to a point;

Northwesterly, along a tangent curve to the right, said curve having a radius of 75.00 feet, a central angle of 86°31'08", a chord bearing and distance of N 50°44'26" W, 102.80 feet, for an arc length of 113.25 feet to a point;

N 03°27'58" W, a distance of 2591.84 feet to a point;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 75.00 feet, a central angle of 84°55'42", a chord bearing and distance of N 43°32'09" E, 101.27 feet, for an arc length of 111.17 feet to a point;

N 86°00'00" E, a distance of 118.90 feet to a point;

N 87°33'47" E, a distance of 146.63 feet to a point;

**EXHIBIT A-4**  
**(continued)**

137.6 Acres  
Job No.: 0000-000  
Page 2 of 2

N 85°52'56" E, a distance of 1948.09 feet to a point;

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 75.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 49°00'00" E, 106.07 feet, for an arc length of 117.81 feet to a point;

S 04°00'00" E, a distance of 391.81 feet to a point;

S 86°00'00" W, a distance of 543.49 feet to a point;

S 04°00'00" E, a distance of 412.18 feet to a point;

Southeasterly, along a tangent curve to the left, said curve having a radius of 50.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 49°00'00" E, 70.71 feet, for an arc length of 78.54 feet to a point;

N 86°00'00" E, a distance of 273.50 feet to a point;

S 04°47'54" E, a distance of 381.79 feet to a point;

N 86°00'00" E, a distance of 214.67 feet to a point;

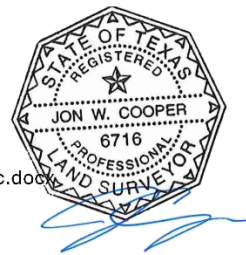
S 04°00'00" E, a distance of 768.49 feet to a point;

S 86°00'00" W, a distance of 197.99 feet to a point;

S 04°00'00" E, a distance of 639.31 feet to the POINT OF BEGINNING and containing 137.60 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared by Pape-Dawson.

This document was prepared under 22TAC138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: Pape-Dawson  
Texas Registered Survey Firm # 10028800  
DATE: June 3, 2026  
JOB NO. 12021-027  
DOC. ID. N:\CIVIL\12021-027\Word\12021-027 FN\_137.6 Ac.docx



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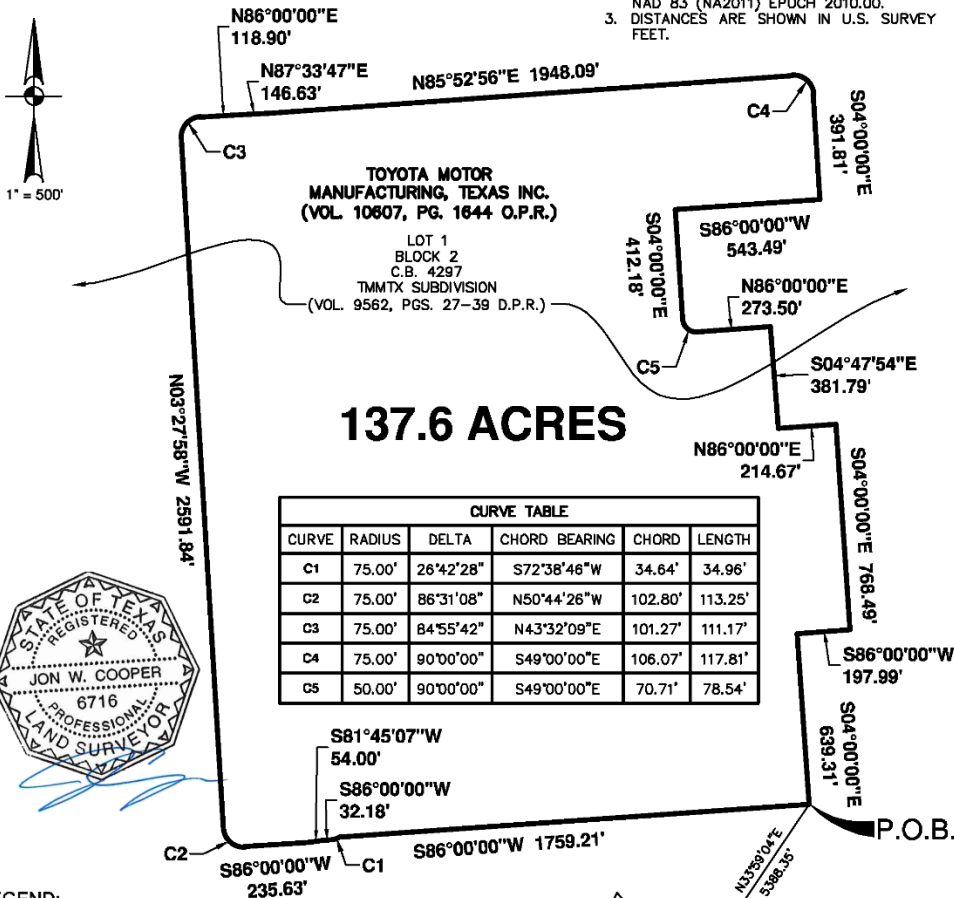
**PAPE-DAWSON**

