RR
11/12/15
Item No. 26B

AN ORDINANCE 2015-11-12-0954

AUTHORIZING AND APPROVING THE TERMS AND CONDITIONS OF A TAX ABATEMENT AGREEMENT WITH INDO-US MIM TEC PVT LTD (INDO-MIM) TO EXEMPT ONE HUNDRED PERCENT (100%) OF AD VALOREM PERSONAL PROPERTY TAXES FOR A PERIOD OF TEN (10) YEARS ON PERSONAL PROPERTY IMPROVEMENTS WITHIN THE INDO REINVESTMENT ZONE.

* * * * *

WHEREAS, INDO-US MIM TEC PVT LTD (hereinafter referred to as "INDO-MIM"), a leading global supplier of precision engineered products using metal injection molding as the core manufacturing technology, has chosen to establish its U.S. corporate headquarters and manufacturing facility in San Antonio at 711 Davy Crockett Street, San Antonio, TX 78226 which is located within the boundaries of the Port Authority of San Antonio (the "Project Site"); and

WHEREAS, in establishing its corporate headquarters and manufacturing facility, INDO-MIM is anticipated to invest approximately $24 million in personal property improvements and create 330 full-time jobs at the Project Site; and

WHEREAS, in accordance with the City of San Antonio Tax Phase-In Guidelines (the "Guidelines") property located within a Tax Abatement Reinvestment Zone with a $24 million investment is eligible for an 100% abatement of ad valorem personal property taxes for a term of up to ten (10) years; and

WHEREAS, the City Council finds that offering INDO-MIM a Tax Abatement Agreement for its personal property investment is a reasonable incentive to help induce INDO-MIM to invest in the facility and create 330 full-time jobs in San Antonio; and

WHEREAS, the City Council also finds that it is in the best interest of the City to approve a Tax Abatement Agreement with INDO-MIM to induce the desired and beneficial economic development in the INDO Reinvestment Zone; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of a Tax Abatement Agreement with INDO-MIM granting a one hundred-percent (100%), ten (10) year abatement of ad valorem personal property taxes within the INDO Reinvestment Zone are hereby approved. A copy of the Agreement, in substantially final form, is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The City Manager or her designee is authorized to execute the Tax Abatement Agreement as approved in Section 1 of this Ordinance.

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SECTION 3. This Ordinance shall become effective immediately upon its passage by eight (8) votes or more and upon ten (10) days following its passage if approved by fewer than eight (8) votes.

PASSED AND APPROVED this 12th day of November, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**26B (in consent vote: 26A, 26B, 26C)**
Date:	11/12/2015
Time:	01:40:20 PM
Vote Type:	Motion to Approve
Description:	An Ordinance approving a 10-year, 100% Tax Abatement based on a capital investment of at least $24 million in personal property improvements and creation of at least 330 new full-time jobs.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor	x					
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit A

STATE OF TEXAS	§	
	§	**CITY OF SAN ANTONIO**
	§	**TAX ABATEMENT AGREEMENT**
COUNTY OF BEXAR	§	**FOR PERSONAL PROPERTY**

1. PARTIES

THIS TAX ABATEMENT AGREEMENT (the "Agreement") is entered into on this 12th day of November, 2015 (the "Effective Date") by and between INDO-US MIM TEC PVT, Ltd., a foreign national entity, formed under the laws of India, or a wholly owned subsidiary of INDO-US MIM TEC PVT, Ltd., incorporated or organized under a United States domestic jurisdiction and meeting the criteria set for in Article 15 below (hereinafter referred to as "MANUFACTURER"), who holds or intends to hold a leasehold interest in the real property described herein and owns or intends to own personal property to be located on said real property, and the CITY of SAN ANTONIO, a municipal corporation, (hereinafter referred to as the "CITY"), acting by and through its City Manager under the authority of its City Council.

2. AUTHORIZATION AND FINDINGS

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

1. The Texas Property Redevelopment and Tax Abatement Act of 1987, V.A.T.S. Tax Code, Chapter 312, as amended;

2. CITY COUNCIL RESOLUTION No. 89-07-12, dated the 15th day of February 1989, and most recently revised by Ordinance No. 2014-12-11-1037 passed on December 11, 2014, together which established the City of San Antonio Tax Abatement Guidelines (hereinafter referred to as the "Guidelines and Criteria");

3. CITY COUNCIL ORDINANCE NO. 2015-11-12-_____ dated November 12, 2015, which designated the INDO REINVESTMENT ZONE (the "Reinvestment Zone"); and

4. CITY COUNCIL ORDINANCE NO. 2015-11-12-_____, dated November 12, 2015, which specifically approved this Agreement and authorized execution hereof.

B. The City Council, by its approval of this Agreement, hereby finds that the terms of this Agreement abide by the Guidelines and Criteria and approving this Agreement will not have any substantial long-term adverse effect on the provision of CITY services or the CITY's tax base and the planned use of the Property (defined below) inside the qualifying Reinvestment Zone by MANUFACTURER for the uses contemplated herein will not constitute a hazard to public safety, health or morals.

3. PROPERTY

A. MANUFACTURER has or intends to execute a lease (the "Lease") with the Port Authority of San Antonio so that MANUFACTURER holds a leasehold interest in real property located at or within the boundaries of the Port Authority of San Antonio (the "Property"), legally described in **EXHIBIT A**, attached hereto and incorporated herein. The Property is located within a designated Reinvestment Zone for the purposes of the Texas Property Redevelopment and Tax Abatement Act of 1987, V.A.T.S. Tax Code, Chapter 312. A summary of the Lease attached hereto and incorporated herein as **EXHIBIT D**.

B. MANUFACTURER has acquired or intends to acquire a leasehold interest in the Property in order to establish, locate and operate its U.S. corporate headquarters and manufacturing facility and to conduct its "Business Activities" which for the purposes of this Agreement, means the activities of a leading global supplier of precision engineered products using metal injection molding as the core manufacturing technology.

C. In order for MANUFACTURER to conduct the Business Activities on the Property, MANUFACTURER shall invest in certain personal property improvements in the amount of at least TWENTY-FOUR MILLION DOLLARS AND 0 CENTS (the "Personal Property Improvements"). No Personal Property Improvements subject to tax abatement under the terms of this Agreement shall be placed on the Property sooner than the Effective Date of this Agreement.

D. Prior to MANUFACTURER placing the Personal Property Improvements at the Property and commencing the Business Activities therein, MANUFACTURER shall establish under Manufacture's name one or more tax accounts with the Bexar County Appraisal District for the Personal Property Improvements and shall provide these tax account number(s) and the related entity information to the CITY.

4. MANUFACTURER'S REPRESENTATIONS

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

B. MANUFACTURER represents that there is no litigation pending against MANUFACTURER for any violations under the Occupational Safety and Health Act ("OSHA") in Bexar County.

