STATE OF TEXAS §
§
COUNTY OF BEXAR §

INDUSTRIAL DISTRICT NON-ANNEXATION AGREEMENT

This Industrial District Non-Annexation Agreement (this "***Agreement***") is made and entered into by and between the City of San Antonio (the "***City***"), a Texas Municipal Corporation, acting by and through its City Manager or designee, pursuant to Ordinance No. 2017-05-18-0351 dated May 18, 2017 and Marmaxx Operating Corp. (the "***Operator***"), a Delaware corporation, its successors and assigns (the City and Operator are sometimes collectively referred to herein as the "***Parties***").

WHEREAS, the Operator intends to acquire a certain approximately 200 acre tract of land located in City's Extraterritorial Jurisdiction (defined below) out of the Espada tract in southeast Bexar County bounded by FM1937 on the West, Loop 410 on the North, the San Antonio River on the East and Goeth Rd. on the South as depicted on **Attachment I** hereto (the "***Property***"), which is a portion of the larger approximately 1,283 acre tract of land Operator intends to acquire (such 1,283 acres of land (which includes the Property), the "**Espada Tract**"), and intends to construct a facility associated with the Operator's business activities as a product processing warehouse and distribution facility on the Property, it being estimated that such facility shall entail a ONE HUNDRED FIFTY MILLION DOLLAR ($150,000,000.00) investment and the creation of at least ONE THOUSAND (1,000) full-time jobs at the Property (the "***Project***"); and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City of San Antonio, as that term is defined in Section 42.021 of the Texas Local Government Code (the "***Extraterritorial Jurisdiction***"), and the Operator seeks assurances from the CITY that the Property will not be annexed into the CITY during the Term of this Agreement as defined below; and

WHEREAS, the City Council of the City (the "***City Council***") recognizes the benefits of the Project in terms of economic development of the region and the stimulation of business and commercial activity in and around the City of San Antonio and seeks to encourage the development of the Project by entering into this Agreement; and

WHEREAS, the City Council, by the passage of an ordinance approving this Agreement, has designated the Property as the Marmaxx Industrial District (the "***District***") pursuant to Section 42.044(b) of the Texas Local Government Code and desires to enter into this Agreement pursuant to Section 42.044(c) of the Texas Local Government Code, finding that such designation and this Agreement are in the best interest of the CITY;

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

ARTICLE I. TERM

This Agreement shall commence on January 1, 2018 and shall continue for a period of fifteen (15) years from that date (the "***Term***") terminating on December 31, 2033. Notwithstanding the foregoing, if the Operator does not acquire the Property on or before December 31, 2017, then this Agreement shall automatically terminate unless extended in writing by mutual agreement of the Parties.

ARTICLE II. NON-ANNEXATION PERIOD

The City hereby confirms that it has designated the Property as the Marmaxx Industrial District (the "***Industrial District***") pursuant to Ordinance No. 2017-05-18-0351 dated May 18, 2017. Subject to the conditions set forth in this Agreement, the City hereby guarantees that, for the Term of this Agreement (the "***Non-Annexation Period***"), the Industrial District shall remain part of the Extraterritorial Jurisdiction of the City and that the City shall not seek or initiate a full or limited-purpose annexation of the Industrial District unless the City terminates this Agreement following a Default (as defined below) under this Agreement.

ARTICLE III. PETITION FOR ANNEXATION

The Parties agree that the Industrial District may be annexed by the City, in the City's sole discretion, following the expiration of the Term of this Agreement, pursuant to Section 43.052 (h)(3)(A) of the Texas Local Government Code, or upon a Default by Operator subject to any cure period set forth herein. To facilitate such annexation, the Operator shall execute and submit a "Petition for Annexation" (a copy of which is attached hereto and incorporated herein for all purposes as **Attachment II**) to the City, within thirty (30) days following the occurrence of the execution of this Agreement by the Operator. Should Operator fail to provide the executed Petition for Annexation within the thirty (30) day period noted above, this Agreement shall be terminated by the City upon notice to Operator. This Article III shall survive the expiration or earlier termination of this Agreement.

ARTICLE IV. OPERATOR'S PERFORMANCE OBLIGATIONS

In order to enjoy the benefit of the Non-Annexation Period, the Operator shall satisfy the following performance obligations:

(A) Bike Trail: Subject to the conditions herein stated, Operator shall convey to the City either an easement or fee simple title to an area within the Espada Tract (the "***Hike/Bike Trail***") for purposes of allowing the City to construct, operate and maintain a hike/bike trail. The Hike/Bike Trail shall be approximately thirty feet (30') wide and shall commence in the approximate area shown on **Attachment III** as the "Trail Commencement Zone" and terminate in the approximate area shown on **Attachment III** as the "Trail Termination Zone." Subject to the width and terminus requirements set forth in the preceding sentence, the precise boundaries of the Hike/Bike Trail shall be determined jointly by Operator and City based upon the Project requirements. City has provided Operator with a proposed location for the bike trail and Operator shall work diligently and in good faith to facilitate development of the trail in accordance with this paragraph following execution of this Agreement. Notwithstanding the foregoing, the final location of the Hike/Bike Trail shall be determined by Operator, subject to the width and terminus

requirements set forth above, with Operator having the right to object to any locations that interfere with the Project. The City shall survey, at its sole cost and expense, the boundaries of the Hike/Bike Trail Easement and such survey shall be subject to Operator's reasonable approval. The Operator shall determine, in its discretion, whether to convey the Hike/Bike Trail as an easement or a fee simple interest but in either event the instrument conveying the Hike/Bike Trail shall be mutually agreed upon between the City and Operator but shall include affirmative language (a) limiting the use of the Hike/Bike Trail for recreation purposes pursuant to Section 75.002 of the Texas Civil Practice and Remedies Code, (b) vesting the City with complete control of all maintenance and use activities within the Hike/Bike Trail, (c) releasing the Operator from any liability related to the use or maintenance of the Hike/Bike Trail, (d) confirming that Operator shall have no responsibility for any costs whatsoever related to the improvement, maintenance, or operation of the Hike/Bike Trail, and (e) acknowledging that Operator shall have the right to relocate the Hike/Bike Trail, at Operator's expense, should such a relocation become necessary due to operation needs at the Project. Operator and the City shall mutually coordinate the timing of the construction of the hike/bike trail.

(B) Open Space Preservation: Subject to the conditions herein stated, Operator shall preserve the area of the Espada Tract delineated on **Attachment IV** (the "***Open Space Reservation***") (such area comprising approximately three hundred (300) acres subject to surveys and measurements) as open space or otherwise for the purposes of conservation, preservation, community recreation and/or non-commercial agriculture. If Operator does not achieve this condition prior to December 31, 2018, Operator shall work with City to develop and issue a Request for Proposals (RFP) to interested non-profit, private sector and governmental entities soliciting proposals for the use of all or a portion of the Open Space Reservation. In connection with such RFP or otherwise, Operator may convey fee simple title, leasehold interests or easements to prospective users or operators of the Open Space Reservation; provided, however, that all prospective users or operators of the Open Space Reservation shall be bound by restrictive covenants or conservation easements limiting the use of the Open Space Reservation to open space, conservation, preservation, community recreation, and/or non-commercial agriculture uses only. Until Operator finds suitable partners for preserving the Open Space Reservation, Operator shall maintain such portions of the Open Space Reservation that have not yet been conveyed or protected by a partner organization consistent with the terms of this paragraph.

(C) New School Site: Upon written request from the Southside ISD, Operator shall identify (in collaboration with Southside ISD) between fifteen (15) and twenty (20) usable acres of land within the Espada Tract to be donated to Southside ISD (such land to be used for a new school site). Such land shall be identified within one hundred twenty (120) days following receipt of written request from Southside ISD and Operator shall offer to complete such transaction and make such donation within twelve (12) months following receipt of such written request.

(D) UDC Compliance: The Operator will cause all improvements on the Property to be constructed in accordance with the City's Unified Development Code as if the Property were within the I-1 Zoning District, subject to any variances granted by the City's Board of Adjustment or other applicable authority; this same requirement shall apply to any successor owner or party developing the Property.

(E) Building Permits: It is expressly understood that the Operator shall not be required to obtain any building permits from the City but rather that all permitting shall be handled

through the County but that Operator will submit plans to confirm compliance with the City's Unified Development Code and Building Related Codes.

(F) Plan Submittal: Prior to commencement of construction of any structure in the Industrial District during the Term of this Agreement, the Operator shall deliver plans, certified by all structural, mechanical and electrical engineers responsible for such construction, to City's Director of Development Services. Such certified plans shall indicate that the plans and specifications for the components of work for each engineer comply with all applicable provisions of the City's Building Related Codes, subject to exceptions to City Codes authorized by the City. Upon completion of each structure on the Property during the Term of this Agreement, the Operator shall deliver certificates to the Director from an architect, engineer(s), and/or construction manager duly licensed in the State of Texas, certifying that the completed structure complies with all applicable provisions of the City's Building Related Codes and ordinances.

(G) Investment: Following execution of this Agreement and prior to December 31, 2022, Operator shall make an investment of ONE HUNDRED FIFTY MILLION DOLLARS AND 0 CENTS ($150,000,000.00) at the Property. For purposes of determining "Investment" under this Section, it shall mean all direct expenditures made by Operator to acquire the Property and develop the Project in order to conduct operations, including but not limited to: all costs to design, grade, install utilities, construct structures, construct or install road infrastructure, and install equipment within or outside the structure.

