



WHEREAS, to the extent COMPANY incurs public infrastructure improvement costs associated to this Project that COUNTY approves in advance, COUNTY will provide up to **Five Million Dollars (\$5,000,000.00) in funding for approved public infrastructure improvements (“Infrastructure Grant”)** and as such will enter into a separate agreement outlining the terms and conditions related to the improvements (“*Infrastructure Grant Agreement*”); and

WHEREAS, the Commissioners Court finds that the proposed investment, as described in this Agreement, is consistent with the expansion of primary employment and the attraction of major investment in the Zone, which contributes to economic development in Bexar County and the enhancement of the tax base, and is in compliance with other applicable laws.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

**ARTICLE I**  
**DEFINITIONS**

- 1.01 “*Application*” for purposes of this Agreement shall mean the Joint Incentive Application for Tax Abatement Assistance dated on or about June 27, 2023 on file with the COUNTY Commissioners Court and incorporated herein for all purposes.
- 1.02 “*Base Value*” for purposes of the abatement on the Real Property (as defined in Article I, Paragraph 1.12), to include the Eligible Improvement (as defined in Article I, Paragraph 1.06), shall mean the assessed value, as of January 1, 2024. Base Value for purposes of the abatement on Personal Property (as defined in Article I, Paragraph 1.11 hereof) shall mean the assessed value of any Personal Property associated with COMPANY’s operations and located at the Facility prior to the Effective Date (as defined in Article II, Paragraph 2.05). Such values shall be determined by the Bexar Appraisal District (“*Appraisal District*”) under applicable Texas law.
- 1.03 “*Business Activities*” for purposes of this Agreement shall mean all of the COMPANY’S activities relating to (i) the manufacture, assembly, production, and distribution of heavy equipment, as well as similar operations of any Related Organization, and (ii) incidental uses for other purposes designed primarily for the use and benefit of COMPANY’S employees or the general public such as athletic facilities and fields, picnic areas, health care facilities, childcare facilities, a visitor center or other similar uses .
- 1.04 “*Certificate of Completion*” means the sworn certificate in the form attached as Exhibit “E”, incorporated herein for all purposes upon submission to the COUNTY by COMPANY, affirming that all capital investments contemplated by this Agreement have been made, and that no uncured breach of any term or condition of this Agreement then exists.
- 1.05 “*Employee Benefits*” for the purposes of this Agreement shall mean the benefit coverage plans offered to the Employment Positions (as defined in Article I, Paragraph 1.07). Employees of COMPANY shall be entitled to the comprehensive benefits package, which shall consist of a benefits package that is substantially similar to the benefits package offered to similarly situated employees of JCB Manufacturing, Inc. provided that the

parties acknowledge and agrees that such benefits package which may change from time to time in accordance with the applicable benefits market and any applicable changes in law.

- 1.06 “**Eligible Improvement**” for purposes of this Agreement shall mean the Facility (as defined in Article I, Paragraph 1.08) which will be constructed/renovated on the Real Property and utilized by COMPANY.
- 1.07 “**Employment Positions**” for purposes of this Agreement shall mean non-temporary, full-time employees of COMPANY or a Related Organization at the Facility working at least forty (40) hours per week and eligible for the Employee Benefits; provided, however the term “at the Facility” shall not be construed to require any individual to be physically present at the Facility every business day so long as such individual (i) resides in Bexar County or a contiguous county, or (ii) is required to be physically present at the Facility at least two (2) times per week.
- 1.08 “**Facility**” for purposes of this Agreement shall mean the real property improvements comprising the COMPANY’S new facility as highlighted in Exhibit “B”, which will be constructed on the Real Property and utilized by COMPANY and/or Related Organization only (i) to conduct the Business Activities, or (ii) for other purposes that are designed primarily for the use and benefit of employees of COMPANY and/or Related Organizations (e.g., on-site childcare or healthcare facilities); provided, however, COUNTY acknowledges the presence of, or occupancy of certain areas of the Property by, suppliers and other vendors on the Property shall not affect COMPANY’S rights hereunder.
- 1.09 “**Force Majeure**” for purposes of this Agreement shall mean (i) an act of God or natural disaster, (ii) the outbreak of war, political unrest or a labor strikes (in jurisdictions and/or industries related to the supply chain or labor force required for COMPANY 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 COMPANY, or (iv) other non-natural events which are beyond the control of the COMPANY and which have a direct adverse impact on its Business Activities, each of which is not resulting from the gross negligence, intentional act or misconduct of COMPANY. The burden to prove the occurrence of an event of Force Majeure shall rest solely with COMPANY and only upon written submission detailing the event to the COUNTY’S Economic Development Department Executive Director.
- 1.10 “**Improvements**” for purposes of this Agreement shall have the meaning assigned by the Texas Tax Code §1.04(3)(A).
- 1.11 “**Personal Property**” for purposes of this Agreement shall have the meaning assigned by the Texas Tax Code §1.04(4) and (5) and shall include equipment, furniture, fixtures, inventory, and supplies required for the Business Activities as determined by the COMPANY in its sole discretion. The Personal Property subject to abatement of taxes pursuant to this Agreement is only that Personal Property brought onto the Real Property after the Effective Date.

- 1.12 **“Real Property”** for purposes of this Agreement shall mean the parcel of land on which the Facility will be located. A legal description of the Real Property is attached as Exhibit “A” and is incorporated herein for all purposes.
- 1.13 **“Recapture Period”** for purposes of this Agreement shall mean the period beginning on January 1st of the year immediately following the year in which the Tax Abatement Period (as defined in Article I, Paragraph 1.15) ends and continuing for a period of six (6) years through December 31st of that sixth year.
- 1.14 **“Related Organization(s)”** for the purposes of this Agreement shall mean a parent, subsidiary or affiliate organization of COMPANY or new entity created as a result of a merger, acquisition, or other corporate restructure or reorganization of COMPANY, or any component thereof.
- 1.15 **“Tax Abatement”** for purposes of this Agreement shall mean: 1) the percentage of the increase in the assessed value of the Real Property (to include the Facility), above the Base Value, which will be exempt from ad valorem taxation in accordance with the Texas Tax Code; and 2) the percentage of the assessed value of the tangible Personal Property owned by COMPANY and located on the Real Property after the Effective Date of this Agreement which will be exempt from ad valorem taxation, subject to the terms and conditions herein.
- 1.15 **“Tax Abatement Period”** for purposes of this Agreement shall mean the period beginning on the earlier to occur of (a) January 1st of the year following completion of the Improvements and commencement of Business Activities, or (b) January 1, 2029, and continuing for a period of ten (10) years thereafter through December 31 of that 10th year.

**ARTICLE II**  
**TERMS OF TAX ABATEMENT**

- 2.01 A Tax Abatement of one hundred percent (100%) shall be granted to COMPANY on the increase in the assessed value, above the Base Value, of the Real Property and the Facility, and on the assessed value of the Personal Property located on the Real Property after the Effective Date, provided COMPANY is in compliance with the terms and conditions of this Agreement. However, if COMPANY fails to meet the Employment Commitments set out in Article IV of this Agreement as of December 31 of any one year of the Tax Abatement Period, the amount of the Tax Abatement for the next following tax year shall be reduced by a commensurate percentage (**“Sliding Scale”**). As an example, if COMPANY only establishes and maintains ninety percent (90%) of the Employment Commitment as of December 31st of year 6 of the Tax Abatement Period, the COMPANY will only qualify for ninety percent (90%) of the Tax Abatement amount calculated on the taxes which become due and owing as of January 1st of year 7. However, this Sliding Scale is subject to a floor of fifty percent (50%). Should the COMPANY fail to establish and maintain at least fifty percent (50%) of the Employment Commitment (as described in Article IV) by December 31 of any year during the Tax Abatement Period, the OWNER and COMPANY will not qualify for any abatement of taxes during the subsequent tax year and the COUNTY will have the right, at its discretion, to declare a default and terminate this Agreement.

- 2.02 COMPANY shall establish a separate tax account for the Personal Property subject to this Agreement with the Appraisal District and provide those tax account number(s) to the COUNTY promptly after such information becomes available.
- 2.03 The property eligible for Tax Abatement under this Agreement will be:
- (a) the Personal Property to be located on the Real Property and in the Zone after the Effective Date; and
  - (b) the Real Property and the Facility.
- 2.04 The ad valorem taxes eligible for Tax Abatement under this Agreement shall be the ad valorem taxes levied by the Commissioners Court for and on behalf of COUNTY only, and shall not include taxes levied by the Commissioners Court for and on behalf of the Bexar County Hospital District operating as University Health System or the Bexar County Flood Control District.
- 2.05 The Agreement shall begin on the date of execution by COUNTY ("*Effective Date*") and shall terminate upon expiration of the Recapture Period ("*Term*").
- 2.06 COMPANY agrees that during the Term of this Agreement, it shall occupy the Facility (after it is constructed for purposes of its Business Activities in the Zone).
- 2.07 COMPANY agrees that during the Term of this Agreement it shall not:
- (a) discontinue and/or cease its Business Activities at the Facility for a period of six (6) months for any reason, excepting a Force Majeure event. Should such a cessation of Business Activities occur, the COUNTY's determination of the date of cessation in accordance with the terms and conditions of the Agreement shall be conclusive unless COMPANY presents credible evidence to clearly indicate an alternate date. Notwithstanding the foregoing, but provided that COMPANY continues to satisfy the Employment Commitment (as described in Article IV, Paragraph 4.02 and the wage and benefit levels required under this Agreement, COUNTY shall not be deemed to have ceased its Business Activities should the period of cessation exceed six (6) months;
  - (b) relocate all, or alternatively, a significant portion, of its Business Activities with respect to the Facility, to a location outside of the Zone, unless the purpose for such relocation is to transfer the Business Activities, and all its Employment Positions, to another building or facility located within Bexar County, Texas; or
  - (c) utilize any substantial portion of the Facility for any purpose other than the Business Activities for a period of sixty (60) days, unless prior written consent has been obtained from Commissioners Court.