5. MANUFACTURER'S OBLIGATIONS

A. Notwithstanding all other obligations and/or duties imposed on MANUFACTURER by any other incentive agreements it has entered into with the State of Texas, Bexar County and/or the City of San Antonio, MANUFACTURER is required

to accomplish the following in order to receive the full amount of tax abatement provided in this Agreement:

1) own, hold an interest in or otherwise control the Personal Property Improvements that are the subject of this Agreement; and

2) invest, or cause to be invested, at least TWENTY-FOUR MILLION DOLLARS AND 0 CENTS ($24,000,000.00) in Personal Property Improvements by the later to occur of December 31, 2021 or the fifth (5th) annual anniversary date of the Rent Commencement Date (as such term is defined in the Lease); provided, however, in no event shall the date by which the investment required to be made by MANUFACTURER in this paragraph be later than December 31, 2022, subject to Force Majeure as set forth below in Article 8.

(3) no later than the Rent Commencement Date (as such term is defined in the Lease), locate on the Property and continuously use the Property for Business Activities for the Term of this Agreement (the "Term of this Agreement" is defined as the Abatement Term and the six (6) year Recapture Period described in Article 7, Paragraph G); and

(4) create and maintain at least THREE HUNDRED THIRTY (330) full-time jobs in accordance with Table 1 below and maintain said full-time jobs for the remaining Term of this Agreement.

TABLE 1

Prior to December 31, 2017	So long as the Rent Commencement Date (as such term is defined in the Lease) occurs by May 31, 2017, MANUFACTURER shall create and maintain at least ONE HUNDRED THIRTEEN (113) Full-Time Jobs at the Property; provided, however, in the event the Rent Commencement Date occurs after May 31, 2017, MANUFACTURER's obligation to create and maintain the initial 113 Full-Time Jobs at the Property shall be deemed to be merged with its obligation to create an additional 47 Full-Time Jobs prior to December 31, 2018, such that the job creation milestone set forth immediately below shall be a total of 160 Full-Time Jobs created and maintained by Manufacturer prior to December 31, 2018, it being agreed that such merger of jobs creation and maintenance shall have no affect on MANUFACTURER's right to abate personal property taxes as set forth herein.

Prior to December 31, 2018	MANUFACTURER shall create and maintain at least an additional FORTY-SEVEN (47) Full-Time Jobs for a cumulative total of ONE HUNDRED SIXTY (160) full-time jobs at the Property;
Prior to December 31, 2019	MANUFACTURER shall create and maintain at least an additional FIFTY (50) Full-Time Jobs for a cumulative total of TWO HUNDRED TEN (210) full-time jobs at the Property;
Prior to December 31, 2020	MANUFACTURER shall create and maintain at least an additional SIXTY (60) full-time jobs for a cumulative total of TWO HUNDRED SEVENTY (270) Full-Time Jobs at the Property; and
Prior to December 31, 2021	MANUFACTURER shall create and maintain at least an additional SIXTY (60) Full-Time Jobs for a cumulative total of THREE HUNDRED THIRTY (330) full-time jobs at the Property.

The cumulative total of at least 330 Full-Time Jobs must be maintained at the Property from December 31, 2021 until the expiration of the Term of this Agreement.

5) comply with all other applicable provisions of this Agreement.

B. MANUFACTURER covenants and agrees to pay during the Term of this Agreement one hundred percent (100%) of its employees employed for the Business Activities at the Property at least the City's effective prevailing "living" wage as determined by the City Council in its Tax Abatement Guidelines. For the purpose of this Agreement, the current "living" wage is ELEVEN DOLLARS AND FORTY-SEVEN CENTS ($11.47) per hour. Commencing on the first anniversary of this Agreement and continue thereafter during the Term of this Agreement, seventy percent (70%) of all new and existing employees working at the Property must earn at least FOURTEEN DOLLARS AND SIXTY-SIX CENTS ($14.66) per hour.

C. For the purposes of this Agreement, a "Full-Time Job" shall constitute one position that performs a minimum of two thousand and eighty (2,080) straight-time paid hours in a fiscal year.

D. MANUFACTURER covenants and agrees that it shall offer all of its non-temporary, full-time employees employed at the Property a group healthcare benefits package, which consists substantially, though not necessarily all of benefits such as medical, dental, vision, voluntary term life supplement, critical illness insurance, short term disability, accident/sickness insurance, and long term disability, substantially similar as those employee benefits offered to similarly situated employees (i.e., performing

similar functions with similar duties and responsibilities) of MANUFACTURER in the United States in terms of value, cost to employees and number of options available. All coverage offered to employees and their qualified family members shall be at a reasonably affordable cost that meets the minimum essential coverage requirement under the Affordable Care Act. The current benefits offered to employees on the date of the execution of this Agreement are those set forth in **Exhibit B** attached hereto and incorporated herein, which may be revised from time to time by MANUFACTURER upon written notice to CITY, so long as such benefits comply with this Section D.

E. MANUFACTURER covenants and agrees that it shall comply with all applicable federal and state laws governing the employment relationship between employers and employees in all material respects.

F. MANUFACTURER covenants and agrees that it shall conduct its Business Activities (as defined in Article 3, Paragraph A) at the Property in accordance with all applicable federal, state and local laws in all material respects.

G. Any construction MANUFACTURER will perform or cause to be performed at the Property shall be in all material respects in accordance with all applicable federal, state and local laws including, but not limited to, Texas Commission on Environmental Quality regulations, Bexar County and City of San Antonio laws, Building Codes and ordinances, Historic Preservation and Urban Design ordinances, flood, subdivision, building, electrical, plumbing, fire and life safety codes and regulations, current and as amended.

H. MANUFACTURER covenants and agrees it shall hire at least twenty-five percent (25%) of its new employees at the Property from local residents, and that it shall to make a good faith effort to hire additional local employees for its Property to fulfill its requirements under Article 5, Paragraph A. "Local" is defined, for the purposes of this Paragraph, as an employee whose principal residence is located within the city limits of the City of San Antonio or within the county limits of Bexar County.

I. Except as provided herein, MANUFACTURER covenants and agrees that it shall use the Property only to conduct its Business Activities. Without additional consent or approval by the City Council, a parent, subsidiary or affiliate organization of MANUFACTURER or new entity created as a result of a merger, acquisition, or other corporate restructure or reorganization of MANUFACTURER, or any component thereof (hereinafter "Related Organization") may occupy and use the Property for such Related Organization's normal business activities so long as such activities are identical or substantially similar to the Business Activities. To be eligible for the tax abatements as provided in this Agreement, such Related Organization must agree in writing to fully comply with all applicable terms of this Agreement. Except as authorized above, MANUFACTURER covenants and agrees during the term of this Agreement not to change the Business Activities at the Property without prior approval by the City Council, as evidenced in a duly approved City Ordinance.