**EXHIBIT A-4**  
(continued)

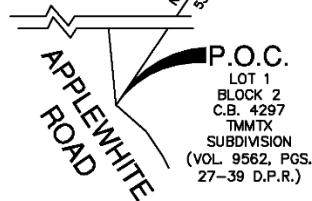
THIS DOCUMENT WAS PREPARED UNDER 22TAC138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

**NOTES:**

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 12021-027 BY PAPE-DAWSON.
2. THE BEARINGS ARE 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.
3. DISTANCES ARE SHOWN IN U.S. SURVEY FEET.



**LEGEND:**  
 D.R. DEED RECORDS OF BEXAR COUNTY, TEXAS  
 O.P.R. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS  
 D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS  
 P.R. PLAT RECORDS OF BEXAR COUNTY, TEXAS  
 P.O.C. POINT OF COMMENCING  
 P.O.B. POINT OF BEGINNING



Pape-Dawson, Inc. 2026, 15 26th St., Suite 600, Houston, TX 77058  
 File # 1000000000-2021-027, EX. 137.6 ACRES

**PAPE-DAWSON**  
 2006 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028600

JUNE 3, 2026

SHEET 1 OF 1  
 JOB No.: 12021-027

REFERENCE:



**EXHIBIT A-5**

**Existing Marshaling Yard Area**

**(62.8 acres)**

**PAPE – DAWSON**

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METES AND BOUNDS DESCRIPTION  
FOR

A 62.8 acre tract of land out of Lot 1, Block 2, County Block 4297, TMMTX Subdivision recorded in Volume 9562, Pages 27-39 of the Deed and Plat Records of Bexar County, Texas, described in deed to Toyota Motor Manufacturing, Texas Inc., recorded in Volume 10607, Page 1644, of the Official Public Records of Bexar County, Texas. Said 62.8 acre tract being more fully described as follows:

COMMENCING: At a point on the southwest corner of said Lot 1 on the east right-of-way line of Applewhite Road;

THENCE: N 47°19'01" E, over and across said Lot 1, a distance of 7646.03 feet to the POINT OF BEGINNING of the herein described tract;

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

N 04°00'00" W, a distance of 294.16 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 5.00 feet, a central angle of 89°58'51", a chord bearing and distance of N 48°59'26" W, 7.07 feet, for an arc length of 7.85 feet to a point;

S 86°01'09" W, a distance of 71.00 feet to a point;

N 03°59'57" W, a distance of 424.76 feet to a point;

S 86°00'00" W, a distance of 228.66 feet to a point;

N 04°00'00" W, a distance of 1013.68 feet to a point;

N 86°00'00" E, a distance of 1401.84 feet to a point;

N 89°00'58" E, a distance of 162.98 feet to a point;

S 82°22'38" E, a distance of 156.37 feet to a point;

S 01°03'51" W, a distance of 211.33 feet to a point;

S 07°36'52" E, a distance of 263.42 feet to a point;

S 04°00'00" E, a distance of 875.00 feet to a point;

S 86°00'00" W, a distance of 29.51 feet to a point;

S 04°00'00" E, a distance of 297.99 feet to a point;

**EXHIBIT A-5**  
**(continued)**

62.8 Acre  
Job. No.: 12021-027  
Page 2 of 2

S 86°00'00" W, a distance of 496.42 feet to a point;

S 04°00'00" E, a distance of 20.00 feet to a point;

S 86°00'00" W, a distance of 25.00 feet to a point;

N 04°00'00" W, a distance of 20.00 feet to a point;

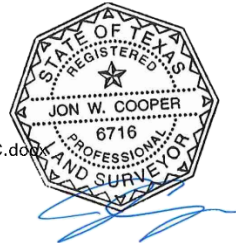
S 86°00'00" W, a distance of 286.58 feet to a point;

S 04°00'00" E, a distance of 51.16 feet to a point;

S 86°00'00" W, a distance of 573.52 feet to the POINT OF BEGINNING and containing 62.8 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared by Pape-Dawson.