Notwithstanding Section 2.07(b), a relocation of a portion or component of COMPANY's Business Activities from inside the Zone shall not be deemed to have

occurred provided that Manufacturer is otherwise performing its obligations under this Agreement.

- 2.08 COMPANY agrees to pay, before the delinquency date, all of its ad valorem taxes due with respect to the Real Property and Personal Property.
- 2.09 COMPANY understands and agrees that the Base Value of the Real Property and the Personal Property, and the tax levy based on said Base Value, shall not decrease, but taxes may increase and that the amount of ad valorem taxes paid by COMPANY attributable to the Real Property and Personal Property shall not be less than the amount of taxes attributable to the Real Property and the Personal Property paid for the tax year this Agreement was executed, except in the event of casualty or condemnation of the Real Property Improvements and Personal Property Improvements in the Zone. Notwithstanding the foregoing, the COUNTY acknowledges that the amount of property taxes paid by COMPANY with respect to the real property improvements and personal property may be subject to reduction as a result of depreciation of such personal property in accordance with schedules and methods approved by Bexar Appraisal District in its reasonable discretion. However, COMPANY shall have the right to protest and/or contest appraisals over and above the Base Value.
- 2.10 COMPANY agrees to furnish the Appraisal District with such information outlined in the Texas Tax Code as is necessary for abatement and appraisal purposes, as well as any accounting or tax records deemed necessary by the Appraisal District for the abatement. In addition, COMPANY agrees to provide the Appraisal District any and all information requested by the Appraisal District in regards to the eventual sale of the Real Property, should this event occur during the Term of the Agreement.
- 2.11 COMPANY agrees to maintain the Facility in good repair and condition during the Term of this Agreement, normal wear and tear and damage by fire, flood or other casualty not caused as a result of the gross negligence, intentional act or misconduct of COMPANY excepted. Compliance with the maintenance obligations imposed herein shall be presumed if COMPANY follows its normal and customary maintenance procedures and schedules.

**ARTICLE III**  
**CAPITAL INVESTMENT COMMITMENTS**

- 3.01 This Agreement and the Tax Abatement granted hereunder is conditioned on COMPANY complying with the capital investment commitments described in this Article III.
- 3.02 COMPANY agrees that its capital investment in the Real and Personal Property at the Facility shall be in an amount not less than TWO HUNDRED SIXTY FIVE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$265,700,000.00). COMPANY agrees that its investment in Real Property (to include any pre-development and closing costs expended in connection with the acquisition of the Real Property) to be located at the Facility shall be in an amount not less than ONE HUNDRED THIRTY TWO MILLION EIGHT HUNDRED THOUSAND DOLLARS AND NO CENTS (\$132,800,000.00). COMPANY agrees that its investment in Personal Property to be located at the Facility

shall be in an amount not less than ONE HUNDRED THIRTY-TWO MILLION NINE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$132,900,000.00). Subject to any applicable notice, grace and Cure Periods (as defined in Article I, Paragraph 7.01), such investments must be completed by December 31, 2028.

- 3.03 It is the intent of the parties to this Agreement that the amount of the investments to be made by COMPANY and described in Article III, Paragraph 3.02 represent a minimum level of investment only. Any additional investments are allowed and shall be made by COMPANY in its sole discretion and shall be covered by the benefits of this Agreement if consistent with the Business Activities.
- 3.04 COMPANY agrees to provide COUNTY with written notice of when the capital investment requirements set forth in Article III, Paragraph 3.02 are satisfied (and any additional capital investment occurring during the Tax Abatement Period) in accordance with the reporting requirements of set forth in Section 3.08 below.
- 3.05 COMPANY agrees that the Personal Property shall be located entirely within Bexar County and solely within the Zone; other than vehicles and other titled property comprising Personal Property and which may move freely outside of the Zone as part of transport purposes and other activities ancillary but otherwise required as part of the Business Activities.
- 3.06 COMPANY agrees that construction of the Facility shall comply with:
- (a) all applicable building codes and ordinances, including but not limited to flood, subdivision, building, electrical, plumbing, fire, and life safety codes and ordinances, as amended; and
  - (b) all applicable city, county, state, and federal laws, rules, regulations, statutes, ordinances, orders, and codes, as amended.
- 3.07 COMPANY understands and agrees that the Tax Abatement granted hereunder applies only to the Real Property, the Facility and the Personal Property, as identified in Article II, Paragraph 2.03 above. 3.08 COMPANY agrees to furnish COUNTY with semi-annual reports in a form satisfactory to COUNTY that is substantially similar to Exhibit "F" (each a "**Compliance Certificate**") certifying as to its compliance with its capital investment commitments and shall include information on the extent and amount of its investments in the Facility and Personal Property that occurred during the semi-annual period preceding the submission of such reports. COMPANY agrees to submit the reports by March 1<sup>st</sup> (covering the period July 1 through December 31) and September 1<sup>st</sup> (covering the period January 1 through June 30) (each such period a "**Reporting Period**") of each year until such time as it has certified that all of the investments in the Facility and Personal Property contemplated by this Agreement are complete. COUNTY may require that the reports include information on capital expenditures, to include purchase order numbers, vendor names, and dollar amounts paid for all of the capital investments, actual costs, and book values. These reports must be prepared and administered in accordance with generally accepted accounting principles. Upon ten (10) business days prior notice by COUNTY to

COMPANY, COUNTY and its employees and agents shall have access to the Real Property and the Facility for the purpose of inspection to ensure that the Facility has been constructed and the Personal Property has been acquired, all in accordance with the terms and conditions of this Agreement, and to ensure that the use of the Facility in the Zone is consistent with this Agreement. Such inspections shall be conducted in such a manner as to (i) not unreasonably interfere with the operation of the Property or the Business Activities; and (ii) comply with COMPANY's reasonable safety and security requirements.

**ARTICLE IV**  
**EMPLOYMENT COMMITMENTS**

- 4.01 This Agreement and the Tax Abatement granted hereunder, is conditioned on COMPANY creating the agreed number of Employment Positions at the Facility and complying with the additional employment commitments described in this Article IV throughout the Term.
- 4.02 COMPANY represents that as of the date of execution of this Agreement, it has no full-time employees in permanent Employment Positions at the Facility in Bexar County, Texas ("**Employment Baseline**"). COMPANY covenants and agrees that, subject to any applicable notice, grace and Cure Periods (as defined in Article I, Paragraph 7.01), COMPANY and Related Organizations will create not less than One Thousand Five Hundred Eighty (1,580) new Employment Positions at the Facility over and above the Employment Baseline ("**Employment Commitment**") on or before December 31, 2028.
- 4.03 COMPANY covenants and agrees that once its Employment Commitment is achieved pursuant to the schedule outlined above, subject to any applicable notice, grace and Cure Periods (as defined in Article I, Paragraph 7.01), COMPANY and Related Organizations will maintain not less than the cumulative total number of Employment Positions in the Zone as described in Section 4.02, above ("**Total Employment Positions**") through the Term.
- 4.03 Reserved.
- 4.04 COMPANY agrees that from the Effective Date throughout the Term of this Agreement, one hundred percent (100%) of all Employment Positions at the project location shall be paid a minimum wage, not including benefits, of at least twelve dollars thirty-eight cents (\$12.38) per hour.
- 4.05 COMPANY agrees that within one year from the Effective Date, seventy percent (70%) of all new and existing Employment Positions at the project location shall be paid a minimum wage, not including benefits, of at least sixteen dollars ninety-four cents (\$16.94) per hour.
- 4.06 COMPANY agrees to make a good faith effort to recruit at least fifty percent (50%) of the new Employment Positions created and maintained with qualified Bexar County residents.
- 4.07 COMPANY agrees that from the Effective Date throughout the Term of this Agreement, all of the Employment Positions created to comply with the Employment Commitment described in Article IV, Paragraph 4.02 shall be entitled to Employee Benefits.

COMPANY agrees that during each year of the Term of this Agreement, it will continue to offer all of its Employment Positions an employee benefits package for the Employment Positions that is similar to the benefits package described in Article I, Paragraph 1.05. A current copy of COMPANY's benefits package shall be maintained on-site and shall be made available to the COUNTY or its designee for review during each semi-annual certification period. a COUNTY acknowledges and agrees that such benefits package may be modified from time to time corporate wide based on the applicable health care markets, applicable law or otherwise.

- 4.08 COMPANY agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, disability, or political belief or affiliation.
- 4.09 COMPANY agrees to comply with all applicable federal and state laws governing the employer-employee relationship including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Family and Medical Leave Act, and Title I and V of the Americans with Disabilities Act.
- 4.10 COMPANY also agrees that it shall conduct its Business Activities in accordance with all applicable federal, state and local laws.
- 4.11 COMPANY agrees to furnish COUNTY with semi-annual reports substantially similar to Exhibit "F," certifying as to its compliance with the Employment Commitment and shall include information on the number of new Employment Positions created, and the total Employment Positions retained and maintained. COMPANY further agrees that the reports shall certify as to the number of Bexar County residents employed by COMPANY and the salaries of the individuals in Employment Positions at the Facility, including those Employment Positions created in accordance with Article IV, Paragraph 4.02. COMPANY agrees to submit the reports by March 1st (covering the period July 1 through December 31) and September 1st (covering the period January 1 through June 30) of each year during the Term of this Agreement. Upon ten (10) business days prior notice by COUNTY to COMPANY, COUNTY and its employees and agents shall have access to the Facility for the purpose of viewing the payroll registers and related backup information to verify the information provided in the reports. Such inspections shall be conducted in such a manner as to (i) not unreasonably interfere with the operation of the Property or the Business Activities; and (ii) comply with COMPANY's reasonable safety and security requirements.

## **ARTICLE V**

### **GRANTS AND DISBURSEMENT**

- 5.01 **Employment Grant.** Pursuant to the terms and conditions of this Agreement, the COUNTY shall grant to COMPANY a sum not to exceed the amount of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)** to be paid as described in Section 5.02 below (the "Funds").