J. MANUFACTURER will covenant and agree that it shall maintain the Property and any constructed improvements in good repair and condition during the Term of this Agreement, normal wear and tear and damage by fire or other casualty not caused as a

result of the intentional act or misconduct of MANUFACTURER excepted. Compliance with the maintenance obligations imposed herein shall be presumed if MANUFACTURER follows its normal and customary maintenance procedures and schedules.

K. MANUFACTURER will covenant and agree that, upon five business days prior notice received by it from the CITY, MANUFACTURER shall allow designated representatives of the CITY access to the Property during normal business hours for inspection to determine if the terms and conditions of this Agreement are being met. This inspection is independent of CITY's police powers to inspect for purposes of assuring compliance with applicable City Codes and Ordinances. The CITY's access to MANUFACTURER's books and records will be limited to information needed to verify that MANUFACTURER is and has been conducting Business Activities at the property, its investment in Personal Property at the Property, verification of the number of full-time employees at the Property, and salaries paid to employees at the Property; provided, however, that the CITY shall not have the ability to obtain copies of MANUFACTURER's records or remove any information or documents from MANUFACTURER's files. Similarly, CITY shall not have the ability to obtain copies of MANUFACTURER's records or files that are protected by the trade secret privilege, the attorney-client privilege, as attorney work product, or by any applicable law, statute, regulation, or ordinance, however, for the purposes of ensuring compliance with this Agreement, City may receive from MANUFACTURER copies of information detailing MANUFACTURER's investment in personal property, hiring of employees and employee salaries. Should any good faith dispute or question arise as to the validity of the data provided, the CITY reserves the right to require MANUFACTURER to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of MANUFACTURER. CITY representatives may be accompanied by MANUFACTURER representatives and such inspections shall be conducted in such a manner as to (a) not unreasonably interfere with the operation of the Property; and (b) comply with MANUFACTURER's reasonable security and confidentiality requirements. Any information provided by MANUFACTURER shall be subject to applicable law or regulation, may be marked confidential and proprietary as appropriate, and if appropriately marked protected from further disclosure pursuant to applicable law or regulation.

L. During the Term of this Agreement, MANUFACTURER will covenant and agree to furnish each year, as applicable, the Chief Appraiser of Bexar County Appraisal District with information outlined in Chapter 22, V.A.T.S. Tax Code, as amended, as may be necessary for the tax phase-in and for appraisal purposes.

M. On or before January 31 and July 31 of each year during the Term of this Agreement, MANUFACTURER shall provide CITY's Director of Economic Development Department with a certification (the "**Semi-Annual Certification**") from an officer of MANUFACTURER attesting to the following information as of the preceding December 31st and June 30th respectively: (i) the number of Full-Time Jobs and New Full-Time Jobs maintained as of such date, (ii) the hire dates of each Full-Time Employee and New Full-Time Employee, (iii) the healthcare benefits offered to all Full-Time Employees and New Full-Time Employees and their respective eligible dependents, (iv) the total wages paid in connection with the Full-Time Jobs and the New Full-Time Jobs during the six months

preceding such date, and v) the aggregate investments made prior to such date that qualify toward the Property Improvement Investment hereunder. The information provided shall be on the form set forth in, or substantially similar to the form labeled "Monitoring Form" attached and incorporated herein as **EXHIBIT "C"**, as the same may be revised by CITY from time to time.

N. MANUFACTURER will covenant and agree to notify CITY in writing at least 30 days prior to any sale, transfer or sub-lease of the Property during the Term of this Agreement. CITY shall not unreasonably withhold approval of any requests for Assignment of this Agreement by MANUFACTURER under Article 11 and any new purchaser or transferee requesting Assignment shall be bound by same. Failure to provide the required notification under this Article 5, Paragraph N may render MANUFACTURER subject to the termination and recapture provisions under Article 7 without benefit of the Cure Period (as defined in Article 7, Paragraph E) at CITY's sole discretion.

O. MANUFACTURER will covenant and agree to notify CITY in writing at least 30 days prior to Relocating or Ceasing its Business Activities (as defined in Article 7, Paragraphs B and C). Failure to provide the required notification under this Article 5, Paragraph O may render MANUFACTURER subject to the termination and recapture provisions under Article 7 without benefit of the Cure Period (as defined in Article 7, Paragraph E) at CITY's sole discretion.

P. If, during the Term of this Agreement MANUFACTURER fails to create and retain at least the minimum number of full-time jobs required under Article 5, Paragraph A (5) of this Agreement over a period of two consecutive reporting periods, or MANUFACTURER fails to pay at least the minimum wages required under Article 5, Paragraph B of this Agreement, then the termination and recapture provisions of Article 7 of this Agreement may apply against MANUFACTURER at CITY's sole discretion.

Q. If, during this Agreement, MANUFACTURER allows its ad valorem taxes due on the personal property to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, then the termination and recapture provisions of Article 7 of this Agreement may apply against MANUFACTURER at CITY's sole discretion.

R. If, during the Term of this Agreement, MANUFACTURER defaults under that certain Chapter 380 Economic Development Program Grant Agreement between CITY and MANUFACTURER of even date and such default is not cured within the applicable cure period under the Grant Agreement, then the termination and recapture provisions of Article 7 of this Agreement may apply against MANUFACTURER at CITY's sole discretion.

6. TAX ABATEMENT

A. In the event MANUFACTURER meets all obligations of this Agreement, the City shall give MANUFACTURER a ONE HUNDRED PERCENT (100%) tax abatement of the City's portion of ad valorem taxes for the Personal Property Improvements at the Property for a term of ten (10) years commencing on January 1, 2016 or, at

MANUFACTURER's election in the event the Commencement Date of the Lease (as such term is defined in the Lease) does not occur by July 1, 2016, on January 1, 2017 (this ten (10) year abatement period is the "Abatement Term" of this Agreement). This Agreement only provides for the abatement of taxes on the Personal Property Improvements brought onto the site after the execution of this Agreement. The parties acknowledge and agree that the abatement of personal property taxes hereunder shall apply to all capital investment amounts made by MANUFACTURER during the Abatement Period in excess of the $24 million minimum investment set forth in Article 5.

B. At the commencement of the Term of this Agreement, MANUFACTURER shall own, have an interest in or otherwise control the Property and shall, in accordance with the Lease and subject to the timing of MANUFACTURER'S obligation or right to commence business operations under the Lease, conduct its Business Activities on a daily basis and continuously throughout the Term of this Agreement.