(H) Employment and Wages:

1. By December 31 of the fifth year after the issuance of a certificate of occupancy for the Project (for example, if the certificate of occupancy is issued March 1, 2019, then by December 31, 2024), Operator shall employ no less than one thousand (1,000) Full-Time Employees at the Property based upon the reporting requirements set forth below in Article IV(L). Upon meeting the 1,000-full-time job creation requirement, Operator shall maintain 1,000 Full-Time Employees at the Property for the Term of this Agreement (as measured on November 1st of each calendar year during the Term without averaging).

2. For the purposes of this Agreement, a "*Full-Time Employee*" shall mean a person who regularly works on a non-temporary full-time basis at least 30 hours per week. The foregoing shall not limit Operator's ability to provide Full-Time Employees the opportunity to work more than 30 hours per week (e.g. 40 hour per week shifts).

3. By December 31 of the fifth year after the issuance of a certificate of occupancy for the Project, and for the remainder of the Term of the Agreement, Operator shall:

    a. Pay at least 75 Full-Time Employees at the Property no less than FIFTY THOUSAND DOLLARS ($50,000.00) annually excluding overtime and benefits but including shift differentials;

    b. Pay at least 260 Full-Time Employees at the Property no less than

ELEVEN DOLLARS AND EIGHTY-THREE CENTS ($11.83) an hour excluding benefits, overtime and bonuses but including shift differentials.

c. All Full-Time Employees at the Property from and after the commencement of operations be paid by Operator no less than TEN DOLLARS AND 0 CENTS ($10.00) per hour excluding benefits, overtime and bonuses.

4. Operator must offer all eligible Full-Time Employees located at the Property access to health care benefits for the employee and his/her dependents and the right to participate in a 401(k) plan subject to any company-wide policies.

(I) Employee Recruitment.

1. Targeted Hiring Program. The Operator shall make commercially reasonable efforts to hire its workforce from qualifying State Enterprise Zones areas within the City and Bexar County.

2. SA Works Partnership. The Operator shall endeavor to partner with the SA Works program to take advantage of their experiential learning opportunities.

3. Targeted Recruitment Efforts. The Operator shall register with Workforce Solutions Alamo (WSA) to use .the services of WSA in order to conduct advertised "employment events" (e.g., job fairs).

4. Targeted Workforce Populations. The Operator shall make commercially reasonable efforts to utilize the recruitment services of workforce development agencies in Bexar County (such as Goodwill Industries, etc.) to help recruit workers to fill vacant positions, including certain workforce populations that may be underrepresented individuals.

(J) Continuous Operations. Once the Project has been completed and operations have commenced, the Operator shall conduct its business activities within the Industrial District for the duration of the Term of this Agreement and in no case ceasing operation for a period of more than ninety (90) days except due to a Force Majeure (as defined below), and subject to the applicable notice and cure period in Article VI below.

(K) Local and SMWBE Contractors. During the Term of this Agreement, the Operator shall encourage its prime construction contractors and subcontractors to utilize qualified local labor and businesses (including small, minority-owned, and women-owned business enterprises) when feasible during construction phases. The City shall assist the Operator and/or its prime construction contractor, upon request, in identifying qualified small, minority-owned, and women-owned businesses.

(L) Annual Certifications. Operator shall provide CITY's Director of Economic Development Department with the following certified by an officer of Operator:

a. Beginning in 2020, by January 1 of each year during the Term, a certification that Operator is complying with the terms of Articles IV(H)(1) and IV(H)(3) (a), (b) and (c) (as measured on November 1st of the preceding calendar year). The certified report may not be a total of jobs, but shall list out each job, with a unique identifier for each employee, wages paid, benefit eligibility, and date of hire. Operator shall have no obligation to release any personal information of employees not permitted by law or Operator written policy.

b. By December 31, 2022, a certification that Operator has met the investment requirement in Article IV(G).

At the request of the City, Operator and City shall agree on a mutually acceptable auditor in order to permit CITY's representatives to determine with certainty Operator's compliance with all of Operator's obligations under this Agreement.

(M) Infrastructure. In connection with the Operator's development of the Property, the Operator shall undertake a traffic impact analysis (a "***TIA***") in accordance with the City's Unified Development Code. The Operator shall cause or ensure that such traffic improvements as are required by the TIA (collectively, the "***Road Improvements***") are completed in accordance with the provisions below and at no cost to the City. For informational purposes only, the following improvements are anticipated to be included within the required Road Improvements:

1. FM1937 (S. Flores) to be widened at points to be identified, with new turn lanes at gate entrances. The Operator would provide any required right-of-way for such improvements.
2. The intersection of Roosevelt (US 281) and FM 1937 to be improved in a manner determined by the TIA, including additional southbound left-turn lane capacity.
3. Traffic signals to be installed and upgraded at Roosevelt and FM 1937.
4. The intersection of Loop 410 and Roosevelt to be improved, as specified in the TIA.