- 5.02 The amount of the disbursement of the Employment Grant shall be an amount equivalent to One-Thousand Dollars (\$1,000.00) multiplied by the number of New Employment Positions created and maintained with a salary at or greater than \$50,000 annually for such annual period in addition to any other New Employment Positions previously claimed under this Agreement and invoiced to the COUNTY by COMPANY and hired on or prior to December 31, 2028. For example, if fifty (50) New Employment Positions are claimed on the December 31, 2025 semi-annual certification report, and ten (10) of those positions are unfilled in the June 30, 2026 semi-annual certification report, but fifty (50) more positions are created i during such period, the net New Employment Positions for June 30, 2026 semi-annual certification period will be forty (40).
- 5.03 Public Infrastructure Grant. The COUNTY intends to provide a Public Infrastructure Grant in an amount up to Five Million Dollars (\$5,000,000.00) by separate written agreement.
- 5.04 Rollback Taxes Grant. COUNTY will reimburse COMPANY for all Rollback Taxes paid by COMPANY, which are anticipated to only include Rollback Taxes for 2021, 2022 and 2023. COUNTY and COMPANY acknowledge and agree that the Bexar County Tax Assessor estimates that the total amount of the rollback taxes for all taxing jurisdictions for the Property is Seven Hundred Two Thousand Two Hundred Three Dollars and No Cents (\$702,203.00). The COUNTY shall reimburse COMPANY for Rollback Taxes in three (3) installments as follows: (i) Two Hundred Thirty-Four Thousand Sixty-Eight Dollars and No Cents (\$234,068.00), payable within thirty (30) days after receipt by COUNTY of an invoice issued by COMPANY (the "Initial Payment Date"), (ii) Two Hundred Thirty-Four Thousand Sixty-Eight Dollars and No Cents (\$234,068.00), payable on the first (1<sup>st</sup>) anniversary of the Initial Payment Date after receipt by COUNTY of an invoice issued by COMPANY, and (iii) Two Hundred Thirty-Four Thousand Sixty-Seven Dollars and No Cents (\$234,067.00), payable on the second (2<sup>nd</sup>) anniversary of the Initial Payment Date after receipt by COUNTY of an invoice issued by COMPANY.
- 5.05 The Funds shall be disbursed by the COUNTY, upon invoice from COMPANY and approved by County, in accordance with the Prompt Payment Act, Texas Government Code Chapter 2251.

**ARTICLE VI**  
**REPRESENTATIONS OF COMPANY**

- 6.01 COMPANY represents that the Facility will be used only for the Business Activities defined in Article I, Paragraph 1.03. COMPANY agrees that any change in the use of the Facility must have the prior approval of the Commissioners Court, such approval not to be unreasonably withheld, and any other governmental entity having an interest in the ad valorem taxation of the property subject to this Agreement. Notwithstanding the foregoing, for purposes of any undeveloped portion of the Real Property which is not intended to be used for development of the Facility, the COMPANY may also enter into cattle leases, wind-farm leases or any other type of land lease until such time as such leased Real Property is otherwise developed by the COMPANY so long as such leasing activity is ancillary to the Business Activities and no abatement of leasehold taxes are provided to third-parties.

- 6.02 COMPANY represents that, to its knowledge, there is no litigation pending or threatened against either party or any of their affiliates for any violations under the Occupational Safety and Health Act (29 U.S.C. §§651, et seq.), and agrees to provide COUNTY with notice of such actions if discovered subsequent to execution of this Agreement.
- 6.03 COMPANY represents that the Facility is not in an improvement project financed by tax increment bonds.
- 6.04 COMPANY represents that no bonds for which COUNTY is liable have been or will be used to finance any portion of this project.
- 6.05 COMPANY represents that no interest in any of the property subject to Tax Abatement under this Agreement is presently held by or leased to, and that it shall not sell or lease an interest in such property to, a member of the Commissioners Court, the City of San Antonio Council, the City of San Antonio Zoning and Planning Commissioners, or any other officer or employee of COUNTY or the City of San Antonio, or any member of the governing body of any taxing unit joining in or adopting this Agreement, as long as this Agreement is in effect.
- 6.06 COMPANY represents that the information provided and the representations made in the Application are true and correct.

**ARTICLE VII**  
**DEFAULT, TERMINATION, AND RECAPTURE**

- 7.01 Except as expressly provided in this Article VII, should COUNTY determine that COMPANY has failed to comply with any term or condition of this Agreement, or if any representation or warranty made by COMPANY to COUNTY in this Agreement is false or misleading in any material respect, then COUNTY may declare a default and terminate this Agreement in accordance with the procedure described herein. If COUNTY provides COMPANY with written notice of default, and such default is not cured within sixty (60) days from the date of such notice ("*Cure Period*"), then this Agreement shall automatically terminate effective as of the date such notice is sent. COUNTY may, in its sole discretion, extend the Cure Period if COMPANY commences the cure within the Cure Period and is diligently pursuing such cure.
- 7.02 In the event of termination pursuant to Paragraph 7.01, COMPANY agrees that ad valorem taxes will be due for the calendar year during which the written notice leading to such termination occurred (if termination occurs during the Tax Abatement Period), and shall accrue without abatement for all years thereafter.
- 7.03 In addition, if this Agreement is terminated, COMPANY agrees to repay to COUNTY all, or a portion, of ad valorem taxes previously abated hereunder as provided below. The amount of previously abated taxes subject to recapture by COUNTY shall be determined by multiplying the total taxes abated by the applicable percentage, based on the calendar

year that the written notice of default is sent that results in termination of this Agreement, in accordance with the Recapture Schedule below:

<b>RECAPTURE SCHEDULE</b>	
<b>Year in which Notice Resulting in Termination is Sent</b>	<b>Total Taxes Previously Abated Shall be Multiplied by</b>
During the Tax Abatement Period	100%
Year 1 of a Recapture Period	100%
Year 2 of a Recapture Period	80%
Year 3 of a Recapture Period	60%
Year 4 of a Recapture Period	40%
Year 5 of a Recapture Period	20%
Year 6 of a Recapture Period	10%

COMPANY agrees that the taxes otherwise abated which become due and owing under this Article VI shall be paid to COUNTY within sixty (60) days after the effective date of such termination. It is not a waiver of default if COUNTY fails to declare immediately a default, or delays in taking any action with respect to a default, or fails to take any action with respect to a default.

- 7.04 In the event any property subject to this Agreement is taken by any public or quasi-public authority under the powers of eminent domain, condemnation, or expropriation, then the Tax Abatement as to that portion of the property affected shall terminate and there shall be no recapture of taxes or other penalty.
- 7.05 The remedies contained in this Agreement are non-exclusive and COUNTY shall have any and all remedies it may be entitled to in law or in equity. The exercise of any remedy by COUNTY shall not be deemed as a waiver of any other remedy to which COUNTY may be entitled.
- 7.06 Should COUNTY and/or Related Organization(s) fail to: satisfy the Employment Commitment for three (3) or more consecutive reporting periods, achieve the capital investment requirements as and when required pursuant to Article III, Paragraph 3.02, comply with the certification requirements of either Article III, Paragraph 3.08 or Paragraph 4.09, or if any representations or warranties made by COMPANY to COUNTY in this Agreement are (or become) false or misleading in any material respect (a "Triggering Event"), then COMPANY and COUNTY shall endeavor in good faith to resolve any dispute related thereto until such time as the Executive Director of the COUNTY's Economic Development Department, in his/her sole discretion but acting in good faith, deems further attempts to resolve the dispute unproductive and notifies COUNTY in writing. If COMPANY and COUNTY are not able to so resolve any such dispute, then COUNTY may proceed, in accordance with the procedures described herein,

to declare a default with respect to the Triggering Event and seek to terminate this Agreement. COUNTY shall provide COMPANY with written notice of the occurrence of a Triggering Event, and if such Triggering Event is not cured within the Cure Period, then COUNTY may terminate this Agreement by providing written notice to COMPANY. In the event of such termination, COMPANY agrees that ad valorem taxes attributable to any property owned or leased by COMPANY and/or a Related Organization(s) will be due for the calendar year during which the written notice leading to such termination occurred (if termination occurs during the Tax Abatement Period), and shall accrue without abatement for all years thereafter. In addition, if such termination occurs, COMPANY agrees to repay to COUNTY all, or a portion, of ad valorem taxes attributable to property owned or leased by COMPANY and/or a Related Organization(s) that were previously abated in accordance with the schedule set forth in Paragraph 7.01 above; provided, however, that with respect to a default relating to satisfaction of the capital investment requirements, the repayment of abated taxes shall be subject to the limitation set forth in Article III, Paragraph 3.03.

- 7.07 The termination and/or recapture of taxes provided in this Article VII are not applicable to situations involving minor changes to the description of the Real Property, or changes in ownership or in management thereof, so long as COMPANY, its parent, subsidiary, a Related Organization or other successor or assignee approved by the COUNTY in accordance with Article VIII below continues to conduct the Business Activities and maintain the Employment Commitment as described hereinabove.

#### **ARTICLE VIII** **ASSIGNMENT**

- 8.01 No legal or business entity other than COMPANY shall be entitled to receive the benefit of the Tax Abatement provided herein, including any entity resulting from a merger, reorganization, or any other form of business combination involving COMPANY, without the prior written consent of COUNTY acting by and through the Commissioners Court, such consent not to be unreasonably withheld. No COUNTY consent is required for an assignment or transfer to J.C.B. Service ("Parent") or a subsidiary of Parent. Any attempted transfer of the rights and responsibilities under this Agreement or the assignment of this Agreement to any unaffiliated individual or entity, without prior approval of COUNTY, acting by and through the Commissioners Court, shall be void.
- 8.02 In the event of an assignment by COMPANY to which COUNTY has consented in writing, the assignee, or the assignee's legal representative, shall agree in writing with COUNTY to assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement. COMPANY agrees that such an assignment shall in no way relieve it from any obligation created under this Agreement.