7. DEFAULT/TERMINATION/RECAPTURE

A. For purposes of this section, "Relocation" or "Relocate" shall mean MANUFACTURER, or a Related Organization which has taken the place of MANUFACTURER, transferring substantially all Business Activities to a location outside the designated Reinvestment Zone.

B. Should MANUFACTURER occupy and use the Property for its Business Activities and subsequently Relocate (as defined in this Article 7, Paragraph A) during the Term of this Agreement, unless such Relocation is caused by a Force Majeure, as defined in Article 8, then CITY shall have the right to terminate this Agreement. Said termination shall be effective for the calendar year during which the Relocation occurred. Unless MANUFACTURER presents credible evidence to clearly indicate a date of Relocation, CITY's determination shall be final and conclusive.

Upon termination, any and all taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured by CITY (pursuant to the calculation set forth in Article 7, Paragraph G) and CITY shall be entitled to the payment of such recaptured taxes within sixty (60) calendar days from the date it notifies MANUFACTURER in writing of termination of this Agreement.

C. If MANUFACTURER occupies and uses the Property for its Business Activities and subsequently ceases conducting Business Activities (or a substantial portion thereof) at the Property for a continuous period of three (3) months during the Term of this Agreement for any reason, except if such cessation is caused by a Force Majeure as defined in Article 8, then the CITY shall have the right to terminate this Agreement. Said terminations shall be effective for the calendar year during which the Property was no longer used for the required purposes stated herein. Unless MANUFACTURER presents credible evidence to clearly indicate a date of cessation, CITY's determination of a date of cessation shall be final and conclusive.

Upon termination, any and all taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured by CITY (pursuant to the calculation set forth in Article 7, Paragraph G) and CITY shall be entitled to the

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

D. If MANUFACTURER, a Related Organization or City-approved assignee fails to hire and retain the number of Full-Time jobs as required in Article 5 Paragraph A(5) and Table 1 of this Agreement, calculated by the averaging of the two most current semi-annual Employee Wage Information for Tax Abatement Request Forms, or substantially similar form (**EXHIBIT "C"**) for such calendar year of noncompliance, then for each such calendar year of noncompliance, the tax abatement shall be reduced in the following tax year by the same percentage as the deficiency in the Full-time Jobs requirement. *For example*, if MANUFACTURER hires and retains ninety percent (90%) of the Full-Time Jobs required in this Agreement at the Property or, if applicable, at its permanent or temporary headquarters in a given year, MANUFACTURER shall be entitled to ninety percent (90%) of the ad valorem personal property tax abatement for the Property for the following year. However, should MANUFACTURER fail to hire and retain at least fifty percent (50%) of the Full-Time Jobs requirement at the Property or, if applicable, at its permanent or temporary headquarters in a given year from and after the first jobs creation and maintenance milestone set forth in Table 1 of Article 5 above, then, at the option of CITY, this failure may be grounds for termination of this Agreement. Said termination shall be effective for the calendar year during which the Full-Time Jobs requirement as stated herein has not been met as required.

Upon termination, any and all taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured by CITY (pursuant to the calculation set forth in Article 7, Paragraph G) and CITY shall be entitled to the payment of such recaptured taxes within sixty (60) calendar days from the date it notifies MANUFACTURER in writing of termination of this Agreement.

E. During the Term of this Agreement, CITY may declare a default if MANUFACTURER fails to comply with any of the terms of this Agreement. Should CITY determine MANUFACTURER is in default under any of the terms of this Agreement; CITY will notify MANUFACTURER in writing at the address below in Article 9. If said default is not cured within sixty (60) calendar days from the date of such notice (hereinafter the "Cure Period"), then CITY shall have the right to terminate this Agreement. In the event that a default by MANUFACTURER cannot be cured within sixty (60) days after the date on which MANUFACTURER has received notice of such default, then the CITY shall not have the ability to terminate this agreement based on such default so long as MANUFACTURER has commenced to cure such default within the sixty (60) day cure period and such cure is being diligently pursued to its completion. If the Agreement is terminated as a result of default, all taxes abated shall be due for the tax year during which the termination occurred and shall accrue without further abatements for all tax years thereafter; in addition, CITY shall have the right to recapture from MANUFACTURER all previously abated property taxes under this Agreement (pursuant to the calculation set forth in Article 7, Paragraph G) and said taxes shall be paid by MANUFACTURER within sixty (60) calendar days of receiving CITY's written notification of recapture.

F. <u>Other Remedies Available.</u> CITY shall have the right to seek any remedy at law to which it may be entitled, in addition to termination and/or recapture, if

MANUFACTURER defaults under the terms of this Agreement. However, such termination and/or recapture shall be subject to any and all lawful offsets, settlements, deductions or credits to which MANUFACTURER may be entitled. The termination and/or recapture of taxes provided in this Article 7 are not applicable to situations involving minor changes to the description of the Property, or changes in ownership or in management thereof, so long as MANUFACTURER, a Related Organization or its CITY-approved successor or assignee continues conducting Business Activities or other authorized activities at the Property as provided hereinabove.

G. Calculation of Taxes Subject to Recapture. If MANUFACTURER fails to comply with any of its obligations under this Agreement and such default continues beyond the notice and cure period set forth in Subsection E above, then the City Council shall have the right to recapture from MANUFACTURER a percentage of the abated taxes based on the following table:

TERM YEAR	TOTAL TAXES PREVIOUSLY ABATED
During the Abatement Term	100%
First year after expiration of the Abatement Term	100%
Second year after expiration of the Abatement Term	80%
Third year after expiration of the Abatement Term	60%
Fourth year after expiration of the Abatement Term	40%
Fifth year after expiration of the Abatement Term	20%
Sixth year after expiration of the Abatement Term	10%

FORMULA: The recapture formula shall be:

Total Taxes Abated	X	Applicable Percentage from above Schedule	=	Amount to be Recaptured

CITY shall recalculate the amount of recapture pertaining to each tax year utilizing the above formula. A bill for each year will then be sent to MANUFACTURER.

8. AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure)

For purposes of this Article, "Force Majeure" is defined as an act of God, natural disaster, acts of public enemies, failures to act by any Governmental Authority, riots, perils of the sea, or any other extraordinary cause beyond the reasonable control of MANUFACTURER. It also includes explosion or other casualty or accident which is not the result of negligence, intentional act or misconduct on the part of MANUFACTURER. In addition to relief expressly granted in this Agreement, CITY may grant relief from performance of this Agreement if MANUFACTURER is prevented from compliance and performance by an event of Force Majeure. The burden of proof for the need for such relief shall rest upon MANUFACTURER. To obtain release based upon this Article 8, MANUFACTURER must file a written request with the CITY's Economic Development Department for processing to City Council for a decision, authorized by a duly approved Ordinance.