This document was prepared under 22TAC138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: Pape-Dawson  
Texas Registered Survey Firm # 10028800  
DATE: June 2, 2026  
JOB NO. 12021-027  
DOC. ID. N:\CIVIL\12021-027\Word\12021-027 FN\_62.8 AC.docx



**EXHIBIT A-5**  
(continued)

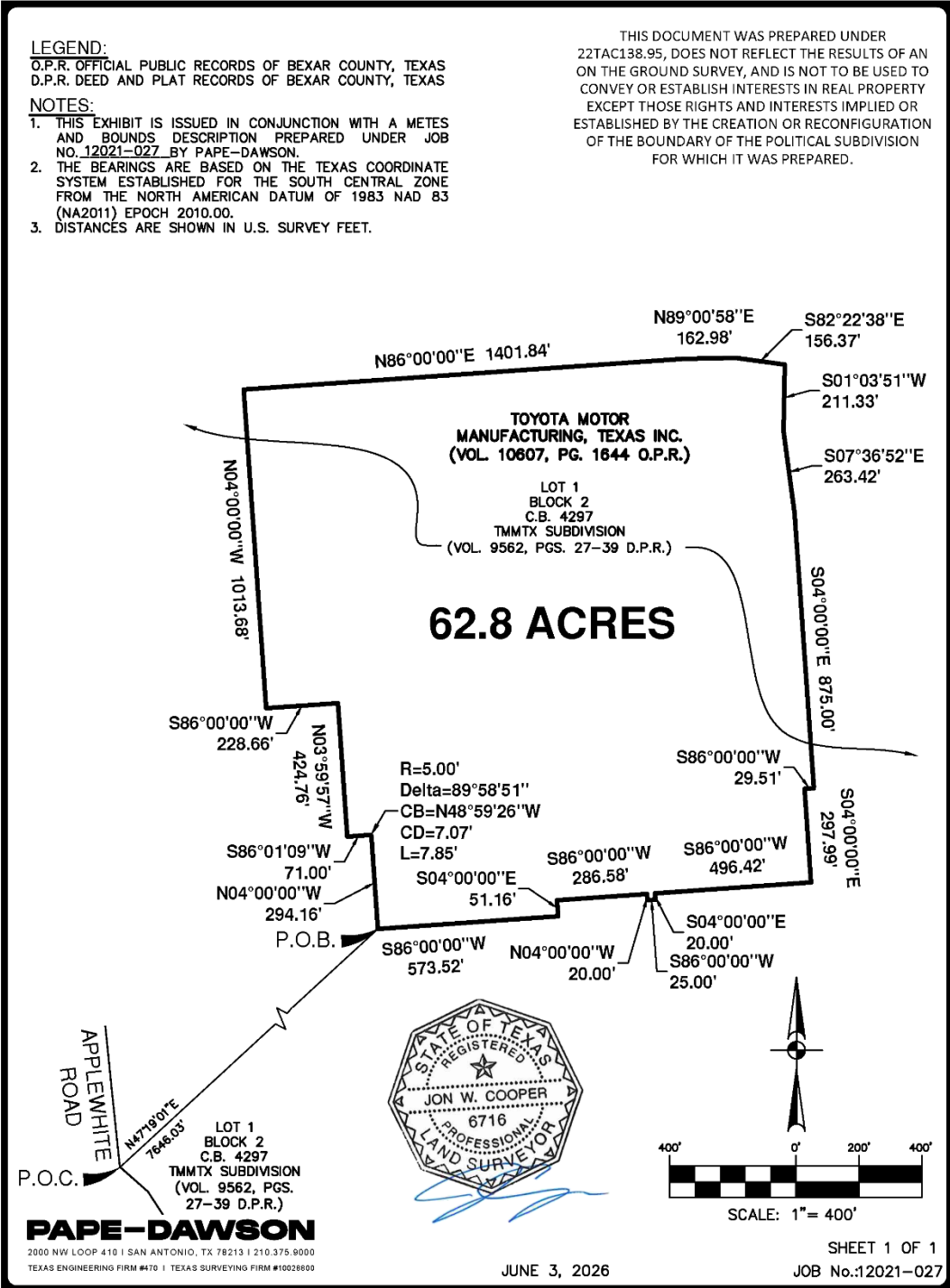
**LEGEND:**

O.P.R. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS  
D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

**NOTES:**

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 12021-027 BY PAPE-DAWSON.
2. THE BEARINGS ARE 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.
3. DISTANCES ARE SHOWN IN U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22TAC138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