#### **ARTICLE IX** **NOTICES**

- 9.01 All notices provided to be given under this Agreement shall be in writing, and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid, and addressed to the proper party

at the address which appears below, or at such other address as the parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY: County Judge  
101 West Nueva Street, Suite 1019  
San Antonio, Texas 78205-3482  
Attn: Tax Abatement Agreement

with a copy to: Commissioner, Precinct 1  
101 West Nueva Street, Suite 1009  
San Antonio, Texas 78205-3481

and, Executive Director  
Economic Development Department  
101 West Nueva Street, Suite 944  
San Antonio, Texas 78205-3450

and, Chief, Civil Section  
Bexar County District Attorney's Office  
101 West Nueva  
San Antonio, Texas 78205

If to COMPANY: JCB Texas, LLC  
45 NE Loop 410, Suite 901  
San Antonio, Texas, 78216  
Attn: David Carver

and, Norton Rose Fulbright US LLP  
111 W. Houston St., Suite 1800  
San Antonio, Texas 78205  
Attention: John Jennings

**ARTICLE X**  
**SEVERABILITY**

10.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word contained in this Agreement 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 provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

**ARTICLE XI**  
**APPLICABLE LAW**

- 11.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state. Venue for any action (including any action brought under Federal Law in Federal Court) brought hereunder will be exclusively in Bexar County, Texas.

**ARTICLE XII**  
**INCORPORATION OF OTHER DOCUMENTS**

- 12.01 The following exhibits are attached hereto and incorporated herein for all purposes:
- Exhibit "A" Legal Description of the Real Property
  - Exhibit "B" Site Plan
  - Exhibit "C" Joint Incentive Application
  - Exhibit "D" Reserved
  - Exhibit "E" Certificate of Completion
  - Exhibit "F" Bexar County Semi-Annual Tax Abatement Compliance Report

**ARTICLE XIII**  
**AMENDMENT OF DOCUMENTS**

- 13.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**ARTICLE XIV**  
**PRIOR AGREEMENTS SUPERSEDED**

- 14.01 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes all prior understandings or written or oral agreements between the parties respecting the subject matter within.

**ARTICLE XV**  
**MULTIPLE COUNTERPARTS**

- 15.01 This Agreement may be executed by the parties in several counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

**ARTICLE XVI**  
**CERTIFICATION**

- 16.01 COMPANY, by execution of this Agreement, certifies, warrants, and represents that it is in full compliance with Chapter 2264 of the Texas Government Code and that a violation, as set forth in section 2264.052 of the Texas Government Code, shall constitute a breach of this Agreement and this Agreement shall terminate without necessity of the sixty (60)

day notice requirement contained in Article VI herein above. The COUNTY shall provide written notice to COMPANY of such a breach and within one hundred twenty (120) days after notice is sent, COMPANY shall repay all amounts received pursuant to this Agreement with interest to be calculated at the maximum legal rate as established under Texas law. The COUNTY, in its sole discretion, may extend the period for repayment set forth herein. In addition, COMPANY agrees to pay all costs and expenses, including attorney's fees, incurred by the COUNTY in enforcing this provision.

- 16.02 In the event of termination pursuant to the above Article XVI, Paragraph 16.01, COMPANY agrees that ad valorem taxes will be due for the calendar year during which the written notice leading to such termination is sent (if termination occurs during the Tax Abatement Period), and shall accrue without abatement for all years thereafter.

**ARTICLE XVII**  
**REQUIRED CERTIFICATIONS**

- 17.01 By execution of this Agreement, the undersigned representative of and duly authorized agent for COMPANY represents and warrants that:
- a) In accordance with Texas Government Code § 2270, COMPANY do not boycott Israel currently and will not boycott Israel during the Term of this Agreement; and
  - b) In accordance with Texas Government Code § 2252, COMPANY is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code and does not enter into contracts, provide goods or services, or otherwise do business with any company identified on the list prepared under the provisions of Section 2252.153 of the Texas Government Code.
  - c) In accordance with Texas Government Code § 2274, COMPANY does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the agreement against a firearm entity or firearm trade association; and
  - d) In accordance with Texas Government Code § 2274, COMPANY does not boycott energy companies and will not boycott energy companies during the term of the agreement.

**ARTICLE XVIII**  
**SEC. 381.005. PROVISION OF CERTAIN INFORMATION TO COMPTROLLER**

- 18.01 Not later than the 14th day after the execution of this Agreement pursuant to Chapter 381.005(c), COUNTY shall submit to the Texas Comptroller the information described by Section [403.0246\(c\)](#), Texas Government Code and shall provide on the COUNTY website a direct link to the location of this Agreement information published on the comptroller's Internet website.

**ARTICLE XIX**  
**COMMISSIONERS COURT AUTHORIZATION**

19.01 This Agreement was approved by Order of the Commissioners Court dated August 6, 2024 authorizing the County Judge to execute this Agreement on behalf of COUNTY. The Tax Abatement and Grants contemplated by this Agreement is expressly subject to the fulfillment by COMPANY of all of the terms and conditions described herein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals effective this 6  
day of August, 2024.

**COUNTY OF BEXAR**

**JCB TEXAS, LLC,**  
A Delaware limited liability company

By:   
PETER SAKAI  
County Judge

By:   
Name: Richard Fox-Marrs  
Title: President

Date: June 17, 2024

**APPROVED AS TO LEGAL FORM:**

Criminal District Attorney  
County of Bexar, Texas

Digitally signed by Calderon, Gerard A.  
DN: cn=Calderon, Gerard A., email=gcalderon@bexar.org  
Date: 2024.06.17 16:06:58 -05'00'

By:

GERARD A. CALDERON  
Assistant Criminal District Attorney  
Civil Section

**APPROVED AS TO FINANCIAL CONTENT:**

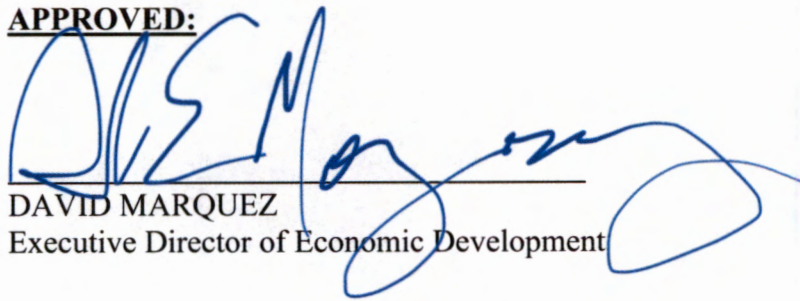


LEO S. CALDERA, CIA, CGAP  
County Auditor



DAVID SMITH  
County Manager

**APPROVED:**



DAVID MARQUEZ  
Executive Director of Economic Development

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE REAL PROPERTY**

**[See attached]**

**EXHIBIT "A"**  
Legal Description

Tract 1

A 227.772 acre, or 9,921,728 square feet more or less, tract of land being all of that called 227.283 acre tract described in deed recorded in [Volume 9985, Page 1522](#) of the Official Public Records of Bexar County, Texas, conveyed to Trustee of The Curtis Harry Mahla Revocable Trust, out of the Fernando Rodriguez, Survey No. 16, Abstract No. 15, County Block 4005, in the City of San Antonio, Bexar County, Texas. Said 227.772 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:

**BEGINNING:** A found concrete monument marked "SWB" at a northeast corner of said 227.283 acre tract and the northwest corner of a 2.066 acre tract described in [Volume 7055, Page 163](#) of the Deed Records of Bexar County, Texas, on the south right-of-way line of Walsh Road, a variable width public right-of-way, from which a found ½" iron rod at the northeast corner of said 2.066 acre tract and the northwest corner of a remainder portion of a 172.645 acre tract described in Document No. [20220062298](#) of the said Official Public Records, bears S 79°31'35" E, a distance of 300.30 feet;

**THENCE:** S 10°28'25" W, departing the south right-of-way line of Walsh Road, along and with the common line of said 227.283 acre tract and said 2.066 acre tract, a distance of 300.00 feet to a set ½" iron rod with a cap marked "Pape-Dawson" at the southwest corner of said 2.066 acre tract, a reentrant corner of said 227.283 acre tract;

**THENCE:** S 79°31'35" E, continuing along and with the said common line, a distance of 300.30 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the southeast corner of said 2.066 acre tract and a northeast corner of said 227.283 acre tract, on the west line of said remainder portion of 172.645 acre tract, from which a found ½" iron rod at the northeast corner of said 2.066 acre, bears N 10°28'25" E, a distance of 300.00 feet;

**THENCE:** S 20°17'23" W, along and with the common line of said 227.283 acre tract and said remainder portion of 172.645 acre tract, a distance of 3065.34 feet to a found ½" iron rod at an angle point of said 227.283 acre tract and at the northwest corner of a Two acre tract described in [Volume 9964, Page 451](#) of the said Official Public Records;

**THENCE:** S 10°39'27" W, along and with the common line of said 227.283 acre tract and said Two acre tract, a distance of 295.05 feet to a found ½" iron rod at the southwest corner of said Two acre tract and a reentrant corner of said 227.283 acre tract;

**THENCE:** S 79°33'21" E, continuing along and with the said common line, a distance of 295.40 feet to a found ½" iron rod at the southeast corner of said Two acre tract, an angle point of said 227.283 acre tract and an angle point of said remainder portion of 172.645 acre tract;

**THENCE:** S 66°02'23" E, along and with the common line of said remainder portion of 172.645 acre tract and said 227.283 acre tract, a distance 125.67 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

**THENCE:** S 62°18'33" E, continuing along and with the common line of said remainder portion of 172.645 acre tract and said 227.283 acre tract, at a distance of 395.07 feet passing a found ½" iron rod with a yellow cap marked "Pape-Dawson", and continuing for a total distance of a distance of 457.80 feet to a point in the center line of Leon Creek;

**THENCE:** Along and with the center line of said Leon Creek and the south line of said 227.283 acre tract, the following bearings and distances

S 69°45'04" W, a distance of 119.51 feet to a point;

S 77°40'05" W, a distance of 145.58 feet to a point;

S 46°34'29" W, a distance of 154.24 feet to a point;