Notwithstanding the foregoing, any modifications by Operator to any Road Improvements approved in the TIA as part of the Property's plat approval shall be subject to the written approval of the Director of City's Department of Transportation and Capital Improvements ("***TCI***"). The final, TCI-approved requirements for Road Improvements shall be constructed by the Operator if not undertaken by third parties or government agencies prior to commencement of operations at the Project.

(N) Facility Enhancements. In connection with its development of the Property, Operator shall develop the property as follows, subject to subsection (O) below (cumulatively, the "***Facility Enhancements***"):

1. Sidewalks will be installed at the eastern side of FM 1937, along the Property boundary.

2. A new VIA bus stop will be installed on or near the Property, along FM 1937.
3. Street lights will be installed adjacent to the Property, along FM 1937.
4. The primary facility building façade on the Property will be no closer than three hundred feet (300') from FM 1937 (S. Flores Road).
5. An earthen berm would be constructed on the Property running parallel along FM 1937 to block views of the facility and parking lots from vehicles and pedestrians. Except for vehicular gate openings and site-distance protection measures, the earthen berm shall be continuous and at least six feet (6') above the FM 1937 road elevation. Architecturally attractive fencing and drought resistant landscaping will be installed in buffer areas along FM 1937 or such other measures Operator and City agree to.
6. Parking lot lighting and outdoor lighting will utilize Full Cutoff fixtures to ensure that Light Trespass is limited to the commercial standards set forth in Section 35-339.04 (b)(6)(B) of the City's Unified Development Code (the "MLOD Ordinance"). The terms used in this subsection shall have the meanings defined in the MLOD Ordinance.
7. Trees of varied species to be determined by the Operator from the recommended plant list contained in Appendix E of the UDC. The trees shall be not less than one and one-half diameter inches at four and one-half feet above grade and shall be spaced no less than one tree every forty feet (40') in a staggered, linear fashion to enhance the landscaping and provide additional visual screening of loading dock areas and vehicles on the Property. The plants shall be planted on the Property in landscape buffer areas along FM 1937.

(O) All of the Operator's obligations to construct the Road Improvements and Facility Enhancements are subject to applicable regulations and laws, as well as approvals by the appropriate government agency. City acknowledges that denial by VIA Metropolitan Transit Authority of a bus route modification to the Property shall relieve Operator of the obligation to construct a VIA bus stop.

(P) In collaboration with the City, the Operator will petition the Bexar County Commissioners Court to dissolve each Espada Special Improvement District that covers the portions of the Property acquired by the Operator, and the City will cooperate in this regard, including the negotiated termination of that certain "Services In-Lieu of Annexation Agreement", which was entered into by the City and prior owners of the Property by Ordinance No. 2010-03-18-0224, for an area encompassing the Property. The City and Operator may, in coordination with Bexar County, discuss further amendments, to include termination, of the Services In-Lieu Agreement as it relates to the remaining portions of the Property. Such action may be taken independent of this Agreement at the discrection of the City.

ARTICLE V. CONVEYANCE OF PROPERTY IN INDUSTRIAL DISTRICT

Upon transfer or conveyance of all of a portion of the Property to any party that is not an affiliate or successor entity of the Operator, the Operator shall provide notice within sixty (60) days following such transfer or conveyance to the City's Director of the Economic Development Department of such transfer or conveyance.

The Operator agrees to include the following provision in any deed or lease of the Property executed during the Term of this Agreement:

"This conveyance (or where applicable, lease) is made and accepted and subject to the following special provisions:

_____ hereby assumes and promises to keep and perform the terms and conditions of that certain Industrial District Non-Annexation Agreement ("Agreement") created and executed by the City of San Antonio, Texas, which is recorded in the Real Property Records of Bexar County, Texas and applicable to the parcels conveyed (or if applicable, leased) hereby."

ARTICLE VI. DEFAULT/TERMINATION

(A) Subject to Article VII below, if Operator fails to satisfy any of the performance obligations set forth in Article IV above, then the City may declare a default by delivering notice to Operator setting the specific default by Operator being alleged by the City. The Operator shall have ninety (90) calendar days from the date such notice is received (the "***Cure Period***") to cure or correct the alleged default; provided, however, that if Operator demonstrates to City's satisfaction that Operator cannot reasonably cure such default within the Cure Period, the Cure Period may then be extended by City for a period of time that the Parties mutually agree is reasonably necessary to allow Operator, acting in good faith, to diligently pursue such cure.