Date: Jun 03, 2026, 2:31pm User ID: JonCooper  
File: \\pape-dawson\pape-dawson\Drawings\12021-027\12021-027.dwg 62.8 Acres

REFERENCE



**EXHIBIT B: INCENTIVE REPORTING FORM**

Company Name:

Reporting Period:

Name/Phone/Email of Person Preparing Report:

<b>Real Property: Expenditures associated with Real Property Improvements under this Agreement (Verification may include AIA forms, receipts, invoices, request for payment from contractor, etc.)</b>	
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	\$
<b>4. Is the company compliant with its Real Property Improvements investment requirement? Yes / No / Completed / Not Applicable.</b>	
<b>Personal Property: Expenditures associated with Personal Property Improvements under this Agreement (Verification may include receipts, invoices, requests for payment, etc.)</b>	
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	\$
<b>8. Is the Company compliant with its Personal Property Improvements investment requirement? Yes / No / Completed / Not Applicable.</b>	
<b>Inventory/Supplies (if applicable): (Verification may include receipts, invoices, requests for payment, etc.)</b>	
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
<b>Jobs: New Full-time Jobs created under this Agreement (Verification: payroll registers with total number of employees, dates of hire, hourly wages, etc). Note: jobs reported below must meet eligibility requirements per the incentive agreement to include job location and wage requirements.</b>	
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
<b>Wages: Please refer to your company's Agreement(s) for specific wage requirements.</b>	
18. What is the minimum hourly wage paid at the Project Site (For supporting documents, see above.)	
19. All Required Jobs meet or exceed the County Average Annual Wage (most recent four (4) quarters of publicly available QCEW data as of January 1st of the reporting year period).	Yes / No
<b>Additional Contractual Obligations (As applicable per your Agreement)</b>	
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)	
23. Local Hire Requirement: During this reporting: <ul style="list-style-type: none"> <li>[ ] of [ ] Full-Time Employees lived in Bexar County Zip Codes or SA Zip Codes and/or ETJ Zip Codes at the time of hire.</li> </ul>	
<b>Certification</b>	
<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](mailto:monitoringandops@sanantonio.gov).

**EXHIBIT C: PRE-CONSTRUCTION/CONSTRUCTION PHASE 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: \_\_\_\_\_



**EXHIBIT D: LOCAL HIRE REQUIREMENT ZIP CODE LIST**

ZIP CODE	POSTAL CITY	TYPE OF ZIP	REPORTING DESIGNATION
ZIP Code 78002	Atascosa	Standard	COUNTY
ZIP Code 78006	Boerne	Standard	COUNTY
ZIP Code 78015	Boerne	Standard	COUNTY
ZIP Code 78023	Helotes	Standard	COUNTY
ZIP Code 78039	La Coste	Standard	COUNTY
ZIP Code 78052	Lytle	Standard	COUNTY
ZIP Code 78069	Somerset	Standard	COUNTY
ZIP Code 78073	Von Ormy	Standard	COUNTY
ZIP Code 78101	Adkins	Standard	COUNTY
ZIP Code 78108	Cibolo	Standard	COUNTY
ZIP Code 78109	Converse	Standard	COUNTY
ZIP Code 78112	Elmendorf	Standard	COUNTY
ZIP Code 78124	Marion	Standard	COUNTY
ZIP Code 78148	Universal City	Standard	COUNTY
ZIP Code 78152	Saint Hedwig	Standard	COUNTY
ZIP Code 78154	Schertz	Standard	COUNTY
ZIP Code 78201	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78202	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78203	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78204	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78205	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78206	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78207	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78208	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78209	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78210	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78211	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78212	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78213	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78214	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78215	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78216	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78217	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78218	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78219	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78220	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78221	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78222	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78223	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78224	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78225	San Antonio	Standard	SA &/OR ETJ

ZIP Code 78226	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78227	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78228	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78229	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78230	San Antonio	Standard	SA &/OR ETJ
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ZIP Code 78235	San Antonio	Standard	SA &/OR ETJ
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ZIP Code 78238	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78239	San Antonio	Standard	SA &/OR ETJ
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ZIP Code 78243	San Antonio	Standard	SA &/OR ETJ
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ZIP Code 78255	San Antonio	Standard	SA &/OR ETJ
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ZIP Code 78261	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78263	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78264	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78266	San Antonio	Standard	SA &/OR ETJ
ZIP Code 78150	Jbsa Randolph	Standard	SA &/OR ETJ
ZIP Code 78234	Jbsa Ft Sam Houston	Standard	SA &/OR ETJ
ZIP Code 78236	Jbsa Lackland	Standard	SA &/OR ETJ