S 37°22'07" W, a distance of 256.12 feet to a point;

S 26°23'08" W, a distance of 149.64 feet to a point;

S 43°02'40" W, a distance of 309.29 feet to a point;

**EXHIBIT "A"**  
Legal Description

S 38°34'09" W, a distance of 165.73 feet to a point;  
S 52°50'53" W, a distance of 376.41 feet to a point;  
S 70°17'57" W, a distance of 262.50 feet to a point;  
S 64°52'53" W, a distance of 107.90 feet to a point;  
S 31°19'29" W, a distance of 99.41 feet to a point;  
S 52°00'51" W, a distance of 57.31 feet to a point;  
S 07°33'44" W, a distance of 56.86 feet to a point;  
S 15°53'15" E, a distance of 44.95 feet to a point;  
S 51°08'38" E, a distance of 94.57 feet to a point;  
S 08°43'53" E, a distance of 75.56 feet to a point;  
S 42°51'07" E, a distance of 48.48 feet to a point;  
S 04°43'20" E, a distance of 100.81 feet to a point;  
S 22°01'17" W, a distance of 69.47 feet to a point;  
S 31°00'20" W, a distance of 115.45 feet to a point;  
S 38°24'19" W, a distance of 206.17 feet to a point;  
S 85°21'28" W, a distance of 155.31 feet to a point;  
N 53°37'41" W, a distance of 65.54 feet to a point;  
N 41°31'21" W, a distance of 264.10 feet to a point;  
N 51°07'45" W, a distance of 171.98 feet to a point;  
N 46°01'56" W, a distance of 379.86 feet to a point;  
N 47°26'12" W, a distance of 306.39 feet to a point;  
N 54°12'33" W, a distance of 143.68 feet to a point;  
N 53°44'26" W, a distance of 147.73 feet to a point;  
N 26°26'54" W, a distance of 240.59 feet to a point;  
N 43°43'13" W, a distance of 106.05 feet to a point;  
N 08°35'25" W, a distance of 138.79 feet to a point;  
N 03°12'34" E, a distance of 283.52 feet to a point;  
N 12°40'56" W, a distance of 94.97 feet to a point;

**EXHIBIT "A"**  
Legal Description

N 34°38'01" W, a distance of 78.44 feet to a point;

N 38°14'55" W, a distance of 116.09 feet to a point;

N 37°32'48" W, a distance of 123.24 feet to a point;

N 19°21'22" W, a distance of 122.51 feet to a point;

N 10°09'00" W, a distance of 103.34 feet to a point on the east right-of-way line of Palo Alto Road, Highway 16, a 230-foot wide public right-of-way;

THENCE: Along and with the east right-of-way line of said Palo Alto Road, the following bearings and distances:

N 49°48'05" E, a distance of 1662.46 feet to a point from which a found TxDOT monument (Type I), bears S 55°05'50" W, a distance of 0.59 feet;

Northeasterly, along a tangent curve to the left, said curve with a radius of 2979.93 feet, a central angle of 41°14'00", a chord bearing and distance of N 29°11'05" E, 2098.55 feet, for an arch length of 2144.53 feet to a point from which a found TxDOT monument (Type I), bears S 24°43'53" W, a distance of 0.44 feet;

THENCE: N 08°34'05" E, a distance of 824.80 feet to a point at the south end of the cutback line at the southeast corner of the intersection of said Palo Alto Road and Zarzamora Road, a 100-foot wide public right-of-way, from which a found TxDOT monument (Type I), bears N 15°10'04" E, a distance of 0.56 feet;

THENCE: N 54°18'35" E, along and with said cutback line, a distance of 87.22 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the north end of said cutback line;

THENCE: S 79°55'29" E, along and with the south right-of-way line of said Zarzamora Road and the north line of said 227.283 acre tract, a distance of 358.16 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Southeasterly, continuing along and with the south right-of-way line of said Zarzamora Road and the north line of said 227.283 acre tract, along a non-tangent curve to the left, said curve having a radius of 1195.93 feet, a central angle of 14°40'42", a chord bearing and distance of S 87°15'50" E, 305.54 feet, for an arc length of 306.38 feet to found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 79°44'48" E, continuing along and with the south right-of-way line of said Zarzamora Road, the south right-of-way line of said Walsh Road and the north line of said 227.283 acre tract, a distance of 361.78 feet to the POINT OF BEGINNING and containing 227.772 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 12804-00 by Pape-Dawson Engineers, Inc.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

**EXHIBIT "A"**  
Legal Description

Tract 2

A 173.654 acre, or 7,564,378 square feet more or less, tract of land being all of the remaining portion of that called 172.645 acre tract conveyed to SA 2, Ltd. by deed recorded in Document No. 20220062298 of the Official Public Records of Bexar County, Texas, and all of that called 2-Acre tract conveyed to SA 2, Ltd. by deed recorded in Document No. 20230154533 of the Official Public Records of Bexar County, Texas, out of the Fernando Rodriguez, Survey No. 16, Abstract 15, County Block 4005, in the City of San Antonio, Bexar County, Texas. Said 173.654 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:

BEGINNING: At a found ½" iron rod at the northeast corner of said called 172.645 acre tract, at the intersection of the south right-of-way line of Walsh Road, a variable width public right-of-way, with the west right-of-way line of Applewhite Road, a variable width public right-of-way;

THENCE: Along and with the east line of said called 172.645 acre tract, the west right-of-way line of said Applewhite Road, the following bearings and distances:

S 08°48'34" W, a distance of 377.24 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 05°43'53" W, a distance of 438.48 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 04°41'55" W, a distance of 55.66 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 00°00'01" W, a distance of 501.90 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 00°13'55" E, a distance of 43.00 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 02°39'06" W, a distance of 393.94 feet to a found ½" iron rod;

S 05°17'28" W, a distance of 55.05 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 14°50'32" W, a distance of 142.15 feet to a found ½" iron rod;

S 15°54'02" W, a distance of 400.72 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 18°08'15" W, a distance of 86.73 feet to a found ½" iron rod;

S 29°05'28" W, a distance of 89.42 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 17°04'28" W, a distance of 155.81 feet to a found ½" iron rod;

S 19°27'31" W, a distance of 160.65 feet to a found ½" iron rod;

S 15°40'13" W, a distance of 260.25 feet to a found ½" iron rod;

S 22°38'19" W, a distance of 134.22 feet to a found ½" iron rod;

S 11°54'45" W, a distance of 224.13 feet to a point in the center line of Leon Creek;

THENCE: Along and with the meanders of the center line of Leon Creek, the following bearings and distances:

N 66°09'51" W, a distance of 7.66 feet to a point;

N 79°29'11" W, a distance of 33.39 feet to a point;

S 82°12'48" W, a distance of 44.96 feet to a point;

N 69°47'16" W, a distance of 47.47 feet to a point;

**EXHIBIT "A"**  
Legal Description

S 85°43'10" W, a distance of 87.67 feet to a point;  
N 86°10'02" W, a distance of 84.13 feet to a point;  
S 74°46'32" W, a distance of 86.15 feet to a point;  
S 32°21'55" W, a distance of 31.63 feet to a point;  
S 66°37'50" W, a distance of 90.68 feet to a point;  
S 69°17'34" W, a distance of 79.77 feet to a point;  
N 88°57'10" W, a distance of 48.72 feet to a point;  
N 55°55'20" W, a distance of 32.42 feet to a point;  
N 77°53'24" W, a distance of 73.04 feet to a point;  
N 55°51'54" W, a distance of 97.28 feet to a point;  
N 65°27'11" W, a distance of 73.77 feet to a point;  
S 84°56'28" W, a distance of 152.05 feet to a point;  
S 81°26'50" W, a distance of 236.11 feet to a point;  
S 85°00'09" W, a distance of 201.89 feet to a point;

THENCE: Departing the center line of said Leon Creek, along and with a south line of said called 172.645 acre tract, a north line of a called 227.283 acre tract conveyed to Curtis Harry Mahla, Trustee of the Curtis Harry Mahla Revocable Trust by deed recorded in Volume 9985, Page 1522 of the Official Public Records of Bexar County, Texas, the following bearings and distances:

N 62°18'33" W, at a distance of 62.73 feet passing a found ½" iron rod with a yellow cap stamped "Pape-Dawson" and continuing for a total distance of 457.80 feet to a found ½" iron rod with a yellow cap stamped "Pape-Dawson";

N 66°02'23" W, a distance of 125.67 feet to a found ½" iron rod at the southeast corner of said called 2-acre tract;

THENCE: N 79°33'21" W, along and with the south line of said called 2-acre tract, a north line of said called 227.283 acre tract, a distance of 295.40 feet to a found ½" iron rod at the southwest corner of said called 2-acre tract, an interior corner of said called 227.283 acre tract;

THENCE: N 10°39'27" E, along and with the west line of said called 2-acre tract, an east line of said called 227.283 acre tract, a distance of 295.05 feet to a found ½" iron rod at the northeast corner of said called 2-acre tract;

THENCE: N 20°17'23" E, along and with the east line of said called 227.283 acre tract, the west line of said called 172.645 acre tract, a distance of 3065.34 feet to a found ½" iron rod with a yellow cap stamped "Pape-Dawson" at the southeast corner of a called 2.066 acre tract conveyed to Southwestern Bell Telephone Company by deed recorded in Volume 7055, Page 163 of the Deed Records of Bexar County, Texas, a northeast corner of said called 227.283 acre tract;

THENCE: N 10°28'25" E, along and with the east line of said called 2.066 acre tract, the west line of said called 172.645 acre tract, a distance of 300.00 feet to a found ½" iron rod at the northeast corner of said called 2.066 acre tract, the northwest corner of said called 172.645 acre tract, on the south right-of-way line of said Walsh Road;

THENCE: S 79°55'03" E, along and with the north line of said called 172.645 acre tract, the south right-of-way line of said Walsh Road, a distance of 1717.49 feet to the POINT OF BEGINNING and containing 173.654 acres in the City of San

**EXHIBIT "A"**  
Legal Description

Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 13148-01 by Pape-Dawson Engineers.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

**EXHIBIT "B"**

**SITE PLAN**

**[See attached]**





**EXHIBIT "C"**  
**JOINT INCENTIVE APPLICATION**  
**[See attached]**



# JOINT INCENTIVE APPLICATION

Effective as of January 1, 2023



## COMPANY INFORMATION

Legal name of company seeking incentive (Applicant): JCB Inc.