(B) If a default is not cured within the Cure Period, or as may be extended pursuant to Article VI(A) above, the City shall have the option, as its sole remedy, of terminating this Agreement by written notice to Operator subject to the terms set forth below. Without limitation, it is expressly understood that the following are material defaults upon which the City shall have the option of terminating this Agreement following the Cure Period and subject to Article VII below: (1) the failure to meet the wage requirements of Section IV(H)(3); (2) the failure to comply with Section IV(H)(4) of this Agreement; (3) the cessation of operations at the Property for a period of longer than three (3) months following commencement of operations;

(C) Subject to Article VII below and the Cure Period, if Operator does not employ at least eighty percent (80%) of the number of Full-Time Employees required in Article IV, then the

City shall have the option, as its sole remedy, of terminating this Agreement. Notwithstanding any provision in this Agreement to the contrary, if Operator is employing less than one hundred percent (100%) of the number of Full-Time Employees required in Article IV but more than eighty percent (80%) of the number of Full-Time Employees required in Article IV, then Operator shall not be in default so long as it pays the City a payment for each such calendar year of noncompliance, equal to the product of (a) the combined taxable value of all real and personal property located on the Property (as determined by the Bexar County Appraisal District, "***BCAD***"), *multiplied by* (b) the adopted City property tax rate, *multiplied by* (c) the percentage deficiency in the Full-Time Employee requirement. If Operator fails to make a payment to City in any year in which such payment is owed, then the City may terminate this Agreement following the Cure Period as set forth above. For the purpose of calculating the payment, the Parties shall use the BCAD-certified property values and adopted City property tax rate at the time the deficiency was determined by the Operator. It is understood and acknowledged by Operator that such payment shall be due regardless of the City's authority to annex the Property.

ARTICLE VII. FORCE MAJEURE

Notwithstanding anything contained herein to the contrary, any deadlines or obligations of the Parties under this Agreement shall be extended or suspended as a result of any Force Majeure . For purposes of this section, "***Force Majeure***" includes acts of God, war, terrorism, sabotage, civil commotion, strife or other violence, riots, strikes, picketing or other labor disputes, extraordinary weather conditions, flood, drought, earthquake, storm, tornado, lightning, windstorm, other natural catastrophe, damage to work in progress by reason of fire or other casualty, or causes beyond any reasonable control of a party (other than unavailability of labor or materials due to a party's inability to pay for labor or materials), acts of the State, Federal or local government in its sovereign capacity (other than the usual and customary observance and enforcement of laws), including a moratoria, litigation challenging the validity or content of any permit or approval necessary for the construction or operation of the Project. Operator shall notify the City's Economic Development Department in writing if claiming a Force Majeure.

ARTICLE VIII. NOTICE

All official communications and notices among the Parties pursuant to this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY: Director
Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966

With copies to: City Attorney
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Operator: Marmaxx Operating Corp.
c/o The TJX Companies, Inc.

770 Cochituate Road,
Framingham, Massachusetts 01701
Attn: Vice President – Real Estate

With copies to: Marmaxx Operating Corp.
c/o The TJX Companies, Inc.
770 Cochituate Road,
Framingham, Massachusetts 01701
Attn: David L. Averill, SVP Corporate Tax and Risk Director

and

c/o The TJX Companies, Inc.
770 Cochituate Road,
Framingham, Massachusetts 01701
Attn: Legal Department, Vice President, Legal – Real Estate

ARTICLE IX. MISCELLANEOUS

(A) No waiver by City of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding, preceding or continuing breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of City to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

(B) No act or omission of City in the enforcement of this Agreement shall in any manner impair or prejudice any right, power, privilege or remedy available to City hereunder or by law or in equity, such rights powers, privileges or remedies to be always specifically preserved hereby.

(C) If any clause or provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction under present or future federal, state or local laws including, but not limited to, the City Charter, City Code or ordinances of the City, it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

Following acquisition of the Property, Operator agrees to file a copy of this Agreement, its attachments and authorizing Ordinance in the Real Property Records of Bexar County, at Operator's own expense, and remit a copy of the certificate of this filing to the City within ten (10) days of such filing.

(D) This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

(E) THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

(F) All attachments to this Agreement are incorporated herein for all purposes.

(G) Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Agreement falls on a Saturday, Sunday, federal legal holiday, or holiday for the City of San Antonio, then such date shall be extended to the next following date which is not a Saturday, Sunday, federal legal holiday, or holiday for the City of San Antonio.

(H) Numerous copies of this Agreement may be executed by the Parties hereto, either together or in counterparts. Each such executed copy or, if signed in counterparts, both such counterparts shall have the full force and effect of an original executed instrument.

(I) The descriptive headings of the several paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(J) This Agreement (and the items to be furnished in accordance herewith) constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the Parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

(K) This Agreement may not be modified or amended, except by an agreement in writing signed by the City and Operator. The Parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions and obligations.