9. NOTICE

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (c) deposited, with fees prepaid, into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall be effective upon its deposit into the custody of the United States Postal Service or such nationally recognized delivery service as applicable; all other notices shall be effective upon receipt. From time to time, either party may designate another address for all purposes under this Agreement by giving the other party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

TO MANUFACTURER:

- (Whether personally delivered or mailed):

INDO-US MIM TEC PVT, Ltd.,
214, Carnegie Center, Suite 104
Princeton, New Jersey 08540
Attn: Brian Fulginiti, Esq.

WITH A COPY TO:

Donnelly Minter & Kelly, LLC
163 Madison Ave., Suite 320
Morristown, New Jersey 07960
Attn: Peter T. Donnelly, Esq.

TO CITY:

- If mailed:

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

- If by personal or overnight delivery:

Economic Development Department
Attn: Director
100 W. Houston Street, 19th Floor
San Antonio, Texas 78205

10. CONDITION

This Agreement is conditioned entirely upon the approval of the San Antonio City Council, as evidenced by duly approved Ordinance Number 2015-11-12-_____, dated November 12, 2015.

11. ASSIGNMENT

Except as otherwise expressly provided herein, this Agreement may be assigned or otherwise transferred, and assumed by the assignee, only with City Council's prior approval (which approval shall not be unreasonably withheld), as reflected in a duly adopted ordinance. MANUFACTURER must submit a written request to CITY for approval of the proposed assignment and assumption or other transfer at least thirty (30) days prior to the effective date of the assignment or transfer of any part of the Property; however, no City Council consent is required for an assignment or transfer to a parent of MANUFACTURER, a subsidiary of MANUFACTURER, an affiliate entity of MANUFACTURER, or to any new entity created as a result of a merger, acquisition or other corporate restructure or reorganization of MANUFACTURER. However, MANUFACTURER shall give CITY prior written notice of all assignments or other transfers that do not require City Council consent, as required under Article 5, Paragraph P. All future assignees shall be bound by all terms and/or provisions and representations of this Agreement.

12. GENERAL PROVISIONS

A. None of the property improvements described in this Agreement are financed by tax increment bonds.

B. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the CITY related to this project. No bonds for which the CITY is liable have been used to finance this project.

C. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. MANUFACTURER acknowledges that City Council approval is required for any and all of these actions.

13. SEVERABILITY

In the event any article, section, subsection, paragraph, subparagraph, sentence, phrase or work herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter contained herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

14. ESTOPPEL CERTIFICATE

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

15. OWNER STANDING

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

B. MANUFACTURER acknowledges it is either a foreign national entity, formed under the laws of India, or a United Stated domestically incorporated or organized entity, which will maintain a registered office and registered agent in the state of Texas and will register to transact business in Texas, as more particularly set out in the following Section C.

C. MANUFACTURER acknowledges it is a foreign national entity, formed under the laws of India, or a United Stated domestically incorporated or organized entity, and hereby warrants and represents that at all times during the term of this Agreement it will maintain a registered office and a registered agent for service of process in the State of Texas and will be and will remain in full compliance with all laws of the state for transacting business in Texas, including, without limitation registration with the Texas Secretary of State, and that CITY is relying on these representations and warranties and but for such representations and warranties CITY would not have entered into this Agreement with MANUFACTURER and any breach hereof.

16. APPLICABLE LAW

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

17. CONFLICTS OF INTEREST

A. CITY warrants and undertakes that no council member, employee or agent of CITY will receive from or give to any director, employee or agent of MANUFACTURER any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with this Agreement except as expressly provided for in the Agreement. CITY shall promptly notify MANUFACTURER of any breach of this Article and any consideration received as a result of such breach shall be paid over or credited to MANUFACTURER, without prejudice to the right of MANUFACTURER to seek compensation or claim damages or any other rights that MANUFACTURER may have under applicable law.

B. CITY shall maintain and retain complete and accurate records of this transaction for the current calendar year plus the next preceding two (2) calendar years, to enable MANUFACTURER to exercise its rights under this Article. MANUFACTURER shall have the right, at its expense, upon reasonable prior written notice to CITY, to audit the records of CITY relevant to this Agreement during CITY's normal business hours solely for the purpose of confirming CITY's compliance with this Article, and for no other purpose. For purposes of this Article, "records" shall mean all records relevant to this Agreement and the intent of this Article.

18. **DUPLICATE ORIGINALS**

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

EXECUTED and **AGREED** to as of November 12, 2015 (the "Effective Date").

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

_____
_____
_____

_____
Sheryl L. Sculley
CITY MANAGER

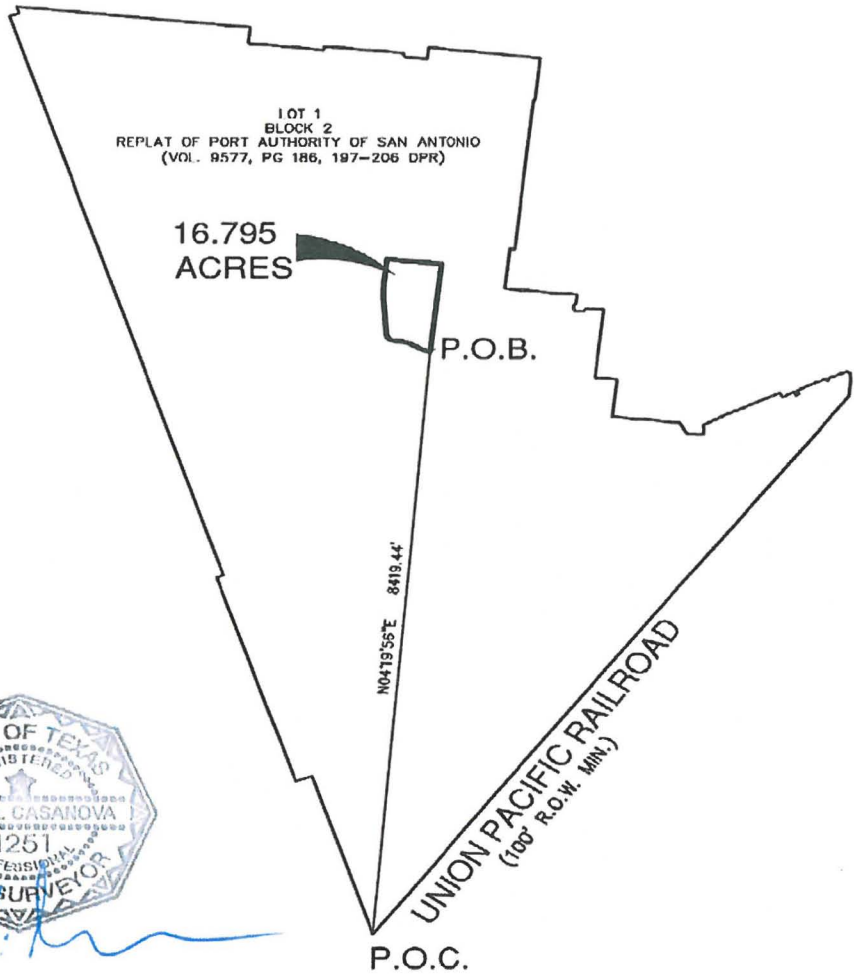
_____
Name
Title

ATTEST:

_____
Leticia Vacek
CITY CLERK

APPROVED AS TO FORM:

_____
Martha G. Sepeda
ACTING CITY ATTORNEY
EXHIBIT A: PROPERTY DESCRIPTION



STATE OF TEXAS
REGISTERED
DAVID A. CASANOVA
4251
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
FOR
ZONING

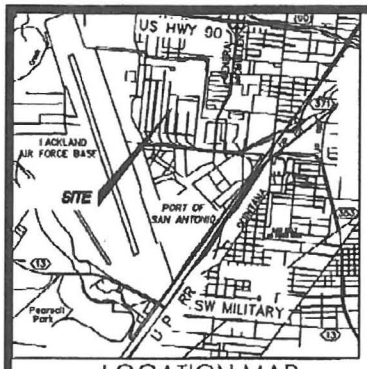
A 16.795 ACRE, MORE OR LESS, TRACT OF LAND, LOCATED ON LOT 1, BLOCK 2 OF THE REPLAT OF PORT AUTHORITY OF SAN ANTONIO SUBDIVISION RECORDED IN VOLUME 9577, PAGES 186, 197-206 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK 11304 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS
2000 NW LOOP 410 | SAN ANTONIO, TEXAS 78213 | PHONE: 210.375.9000 FAX: 210.375.9010
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 10193974

SHEET 1 OF 2

OCTOBER 9, 2015 JOB No.: 9350-15

Date: Oct 09, 2015, 1:46pm User ID: MHolmes
File: N:\Survey\15\15-9300\9350-15\9350-15_ZN-16.795 AC.dwg



LOCATION MAP

NOT TO SCALE

LEGEND:

DR DEED RECORDS OF BEXAR COUNTY, TEXAS
OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
FIR FOUND 1/2" IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. "THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

1 inch = 200'

200 0 100 200

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	523.10'	19°43'19"	N65°59'20"W	179.17'	180.06'
C2	500.00'	32°25'13"	N71°02'15"W	279.16'	282.92'
C3	100.00'	83°13'00"	N45°38'21"W	132.81'	145.24'
C4	1337.00'	9°45'05"	N00°50'42"E	227.28'	227.55'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N04°01'51"W	81.86'
L2	N04°01'51"W	423.07'
L3	N05°58'02"E	345.48'
L4	S84°04'00"E	656.01'
L6	S06°02'22"W	1270.26'

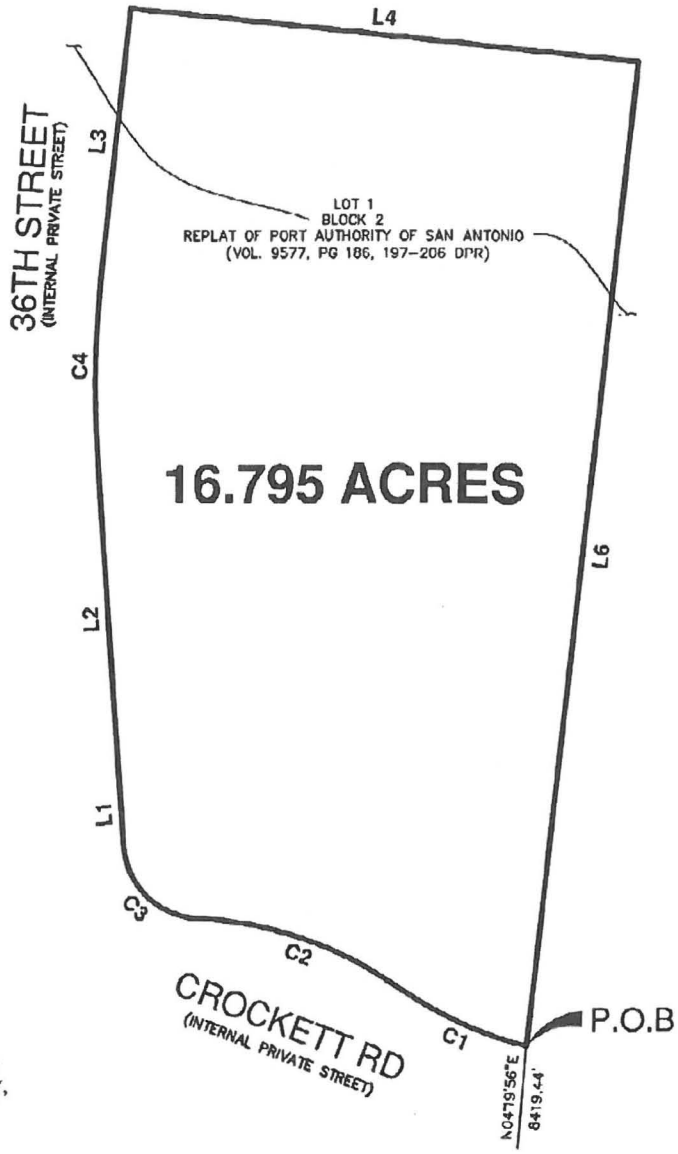


EXHIBIT
FOR
ZONING

A 16.795 ACRE, MORE OR LESS, TRACT OF LAND, LOCATED ON LOT 1, BLOCK 2 OF THE REPLAT OF PORT AUTHORITY OF SAN ANTONIO SUBDIVISION RECORDED IN VOLUME 9577, PAGES 186, 197-206 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK 11304 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

2000 NW LOOP 410 | SAN ANTONIO, TEXAS 78213 | PHONE: 210.375.9000 FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 10193974

SHEET 2 OF 2

OCTOBER 9, 2015 JOB No.: 9350-15

Date: Oct 09, 2015, 1:46pm User ID: bhalmes
File: N:\Survey\15-9300\9350-15\9350-15 ZN-16.795 AC.dwg

PAPE-DAWSON ENGINEERS
ANNIVERSARY

FIELD NOTES
FOR
ZONING

A 16.795 acres, more or less, tract of land, located on Lot 1, Block 2 of the Replat of Port Authority of San Antonio Subdivision recorded in Volume 9577, Pages 186, 197-206 of the Deed and Plat Records of Bexar County, Texas, in New City Block 11304 of the City of San Antonio, Bexar County, Texas. Said 16.795 acre tract being more fully described as follows:

COMMENCING: At a point at the southern most corner of said Lot 1;

THENCE: N 04°19'56" E, over and across said Lot 1, a distance of 8419.44 feet to the POINT OF BEGINNING of the herein described tract;

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

Northwesterly, along a non-tangent curve to the right, said curve having radius of 523.10 feet, a central angle of 19°43'19", a chord bearing and distance of N 65°59'20" W, 179.17 feet, for an arc length of 180.06 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 500.00 feet, a central angle of 32°25'13", a chord bearing and distance of N 71°02'15" W, 279.16 feet, for an arc length of 282.92 feet to a point;

Northwesterly, along a reverse curve to the right, said curve having a radius of 100.00 feet, a central angle of 83°13'00", a chord bearing and distance of N 45°38'21" W, 132.81 feet, for an arc length of 145.24 feet to a point;

N 04°01'51" W, a distance of 81.86 feet to a point;

N 04°01'51" W, a distance of 423.07 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 1337.00 feet, a central angle of 09°45'05", a chord bearing and distance of N 00°50'42" E, 227.28 feet, for an arc length of 227.55 feet to a point;

N 05°58'02" E, a distance of 345.48 feet to a point;

San Antonio | Austin | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

S 84°04'00" E, a distance of 656.01 feet to a point;

S 06°02'22" W, a distance of 1270.26 feet to the POINT OF BEGINNING, and containing 16.795 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with an exhibit prepared under job number 9350-15 by Pape-Dawson Engineers, Inc.

"This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 9, 2015
JOB NO. 9350-15
DOC. ID. N:\Survey15\15-9300\9350-15\Word\9350-15 FN-16.795 AC.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

STATE OF TEXAS
REGISTERED
DAVID A. CASANOVA
4251
PROFESSIONAL
LAND SURVEYOR

PAPE-DAWSON ENGINEERS

EXHIBIT B: EMPLOYEE BENEFITS

AmeriHealth NEW JERSEY

Platinum POS+ NTL $10/$25

Coverage Period: 03/01/2015 - 02/29/2016

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: SINGLE | **PlanType:** POS

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.amerihealthnj.com or by calling 1-888-968-7241.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For participating providers $0 person / $0 family. For non-participating providers $3,000 person / $6,000 family. Deductible may not apply to all services. See your cost information starting on page 2 for specific details.	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the **deductible**.
Are there other **deductibles** for specific services?	No.	You don't have to meet **deductibles** for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an **out-of-pocket limit** on my expenses?	Yes. For participating providers $2,500 person / $5,000 family. For non-participating providers $5,000 person / $10,000 family	The **out-of-pocket limit** is the most you could pay during a policy period for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the **out-of-pocket limit**?	Premiums, out-of-network balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain precertification for services.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit**.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for *specific* covered services, such as office visits.
Does this plan use a **network** of **providers**?	Yes. See **www.amerihealthnj.com/provider_finder** or call **1-888-968-7241** for a list of participating providers.	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 2 for how this plan pays different kinds of **providers**.
Do I need a referral to see a **specialist**?	No. You don't need a referral to see a specialist.	You can see the **specialist** you choose without permission from this plan.

Questions: Call 1-888-968-7241 or visit us at www.amerihealthnj.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary.
You can view the Glossary at www.amerihealthnj.com or call **1-888-968-7241** to request a copy.

54785

Important Questions	Answers	Why this Matters:
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed in the Excluded Services & Other Covered Services section. See your policy or plan document for additional information about **excluded services**.

- **Copayments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **coinsurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use participating **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use		Limitations & Exceptions
		an In-Network Provider	an Out-Of Network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$10 copay	30%, after deductible	----------none----------
	Specialist visit	$25 copay	30%, after deductible	----------none----------
	Other practitioner office visit	$25 copay	30%, after deductible	Therapeutic Manipulations: 30 visits per calendar year limit
	Preventive care / screening / immunization	No Charge	No Charge no deductible, up to $750 per child up to 1 year of age and $500 per covered person maximum	Routine Gynecological exam limited to 1 per calendar year
If you have a test	Diagnostic test (x-ray, blood work)	$25 copay(X-Ray)/ No Charge(Blood Work)	30%, after deductible	There is no cost for diagnostic services received in the Emergency Room or during a doctor's office visit.
	Imaging (CT/PET scans, MRIs)	$50 copay	30%, after deductible	Pre-certification required; There is no cost for diagnostic services received in the Emergency Room or during a doctor's office visit.

Common Medical Event	Services You May Need	Your Cost If You Use		Limitations & Exceptions
		an In-Network Provider	an Out-Of Network Provider	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.amerihealthnj.com/precert	Generic drugs	$10 Copay	Not Covered	Generic Preventive covered at no charge; Prior authorization required on some drugs; age, gender and quantity limits for some drugs; days supply limits on retail & mail order.
	Preferred brand drugs	$40 Copay	Not Covered	Prior authorization required on some drugs; age, gender and quantity limits for some drugs; days supply limits on retail & mail order.
	Non-preferred brand drugs	$60 Copay	Not Covered	Prior authorization required on some drugs; age, gender and quantity limits for some drugs; days supply limits on retail & mail order.
	Specialty drugs	$60 copay	Not Covered	Prior authorization required on some drugs; age, gender and quantity limits for some drugs; days supply limits on retail & mail order.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	$250 copay	30%, after deductible	Some outpatient surgeries require pre-certification. A complete list of surgeries requiring pre-certification is available at www.amerihealthnj.com/precert
	Physician/surgeon fees	No Charge	30%, after deductible	Some outpatient surgeries require precertification. A complete list of surgeries requiring precertification is available at www.amerihealthnj.com/precert
If you need immediate medical attention	Emergency room services	$100 copay	$100 copay	Your costs for Emergency Room services are waived if you are admitted to the hospital.
	Emergency medical transportation	No Charge	No Charge no deductible	----------none----------
	Urgent care	$50 copay	$50 copay	Your costs for urgent care are based on care received at an designated urgent care center or facility, not your physician's office. Costs may vary depending on where you receive care.
If you have a hospital stay	Facility fee (e.g., hospital room)	$300 copay per day, up to 5 days	30%, after deductible	If your plan includes a copay for these services, your copay will be waived if you are readmitted to the hospital within 90 days of discharge. However, if your plan covers these services with coinsurance, your costs will not be waived if you are readmitted. Precertifcation is required.
	Physician/surgeon fee	No Charge	30%, after deductible	Precertification required.
If you have mental health, behavioral health, or substance	Mental/Behavioral health outpatient services	$25 copay	30%, after deductible	----------none----------