Applicant headquarters address: 2000 Bamford Blvd. City: Pooler State: GA Zip: 31322-9504  
Country: United States of America

Website: www.jcb.com

Applicant officer name: Richard Fox-Marrs  
marrs@jcb.com

Phone: 912.447.2000

Email: richard.fox-

Primary contact for application: Name: Richard Fox-Marrs

Title: North America President & CEO

Phone: 912.447.2000

Email Address: richard.fox-marrs@jcb.com

Is Applicant a franchise?  Yes  No

Is Applicant a subsidiary?  Yes  No

Name of parent company (if applicable): J.C.B. Service

State of Formation: Maryland

Ownership:  Private  Public

Does the company have authority to do business in Texas?  Yes  No

Check applicable documents indicating authority to do business in Texas from the Texas Secretary of State:

- Articles of Incorporation
- Certificate of Existence or Status
- Assumed Name Certificate
- Other \_\_\_\_\_
- Certificate of Formation

Business structure (i.e., Limited Liability Company (LLC), Partnership, Corporation): Corporation

## PROJECT DETAILS

Proposed project address: 13610 SH 16 S City: San Antonio, TX 78224 Zip:

County precinct: 1 City Council district: 4 School district: Southwest ISD

Was the Applicant referred by Greater SATX, site selector, consultant, etc.?  Yes  No

If yes, by whom: greater:SATX

Check all that apply:

- New Business / Start-up
- Expansion
- Open New Location
- Relocation from Out-of-State
- Relocation within Bexar County or City of San Antonio
- Consolidation or Relocation (jobs being moved from area outside of Bexar County)
- From: \_\_\_\_\_
- None Apply

Describe the project, including capital improvements (real and personal property) to be undertaken, the facility's use, and the product or service to be produced.

TX SKY is the world's largest privately-owned manufacturer of construction, agricultural and industrial equipment. From its U.S. headquarters in Savannah, Georgia, and at 22 other manufacturing facilities in the United Kingdom, China, India, and Brazil, TX SKY manufactures a range of more than 300 products for customers in 150 countries. This project will serve as an expansion of its existing North American Manufacturing footprint. The facility will produce equipment that is currently produced in the UK and India, to bring their product closer to the consumer and create capacity within those facilities. This facility will produce Telescopic Handlers, and two variants of Aerial Work Platforms. This facility is projected to produce 15,000 units in year one and 33,000 units in year 2 and 3. TX SKY anticipates staffing with 1,580 team members and ~\$265.7 million in new capital investment.

New construction     Expansion     Lease improvements

Does/will the Applicant own or lease the proposed project's real property?     Own     Lease

If owned, indicate date of acquisition:

If leased:

- Indicate the landlord/owner.
- Indicate lease term.                      Years    Expiration date:    /    /

Project industry:

- Advance Manufacturing
- Bioscience Anchors & Catalysts
- Corporate Services
- IT Security & Infrastructure
- Mobility
- Sustainable Energy
- Other NAICS Code: 423830

Company NAICS code:

Explain how the proposed San Antonio project and operations would fit into the applicant company's existing operations (if applicable). This project will serve as an expansion of our existing North American Manufacturing footprint.

List other communities that are being considered for the project location (if applicable).

Savannah, GA

Why is an incentive necessary for the project to succeed financially?

The competing site is currently owned by TX SKY and would not require the same level of capital investment required to launch the project in Texas. The State of Georgia and City of Savannah have been aggressive with their proposal and incentives are strong around job creation with the state offering \$36M for jobs created and tax credit savings. The state has also agreed to an additional \$22M in recruiting support. The city has provided an infrastructure grant in the amount of \$10.5M. The total support provided under the Georgia Incentive program is currently \$125M. An incentive is needed to strengthen the business case of a Texas facility over a Georgia expansion.

List any incentives sought or received from other taxing entities in connection with this project.

TX SKY will pursue the Texas Enterprise Fund, Texas Enterprise Zone designation, In-State Tuition, the Skills Development fund grant, and any other programs for which the project may qualify.

Has the applicant company previously received an incentive from Bexar County or from the City of San Antonio?     Yes     No

If yes, explain:    N/A

- Indicate the time period (MM/YY): /
- Is/was the applicant company in compliance with all terms and conditions:  Yes  No

Does an elected, appointed, or employed member of any taxing entity presently own any interest in this project, applicant company, or parent company?  Yes  No

If yes, explain: N/A

Does an employee or official of Bexar County or of the City of San Antonio presently own any interest in this project, applicant company, or parent company?  Yes  No

If yes, explain: N/A

Will any other entity be financially involved with the proposed project?

List each participating entity:

Is the applicant company delinquent in the payment of *ad valorem* taxes to any taxing unit located in Bexar County?

Yes  No If yes, explain: N/A

**INVESTMENT INFORMATION (U.S. Dollars)**

Will this project result in any direct residential displacement<sup>1</sup>?  Yes  No

Indicate estimated improvement values for proposed project:

Real property: \$153,000,000 Personal property: \$132,800,000

Indicate intended schedule of investment:

	Real Property Investment		Personal Property Investment
Year 1 (2023)	\$28,100,000	Year 1 (2023)	\$0
Year 2 (2024)	\$54,900,000	Year 2 (2024)	\$29,000,000
Year 3 (2025)	\$46,000,000	Year 3 (2025)	\$45,000,000
Year 4 (2026)	\$4,000,000	Year 4 (2026)	\$25,900,000
Year 5 (2027)	\$0	Year 5 (2027)	\$24,700,000

Note: Please attach file(s) if additional space is needed.

List existing Bexar Appraisal District tax account numbers associated with the proposed project.

Real property: 04005 - 000 - 0136 ; 04005 - 000 - 0138 ; 04005 - 000 - 0137

Personal property: - - ; - - ; - -

**JOB WAGE AND BENEFITS INFORMATION**

Total global workforce: Full-time: 15,000 Part-time: Seasonal:

<sup>1</sup> Direct residential displacement means one or more occupied and habitable households will be required to permanently move for the proposed development at the specified location.

Total national workforce: Full-time: 1,026 Part-time: Seasonal:

Current Bexar County workforce: Full-time: N/A Part-time: N/A Seasonal: N/A

For Bexar County expansion projects only, indicate the number of full-time jobs to be retained: N/A

Indicate the minimum number of new<sup>2</sup>, full-time jobs to be created at project site (total): 1,580 with the lowest base hourly wage being \$21.81, as requested below.

	Number of new full-time jobs created per year
Year 1 (2023)	0
Year 2 (2024)	0
Year 3 (2025)	0
Year 4 (2026)	0
Year 5 (2027)	995

Note: Please attach file(s) if additional space needed.

Indicate the base hourly wage for new full-time employees at project site (excluding benefits, bonuses, commissions, and other non-guaranteed wages):<sup>3</sup>

If applying for the City of San Antonio Incentive Program\*, fill out the following:

Hourly Wage	\$17.50 - \$20.54/hr	\$20.55 - \$24.99/hr	\$25.00 - \$29.99/hr	\$30.00 - \$34.99/hr	\$35.00 - \$39.99/hr	\$40.00 - \$44.99/hr	\$45.00/hr or higher
Number of full-time employees	0	644	702	54	82	60	38
Number to be filled by relocated workers							

\*For City of San Antonio, 90% of all employees must earn a minimum of \$20.54 an hour, and no employee can earn less than \$17.50/hr at project site.

If applying for Bexar County Incentive Program\*\*, fill out the following:

Hourly Wage	Below \$15.43/hr	\$15.43 - \$18.25/hour	\$18.25 - \$32.57/hour	Above \$32.58/hour

<sup>2</sup> These jobs must not simply relocate current employees from within the San Antonio Metropolitan Statistical Area. A permanently contracted job will not be considered a "new job."

<sup>3</sup> All new and existing employees must meet specific wage requirements. Please refer to the City of San Antonio Economic Development Tax Abatement Guidelines for full details. [www.sanantonio.gov/edd](http://www.sanantonio.gov/edd)

Number of full-time employees	0	0	1398	182
Number to be filled by relocated workers				

**\*\*For Bexar County, 100% of employees must earn a minimum of \$15.43 an hour and after one full year of operations, 70% of all employees at project site must earn \$18.25 an hour. To be eligible for a Skill Development Grant, employee must be earning a minimum of \$32.58 an hour.**

Indicate the average annual salary for full-time existing jobs (if applicable): \$N/A

Indicate the average annual salary for new full-time jobs at proposed project site (projected): \$54,888.73

Indicate the average annual salary for all full-time jobs at proposed project site (existing and new): \$54,888.73

Indicate the number of new full-time jobs within the following annual salary ranges.<sup>4</sup>

\$53,400 - \$80,099	259
\$80,100 - \$88,109	38
\$88,110 - \$98,789	23
\$98,790 - \$104,129	2
\$104,130 +	36

<sup>4</sup> The City's Economic Development Incentive Fund (EDIF) Program requires a certain annual salary range per job grant. Please refer to City of San Antonio Economic Development Chapter 380 Policy for full details. [www.sanantonio.gov/edd](http://www.sanantonio.gov/edd)

Describe the benefits package that will be offered to employees and their dependents (or attach benefits summary, including paid time off policy). JCB goes above and beyond in providing comprehensive benefits to its employees. The company offers an extensive range of benefits, including health, dental, vision, 401(k), life insurance, long-term disability, and short-term disability. To ensure employees have access to quality healthcare, JCB subsidizes health and dental coverage by an average of 60%. Additionally, the company fully funds life insurance, long-term disability, and short-term disability plans, demonstrating its commitment to supporting employees in times of need. Furthermore, JCB is dedicated to helping employees secure their financial futures by offering a generous 401(k) program. The company provides a matching contribution of 50 cents for every dollar an employee contributes, up to 6% of their salary. This comprehensive benefits package showcases JCB's dedication to the well-being and financial security of its workforce.