Attachments:

Attachment I: Depiction of Property to be replaced by Operator with the legal description of the Property 30 days after its acquisition of the Espada Tract

Attachment II: Petition for Annexation

Attachment III: Trail Commencement and Termination Zones

Attachment IV: Open Space Depiction

Signatures appear on next page.

EXECUTED in triplicate, each of which shall constitute an original, this 13 day of June, 2017 (the "Effective Date").

CITY OF SAN ANTONIO

Sheryl L. Sculley
City Manager

MARMAXX OPERATING CORP.

Name: Alicia C. Kelly
Title: Secretary

Name: David L. Averill
Title: Director

ATTEST:

for Leticia Vacek
City Clerk

APPROVED AS TO FORM:

City Attorney

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

BEFORE ME, the undersigned authority, on this 1st day of June, 2017 personally appeared Alicia C. Kelly, as Secretary, and David L. Averill, as Director, of Marmaxx Operating Corp., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.

Emily Dinsmore
Notary Public

EMILY DINSMORE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 01, 2021

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this 13 day of June, 2017 personally appeared Carlos J. Contreras III of the City of San Antonio, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.

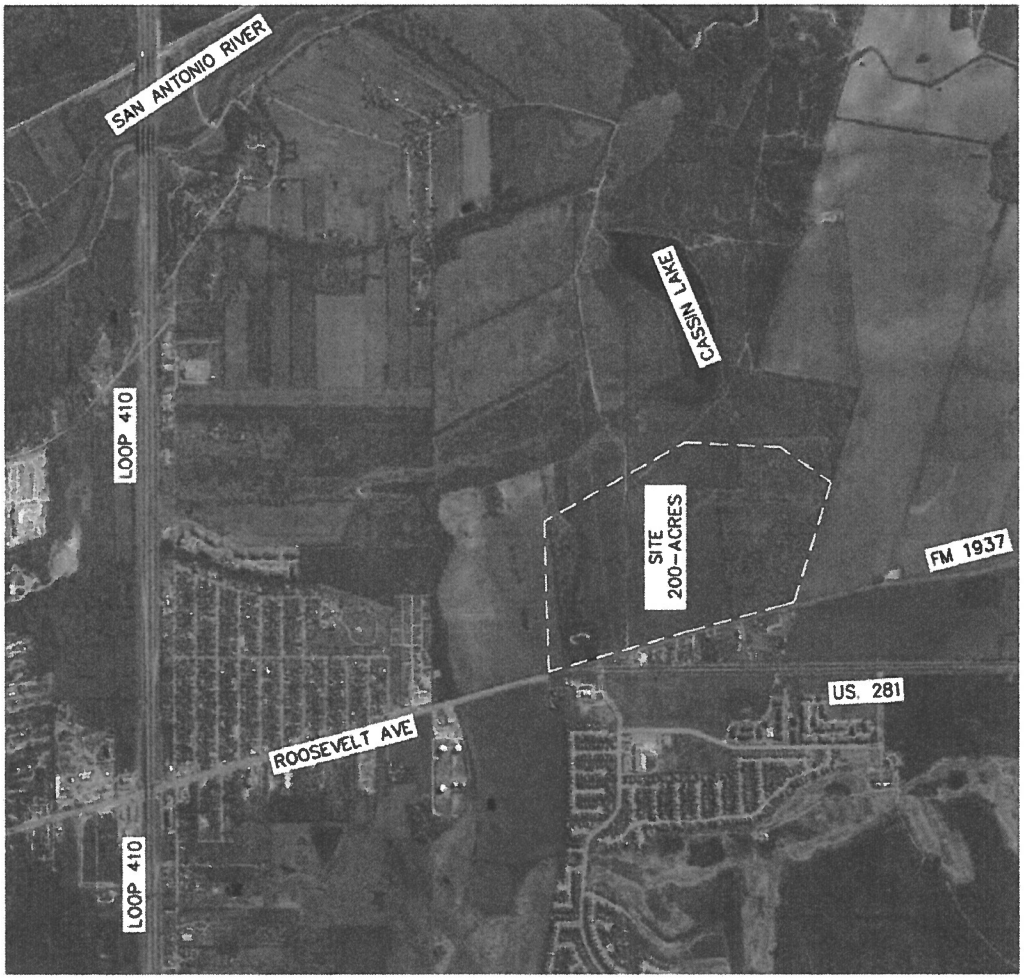
Lizette P. Garza

Notary Public, State of Texas

LIZETTE P GARZA
Notary Public, State of Texas
My Commission Expires
June 22, 2019

ATTACHMENT I

PROPERTY DEPICTION [TO BE REPLACED BY OPERATOR WITH A LEGAL DESCRIPTION OF THE PROPERTY BY DECEMBER 31, 2017]



CHARIOT ESPADA

SAN ANTONIO, TEXAS

SCALE: 1" = 2,000'

2,000' 0' 1,000' 2,000'

PAPE-DAWSON ENGINEERS

ATTACHMENT II

REQUEST TO MAYOR AND CITY
BY THE OWNER OR OWNERS OF PROPERTY
FOR ANNEXATION OF SAID PROPERTY

STATE OF TEXAS

COUNTY OF BEXAR

The undersigned OWNER(s) of the hereinafter described tract of land hereby request that the City Council take action to extend the present City limits so as to include as a part of the City of San Antonio, Texas the following described territory, to wit:

(See Attachment I affixed hereto).