Common Medical Event	Services You May Need	Your Cost If You Use		Limitations & Exceptions
		an In-Network Provider	an Out-Of Network Provider	
abuse needs	Mental/Behavioral health inpatient services	$300 copay per day, up to 5 days	30%, after deductible	Precertification is required
	Substance abuse disorder outpatient services	$25 copay	30%, after deductible	----------none----------
	Substance abuse disorder inpatient services	$300 copay per day, up to 5 days	30%, after deductible	Precertification is required
If you are pregnant	Prenatal and postnatal care	No Charge	30%, after deductible	----------none----------
	Delivery and all inpatient services	$300 copay per day, up to 5 days	30%, after deductible	Pre-notification requested
If you need help recovering or have other special health needs	Home health care	No Charge	30%, after deductible	Precertification is required; 60 visits per calendar year.
	Rehabilitation services	$25 copay	30%, after deductible	Physical Therapy/Occupational Therapy: 30 visits per calendar year (combined); Speech Therapy/Cognitive Therapy: 30 visits per calendar year(combined)
	Habilitation services	$25 copay	30%, after deductible	Physical Therapy/Occupational Therapy: 30 visits per calendar year (combined); Speech Therapy/Cognitive Therapy: 30 visits per calendar year(combined)
	Skilled nursing care	$300 copay per day, up to 5 days	30%, after deductible	Precertification is required
	Durable medical equipment	50%	50%, after deductible	Precertification is required
	Hospice service	No Charge	30%, after deductible	Precertification is required
If your child needs dental or eye care	Eye exam	No Charge	Not Covered	Pediatric vision; once every calendar year.
	Glasses	No Charge	Not Covered	Pediatric vision; once every calendar year.
	Dental check-up	Not Covered	Not Covered	----------none----------

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)		
• Acupuncture	• Cosmetic surgery	• Dental care (Adult)
• Long-term care	• Non-emergency care when traveling outside the U.S. (For details, see www.amerihealthnj.com)	• Routine eye care (Adult)
• Routine foot care	• Weight loss programs	

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)		
• Bariatric surgery	• Chiropractic care	• Hearing Aids (See Benefit Booklet/Member Handbook for Limitations)
• Infertility treatment	• Private-duty nursing	

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-968-7241. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If your health plan is subject to Employee Retirement Income Security Act (ERISA) requirements or if you are dissatisfied with a denial of coverage for claims under your plan, you may contact AmeriHealth NJ at 1-877-585-5731, prompt 2. You may also contact the U.S. Dept. of Labor Employee Benefits Security Administration at 1-866-444-3272. As an alternative, the New Jersey Department of Banking and Insurance can also provide assistance. Please contact them via the Internet: http://www.state.nj.us/dobi/consumer.htm, by email: ombudsman@dobi.state.nj.us, or by telephone: 1-888-393-1062.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Para obtener asistencia en Español, por favor comuníquese con el Servicio de Atención al Cliente al número que figura en su tarjeta de identificación.

Upang makakuha ng tulong sa Tagalog, tumawag sa numero ng telepono ng serbisyong pangkostumer na nakalista sa iyong card ng pagkikilanlan.

要取得中文協助，請撥打列示在您身份證上的客戶服務電話。

Táá Diné k'ehjí shíka 'adoowol nínízingo, ninaaltsoos bee ééhózinígíí béésh bee hane'é bikáá' bee bik'e'ashchínígíí bich'i' hodíilnih.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

- **Amount owed to providers:** $7,540
- **Plan Pays** $7,020
- **Patient Pays** $520

Sample Care Costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	**$7,540**

Patient Pays

Deductibles	$0
Copays	$370
Coinsurance	$0
Limits or exclusions	$150
Total	**$520**

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- **Amount owed to providers:** $5,400
- **Plan Pays** $3,720
- **Patient Pays** $1,680

Sample Care Costs:

Prescriptions	$2,900
Medical Equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	**$5,400**

Patient Pays

Deductibles	$0
Copays	$1,600
Coinsurance	$0
Limits or exclusions	$80
Total	**$1,680**

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ **No**. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ **No**. Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes**. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes**. An important cost is the **premium** you pay. Generally, the lower your **premium**,the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles** and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts(HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-888-968-7241 or visit us at www.amerihealthnj.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary.
You can view the Glossary at www.amerihealthnj.com or call **1-888-968-7241** to request a copy.

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EXHIBIT C: MONITORING FORM

City of San Antonio - Economic Development Department
Incentive Reporting Form

Company Name: INDO-US MIM TEC PVT, Ltd.

Reporting Period:

Name/Phone/Email of Person Preparing Report:

Real Property: expenditures associated with real property improvements during reporting period (Verification may include AIA forms, receipts, invoices, request for payment from contractor, etc.)	
1. Improvements occurring during reporting period	$
2. Improvements existing prior to reporting period	$
3. Total real property improvements *(Attach supporting documents.)*	$
Personal Property: expenditures associated with personal property improvements during reporting period (Verification may include receipts, invoices, requests for payment, etc.)	
4. Improvements occurring during reporting period	$
5. Improvements existing prior to reporting period	$
6. Total personal property improvements *(Attach supporting documents.)*	$
Inventory/Supplies: (Verification may include receipts, invoices, requests for payment, etc.)	
7. Improvements occurring during reporting period	$
8. Improvements existing prior to reporting period	$
9. Total investment on Inventory and Supplies (Attach supporting documents.)	$
Jobs: full-time (2,080 straight-time paid hours) jobs created during reporting period (Verification: payroll registers with total number of employees, dates of hire, hourly wages, etc.)	
10. Jobs created during reporting period	
11. Total number of jobs at the facility *(For supporting documents, see above.)*	
12. What is the minimum hourly wage paid at the facility *(For supporting documents, see above.)*	
Additional Contractual Obligations (As applicable to your agreement)	
13. Percent of workforce that is economically disadvantaged (attach information regarding company's good-faith efforts).	
14. Percent of workforce that is local.	
15. Percent of workforce receiving premium wages.	
16. Regarding employee benefits, please attach separate sheet demonstrating compliance with your agreement.	
17. Please attach separate sheet detailing information required under Section -- of agreement	
Certification	
I certify, under penalty of perjury, that the information provided in this report and the attached documents is correct, and that the company has complied with all terms and conditions of its agreement with the City of San Antonio.	

Signature: Date:

Printed Name: Title:

Mail original signed form, with supporting documents, to: Economic Development Department, Operations & Monitoring, City of San Antonio, P. O. Box 839966, San Antonio, Texas 78283-3966. For questions regarding this report, please contact Pamela Cruz, Sr. Management Analyst, at 210/207-0150 or e-mail: monitoringandops@sanantonio.gov.

EXHIBIT D: SUMMARY OF LEASE