All companies receiving City of San Antonio tax abatements or grants will be required to dedicate 10% of their abatement or rebate value per year into a dedicated spending account. All dedicated funds must be expended on training, transit, or childcare for their firm's employees. The City's Tax Abatement Guidelines define eligible uses of dedicated funds. Will this proposed project commit to this requirement?

Yes  No

All companies receiving City of San Antonio tax abatements or grants must commit to utilizing local, certified S/M/W/VBE companies for a minimum of 10% of all construction costs (both hard and soft) associated with the proposed project. Will this project commit to this requirement?  Yes  No

Indicate the utility requirements, including estimated water/sewer, energy and broadband usage for the proposed project site upon operation: The facility expects to consume around 600,000 gallons of water per

**ATTACHMENTS**

month and generate approximately 640,000 gallons of wastewater. The facility will require an electricity supply of 5MW, or 2,900,000 kilowatt-hours. Additionally, the facility will consume about 62,100 CCF of natural gas each month.

- Descriptive information regarding the applicant company, including financial statement and/or annual report, entity status, and organization chart identifying affiliates and subsidiaries.
- Metes and bounds, field notes, and/or a site survey showing the location of existing and proposed improvements.
- City of San Antonio's Discretionary Contracts Disclosure form, which can be found at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Companies must submit non-refundable application fees submitted in the form of a cashier's check or money order with their respective applications based upon the following schedules. Select "County of Bexar" if applying for Bexar County incentive only or select "City of San Antonio" if applying for City only incentive. Select both if applying for both City and County incentives.

County of Bexar:

Applicant Fee Criteria	Fee
Companies without Bexar County operations	\$1,000
Companies with existing Bexar County operations	\$500

City of San Antonio:

Incentive Type	Fee
Tax Abatement	\$2,500
Chapter 380 EDIF Assistance	\$2,500

If an entity is foreign-based and we are required to engage a third party to conduct a background check, the City may charge the Applicant a fee to cover such charges up to \$2,500.00, after providing Applicant written notice. If an Agreement has not been finalized within six (6) months of application, the City may terminate a pending application at its sole discretion. Any submission of a subsequent application following such a termination will require another application fee for consideration of the application.

**CERTIFICATION**

I understand and certify that I have read the County of Bexar's and the City of San Antonio's current incentive policies and guidelines. Tax Abatement Guidelines relate to the County of Bexar General Fund and to the City of San Antonio General Fund *ad valorem* taxes. Chapter 380 EDIF Assistance refers to the City of San Antonio Economic Develop Incentive Fund funded in the City's General Fund Budget. I am familiar with the provisions contained therein, and that the information provided in this application may become a part of an incentive agreement with the County of Bexar and/or with the City of San Antonio. I also certify that I am authorized to sign this application, that the information provided herein is true and correct, and that knowingly providing false information will result in voiding the application and the termination of any incentive agreement.

Signature: Richard Fox-Marrs Date (MM/DD/YY): 6 / 27 / 23

Printed Name: Richard Fox-Marrs Title: North America President & CEO

Applicant Company Name: JCB Manufacturing, Inc.

Mailing Address: 2000 Bamford Blvd.

City: Pooler State: GA Zip: 31322-9504

Telephone: (912) 447-2000 Mobile: (912) 447-2000 E-mail address: richard.fox-marrs@jcb.com

# **Contract Disclosure Form**



# CITY OF SAN ANTONIO

## Contracts Disclosure Form

Please print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

\*This is a:  New Submission  Correction  Update to previous submission

### \*1) Name of person submitting this disclosure form.

* First	M.I.	* Last	Suffix
Richard	W	Fox-Marrs	

### \*2) Contract Information

#### a) Contract or Project Name:

Project Texas Sky

#### b) Originating Department:

Economic Development

### \*3) Disclosure of parties, owners, and closely related persons.

a) Name of individual(s) or entity(ies) seeking a contract with the city. (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

**Name**

JCB Inc.

b) Name and title of contract signatory

**Name**

Richard Fox-Marrs

**Title**

President & CEO, JCB Inc.

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

**Type**

Owner

**Name**

Lord Anthony Bamford

Board Member	Alice Bamford
Officer of Entity	Graeme Macdonald
Officer of Entity	Richard Fox-Marrs
Officer of Entity	Christopher Giorgianni

**\*4) List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

- Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.
- Names of partner, parent, joint venture or subsidiary entities, and all the owners, board members, executive committee members, and officers of each entity:

Type	Name
Parent	J.C.B. Service

Names of owners, executive committee members, officers, partners, and directors:

Type	Name
Owner	Lord Anthony Bamford

**\*5) List any individuals or entities that will be subcontractors on this contract.**

- Not applicable. No subcontractors will be retained for this contract.
- Subcontractors may be retained, but have not been selected at the time of this submission.
- List of subcontractors, including the name of the owner(s), and business name:

**\*6) List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

- Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
- List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

**\*7) Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- any individual seeking contract with the city (Question 3)
- any owner or officer of entity seeking contract with the city (Question 3)
- any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- the spouse of any individual listed in response to (a) through (d) above
- any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

- Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.
- List of contributions:

## Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

## Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a. Any individual seeking a high-profile contract;
- b. Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- c. The legal signatory of the high-profile contract;
- d. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- e. Subcontractors hired or retained to provide services under the high-profile contract; and
- f. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

**Penalty.** A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

## \*8) Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

## \*9) Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

No

Yes

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

No

Yes

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No

Yes

## Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940

## Acknowledgements

### \*1. Updates Required

- I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

### \*2. No Contact with City Officials or Staff during Contract Evaluation

- I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

### \*3. Contribution Prohibitions for "High-Profile" Contracts

- This is not a high-profile contract.  
 This is a high-profile contract.

### \*4. Conflicts of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

## \* Oath

- I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

\* Your Name:

Richard Fox-Marrs

Title:

President & CEO, JCB Inc.

**\* Company Name or DBA:**

JCB Inc.

**Date:**

6/27/2023

Please print completed form and submit with  
proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966

GR.1075-01.PUR.REPORT.Contracts Disclosure Form  
Rev. 09/07/2021

# **Jobs & Investment**

<b>New Full Time Jobs Created by Year</b>	<b>Sum of # of Jobs</b>	<b>Average Annual Wage</b>
<b>2027</b>	<b>995</b>	<b>\$ 59,688.70</b>
Executive / Management / Admin.	151	\$ 91,748.34
Production - Assembly, Materials, Paint, Specialists, and Maintenance	844	\$ 53,952.91
<b>2028</b>	<b>585</b>	<b>\$ 46,724.67</b>
Production - Assembly, Materials, Paint, Specialists, and Maintenance	585	\$ 46,724.67
<b>Grand Total</b>	<b>1580</b>	<b>\$ 54,888.73</b>

## APPENDIX C – INDICATIVE INVESTMENT OVERVIEW

CASH FLOW	Value (USD)	2023	2024	2025	2026	2027	2028
LAND	\$ 20.0 M	\$ 20.0 M					
DESIGN FEES	\$ 3.8 M	\$ 3.8 M					
SITE PREPARATION	\$ 8.5 M	\$ 4.3 M	\$ 4.3 M				
FACTORY BUILDINGS	\$ 80.3 M		\$ 48.2 M	\$ 28.1 M	\$ 4.0 M		
EXTERNAL YARDS	\$ 16.3 M		\$ 2.4 M	\$ 13.8 M			
ROADS AND CAR PARKS	\$ 3.0 M			\$ 3.0 M			
LANDSCAPING	\$ 0.6 M			\$ 0.6 M			
OFFICE FIT-OUT	\$ 0.5 M			\$ 0.5 M			
GOODS IN	\$ 2.4 M		\$ 1.3 M	\$ 0.7 M	\$ 0.4 M		
SITE SERVICES	\$ 6.1 M		\$ 1.8 M	\$ 4.3 M			
ASSEMBLY & MATERIALS	\$ 29.3 M		\$ 16.1 M	\$ 8.8 M	\$ 4.4 M		
OFFTRACK	\$ 3.3 M		\$ 1.8 M	\$ 1.0 M	\$ 0.5 M		
DESPATCH	\$ 0.6 M			\$ 0.2 M	\$ 0.4 M		
PAINT	\$ 40.0 M		\$ 8.0 M	\$ 30.0 M	\$ 2.0 M		
IT INFRASTRUCTURE	\$ 10.0 M				\$ 10.0 M		
MANUFACTURING	\$ 41.1 M				\$ 8.2 M	\$ 24.7 M	\$ 8.2 M
<b>TOTAL &amp; CASH FLOW</b>	<b>\$ 265.6 M</b>	<b>\$ 28.0 M</b>	<b>\$ 83.9 M</b>	<b>\$ 91.0 M</b>	<b>\$ 29.9 M</b>	<b>\$ 24.7 M</b>	<b>\$ 8.2 M</b>

1. \*Site development – constrained to the process only – not indicative of full image
2. \*Requires bottom-up costing in the USA market – top level cost estimates only

**Site**

FOR SALE

±227.28 ACRE DEVELOPMENT SITE

13610 State Highway 16 S San Antonio, TX 78224

partners

PARTNERSREALESTATE.COM



## PROPERTY FEATURES

- ±227.28 gross acres. A portion of the property is in the 100 year flood plain.
- Located in San Antonio on State Highway 16 S (at the corner of Palto Alto Rd. and S. Zarzamora) between Loop 410 and Loop 1604 near the Toyota Manufacturing Plant.
- Zoning: MI-1 by the City of San Antonio.
- Utilities: Please have an independent Civil Engineer verify.
- Comments: Excellent industrial development tract in south San Antonio near the Toyota Manufacturing Plant, located in San Antonio's Far South Opportunity Zone.