We certify that this petition is signed and sworn to by each and every person or officer authorized to act for any corporation having an interest in said land, as shown by instruments of record in the Deed Records of Bexar County, to wit, those recorded in Vol. _____, Page _____.

We further fully understand that the existence of this petition in no way binds the City of San Antonio, Texas to annex the property affected by this petition.

MARMAXX OPERATING CORP.

By: _____
Name: Alicia C. Kelly
Title: Secretary

By: _____
Name: David L. Averill
Title: Director

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

BEFORE ME, the undersigned authority, on this 1st day of June, 2017 personally appeared Alicia C. Kelly, as Secretary, and David L. Averill, as Director, of Marmaxx Operating Corp., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.

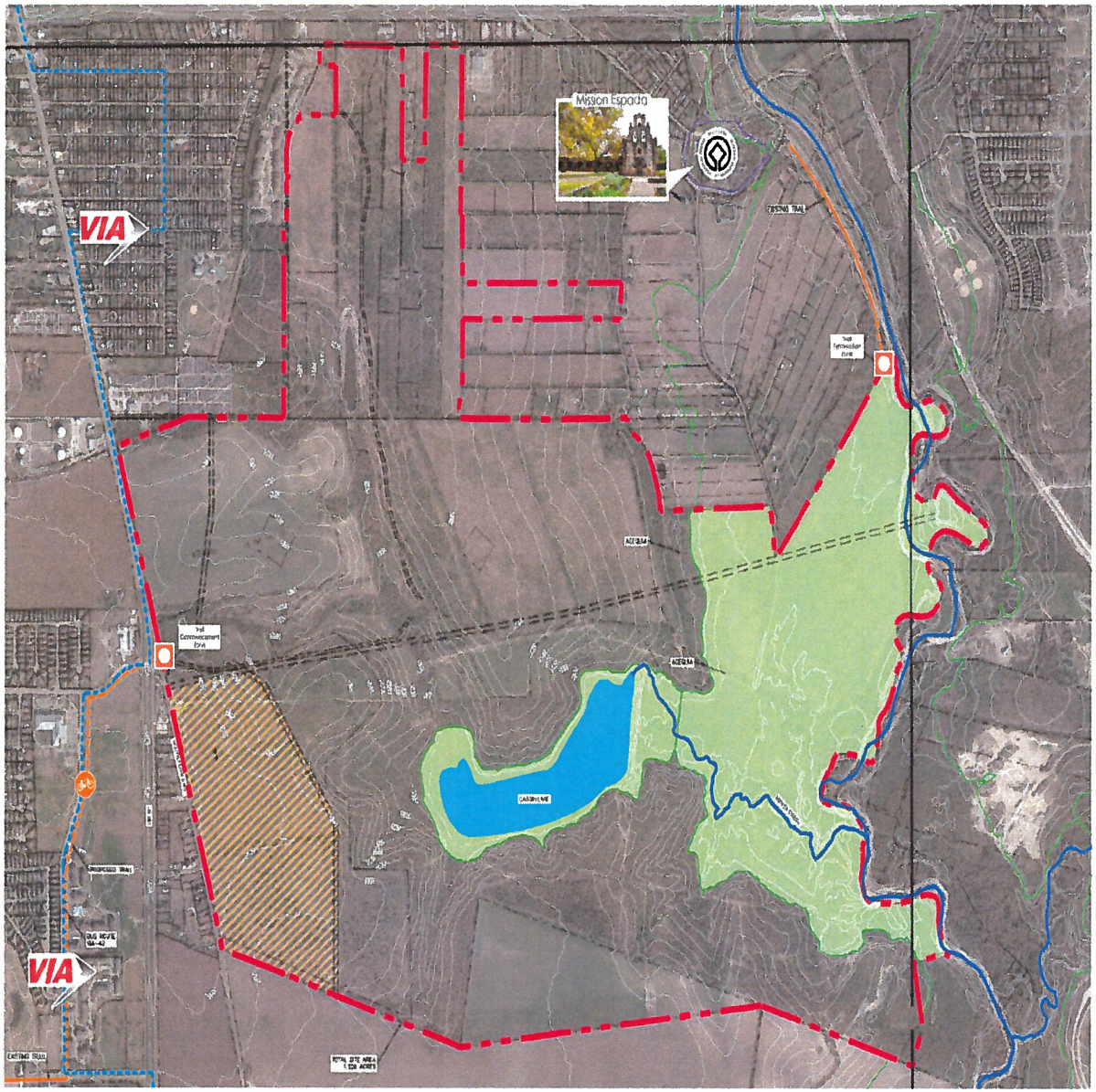
EMILY DINSMORE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 01, 2021

_____
Notary Public

Project Chariot

Espada

San Antonio, Texas

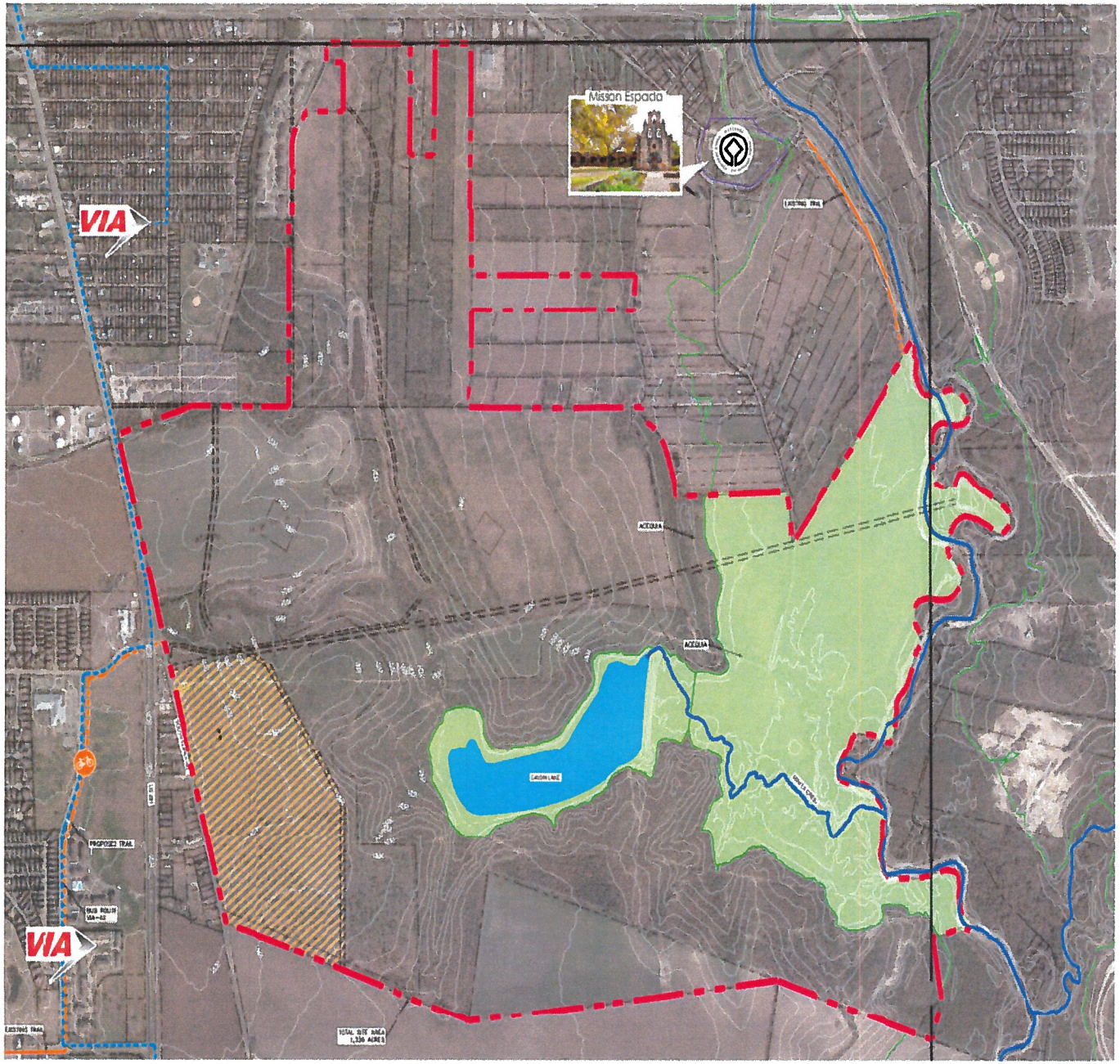


ATTACHMENT III

WATERMAN STEELE
REAL ESTATE ADVISORS

SCALE: 1" = 500'
0 500' 1,000' 1,500'

PAPE-DAWSON ENGINEERS



Project Chariot

Espada

San Antonio, Texas

Attachment IV
Open Space Preservation

ATTACHMENT IV

WATERMAN STEELE
REAL ESTATE ADVISORS

SCALE 1" = 500'

PAPE-DAWSON ENGINEERS