**SALES PRICE:** Contact Broker

**PHIL CRANE, CCIM**

PARTNER

tel 210 289-3620

phil.crane@partnersrealestate.com

The information contained herein has been given to us by the owner of the property or other sources we deem reliable, we have no reason to doubt its accuracy, but we do not guarantee it. All information should be verified prior to purchase or lease. ©2022 Partners. All rights reserved.

# **Articles of Incorporation**

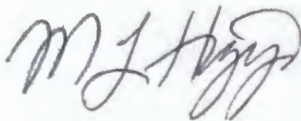
***STATE OF MARYLAND***  
***Department of Assessments and Taxation***

I, Michael Higgs, Acting Director of the Maryland Department of Assessments and Taxation, hereby certify that the attached document, inscribed with the same Authentication Code, is a true copy of the public record of the ARTICLES OF AMENDMENT AND RESTATEMENT-CORPORATION

for  
JCB INC.

I further certify that this document is a true copy generated from the online service with the Department of Assessments & Taxation.

In witness whereof, I have hereunto subscribed my signature and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore on this **May 25, 2017**



Michael Higgs  
Acting Director



301 West Preston Street, Baltimore, Maryland 21201  
Telephone Balto. Metro (410) 767-1344 / Outside Balto. Metro (888) 246-5941  
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: 1000361990609897  
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>

# **Certificate of Status**



## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for JCB, INC. (file number 148288900), a Domestic For-Profit Corporation, was filed in this office on March 23, 1998.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 12, 2023.



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson  
Secretary of State

# **Franchise Tax Status**



### Franchise Tax Account Status

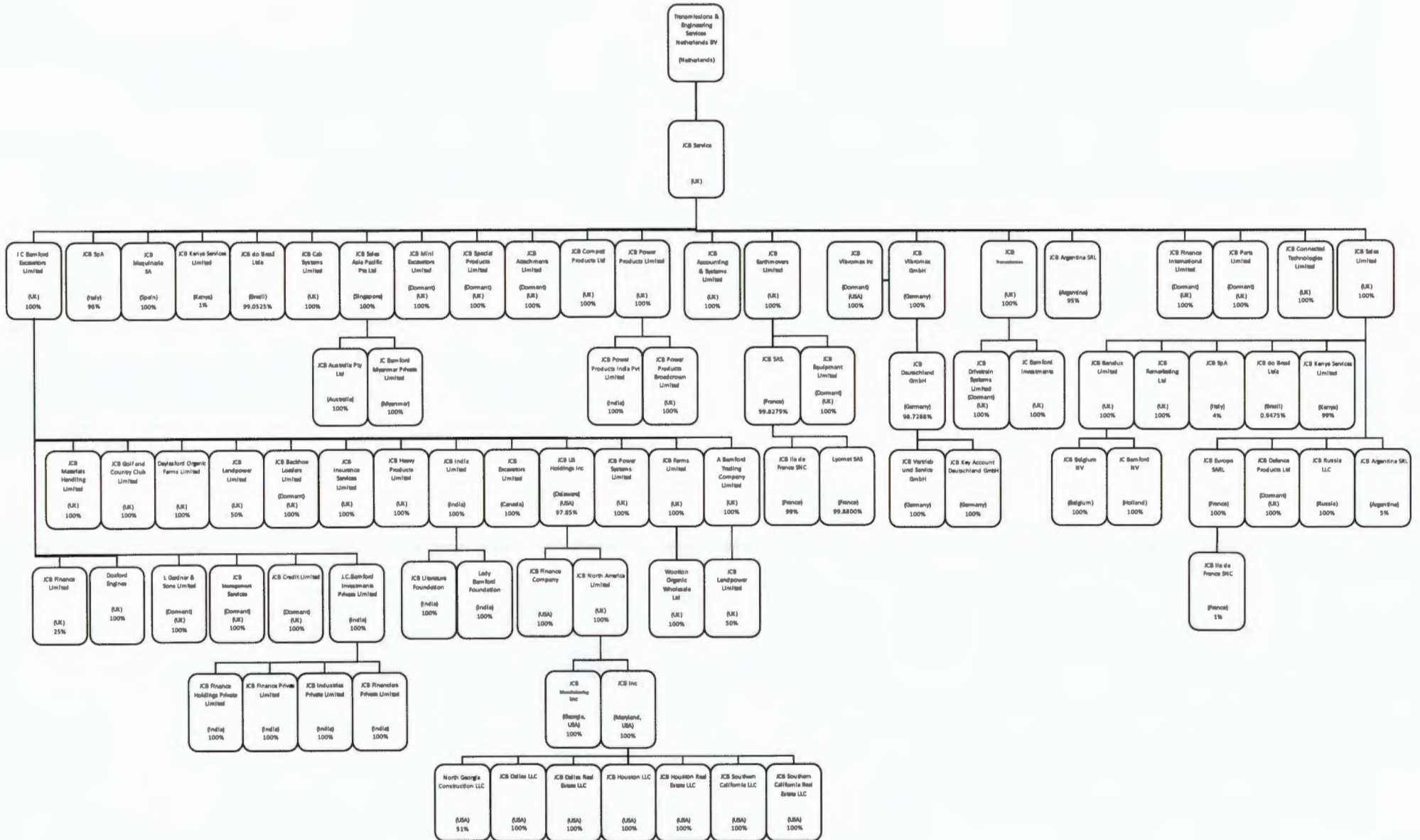
As of : 06/21/2023 14:40:33

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

JCB, INC. DBA JCB EXCAVATORS, INC.	
<b>Texas Taxpayer Number</b>	15209074234
<b>Mailing Address</b>	2000 BAMFORD BLVD C/O CONTROLLER POOLER, GA 31322-9504
<b>Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	MD
<b>Effective SOS Registration Date</b>	Not Registered
<b>Texas SOS File Number</b>	Not Registered
<b>Registered Agent Name</b>	CT CORPORATION
<b>Registered Office Street Address</b>	350 N. ST. PAUL ST. STE. 2900 DALLAS, TX 75201

# **Organization Chart**

JCB Service Group Structure – 2019



Note: Simplified Group Structure Chart which does not show all affiliates of entities above JCB Service

**EXHIBIT "D"**

**RESERVED**

EXHIBIT "E"
CERTIFICATE OF COMPLETION
CERTIFICATE OF COMPLETION

DATE: \_\_\_\_\_, 20\_\_

AFFIANT: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Unless defined herein, each capitalized term or phrase used in this Certificate of Completion of construction ("Certificate of Completion") will have the meaning ascribed to such term or phrase in the Tax Abatement Agreement dated \_\_\_\_\_, 20\_\_, between JCB Texas, LLC, a Delaware limited liability company ("Company") and Bexar County, Texas ("County") which is incorporated herein by reference for all purposes.

The undersigned Affiant hereby certifies, in their capacity as agent and representative Company and not in their individual capacity, that the following statements are true and correct in all material respects to the best of Affiant's knowledge:

- 1. Authority of Affiant. The Affiant has been duly authorized by the Company to sign this Certificate of Completion of construction and deliver it to the County in accordance with the terms of the Tax Abatement Agreement.
2. Description of Company's Obligations. Company entered into the Tax Abatement Agreement with the County wherein the County agreed to provide a tax abatement on certain of the Company's Eligible Property as incentive for Company to make the capital investments described in the Tax Abatement Agreement.
3. Representations of Company. (i) the Eligible Improvements have been constructed, inspected and approved by all Governmental Authorities having regulatory authority over the Project, (ii) substantial completion (except for minor "punch-list" items) of the construction of the Eligible Improvements occurred on or before \_\_\_\_\_, 20\_\_, and (iii) as of the date of this Certificate of Completion, no breach of any of the material terms, conditions, representations or warranties contained in the Tax Abatement Agreement has occurred without cure by Company.

AFFIANT: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT "F"**

**BEXAR COUNTY ANNUAL TAX ABATEMENT COMPLIANCE REPORT**

**BEXAR COUNTY ANNUAL TAX ABATEMENT COMPLIANCE REPORT**

Reporting Period: \_\_\_\_\_ through \_\_\_\_\_

<b>New Personal Property</b>	
<i>Expenditures associated with new Personal Property.</i>	
1. Personal Property reported as Eligible Property during the Reporting Period.	\$
2. Personal Property reported as Eligible Property <b>prior to</b> the Reporting Period.	\$
3. Total Personal Property reported as Eligible Property (Add responses from 1 and 2).	\$
4. Bexar Appraisal District Tax Account Number:	
<b>Real Property Improvements</b>	
<i>Expenditures associated with Real Property Improvements.</i>	
5. Real Property Improvements reported as Eligible Property during the Reporting Period.	\$
6. Real Property Improvements reported as Eligible Property <b>prior to</b> the Reporting Period.	\$
7. Total Real Property Improvements reported as Eligible Property (Add responses from 5 and 6).	\$
8. Bexar Appraisal District Tax Account Number:	
<b>Employment Positions</b>	
<i>Number of Employment Positions created during _____ through _____.</i>	
9. Number of Employment Positions created during the Reporting Period.	
10. Number of Employment Positions existing <b>prior to</b> the Reporting Period.	
11. Total number of Employment Positions created as a result of the Tax Abatement Agreement (Add responses from 9 and 10).	
12. Minimum hourly wage of all full-time permanent employment positions.	\$

**Note:** Capitalized terms in this Compliance Report shall have the meanings ascribed to such terms in the Tax Abatement Agreement dated \_\_\_\_\_, 2024, between JCB Texas, LLC, a Delaware limited liability company, and Bexar County, Texas.

### BEXAR COUNTY ANNUAL TAX ABATEMENT COMPLIANCE REPORT

Reporting Period: \_\_\_\_\_ through \_\_\_\_\_

<b>Certification</b>	
<i>I certify that to the best of my knowledge, the information provided in this Bexar County Annual Tax Abatement Compliance Report is true and correct in all material respects and that the company has complied with all material terms and conditions of its Tax Abatement Agreement.</i>	
Signature:	
Date:	
Printed Name:	
Title:	
Company:	JCB Texas, LLC
Mailing Address:	
City, State, Zip:	
Phone:	
Email:	