

STATE OF TEXAS

COUNTY OF BEXAR

BASIC FIRE SERVICES AGREEMENT

This Basic Fire Services Agreement (hereinafter referred to as the "Fire Services Agreement") is made and entered into by and between the City of San Antonio (hereinafter referred to as the "CITY"), a Texas municipal corporation acting by and through its City Manager or designee, pursuant to Ordinance No. 2012-06-14-0451 dated June 14, 2012 and Maruchan Texas, Inc. a Texas corporation, its successors and assigns (hereinafter referred to as the "Manufacturer") (collectively, sometimes referred to as the "Parties").

WHEREAS, the Manufacturer intends to purchase approximately 55.3 acres of land situated in Bexar County, Texas, which is more particularly described in Attachment I hereto (the "Property"), and which is located within the extraterritorial jurisdiction of the City of San Antonio, as that term is defined in Section 42.021, Extent of Extra-territorial Jurisdiction, Texas Local Government Code, and has been designated an Industrial District by CITY ordinance; and

WHEREAS, the CITY and the Manufacturer desire to enter into this Fire Services Agreement that will run concurrently and be subject to the Industrial District Non-Annexation Agreement entered into between the CITY and the Manufacturer pursuant to Ordinance No. 2012-06-14-0451 passed by the City Council of the City of San Antonio, Texas on the 14th day of June, 2012; (the "Industrial District Non-Annexation Agreement"); **NOW THEREFORE:**

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

SECTION 1. CITY agrees to provide fire protection and firefighting services to the Property in the same manner and to the same extent as if said Property were located within the City limits of San Antonio, except as limited by the provisions of this Fire Services Agreement. CITY shall provide said services beginning on the date of execution of this Fire Services Agreement and ending upon the earlier to occur of: (a) the expiration of the Industrial District Non-Annexation Agreement; or (b) the earlier termination of this Fire Services Agreement (the "Term of the Fire Services Agreement"). Manufacturer understands and agrees that the CITY does not provide emergency medical services ("EMS") to unincorporated areas of Bexar County. Therefore, CITY will not be providing "First Responder" or EMS services to the Property.

SECTION 2. For and in consideration of Manufacturer receiving fire protection and firefighting services from CITY, Manufacturer shall pay CITY a basic fire service fee of thirty-five thousand dollars (\$35,000.00) annually (the "Annual Service Fee"). Manufacturer shall pay the Annual Service Fee within ten (10) business days of execution of this Fire Services Agreement and thereafter Manufacturer shall pay the CITY the Annual Service Fee no later than the anniversary date of the execution of this Agreement every year of the Term of the Fire Services Agreement. Such basic service fee shall not include the response fee(s) required for hazardous materials

(HAZMAT) incidents as such fee(s) are established in City Ordinance No. 72267, and as amended.

SECTION 3. Manufacturer agrees that as a condition to receiving fire protection and firefighting services under the terms of this Fire Services Agreement that:

A. All site development in the Industrial District shall comply with those requirements set forth in the Industrial District Non-Annexation Agreement.

B. Persons designated by the CITY shall be provided reasonable access and permitted to inspect, at reasonable times, structures to be provided fire protection and firefighting services to assure that the construction on the Property is in compliance with all applicable CITY building, fire, plumbing and electrical codes, regulations and ordinances.

SECTION 4.

A. It is further agreed by Manufacturer that when any building or structure of the Property is on fire or may be deemed to be hazardous and likely to take fire or communicate the fire to other buildings, the CITY, through its Fire Chief or designated representative, may do whatever may be deemed necessary by him for the safety and protection of property and citizens when controlling a fire.

B. Manufacturer agrees to fully indemnify, defend and hold harmless the CITY and the elected officials, agents, and employees, officers, directors and representatives of CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature including, but not limited to, personal injury or death and property damage, made upon CITY directly arising out of, resulting from or related to Manufacturer's negligence pursuant to this Fire Services Agreement, including any acts or omissions of Manufacturer, any agent, officer, director, representative, employee, consultant of Manufacturer, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Fire Services Agreement, all without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the Parties under Texas law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Manufacturer shall promptly advise CITY in writing within 24 hours of any claim or demand against CITY or Manufacturer known to Manufacturer related to or arising out of Manufacturer's activities under this Fire Services Agreement and shall see to the

investigation of and defense of such claim or demand at Manufacturer's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving Manufacturer of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the Parties to this Agreement that the INDEMNITY provided for in this section is an INDEMNITY extended by Manufacturer to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from the consequences of the CITY'S OWN NEGLIGENCE provided, however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death or damage and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. Manufacturer further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death or damage for which this INDEMNITY shall apply, as set forth above. In addition, it is agreed by Manufacturer that CITY shall not be responsible for, nor will it be required to, replace or repair any such damage sustained by any building and its contents as the result of firefighting operations.

C. CITY will use due diligence in providing fire protection and firefighting services to the Property. CITY, however, does not in any way assume to act as an insurer of the Property covered under this Fire Services Agreement or to pay for any damage that may occur as a result of fire, water or explosion. Nor does CITY assume any obligation under the terms of this Fire Services Agreement to construct additional fire stations, purchase additional firefighting equipment, or hire additional manpower for the protection of the Property. Rather, Manufacturer understands that it is not entitled to any greater protection than residents located within the CITY receive and that CITY will not be held liable for any additional time required to respond to a fire alarm because said premises and structures are located outside the corporate limits of CITY.

D. Manufacturer shall provide the City Fire Chief an engineer's site plan, approved by the City Fire Chief, showing the location of any new building or buildings to be provided fire protection prior to the date of Manufacturer's construction of any new buildings at the Property.

SECTION 5. Manufacturer agrees that the Property will be for the exclusive use of a targeted industry (food manufacturing) consistent with CITY's Tax Abatement Guidelines, adopted prior to this Fire Service Agreement.

SECTION 6. This Fire Services Agreement may be terminated by the CITY for Manufacturer's non-payment of the Annual Service Fee if the non-payment continues uncured for a period of thirty (30) days from the date Manufacturer receives written notice from the CITY Finance Department of its failure to pay the required fees. The Finance Department shall send a copy of written notice to the Economic Development Department Director. The foregoing notice of cancellation or intention to cancel or terminate this Fire Services Agreement shall specifically

state: (1) the sums then due and owing, (2) that Manufacturer's failure to make the required payment within thirty (30) days of the date Manufacturer receives written notice shall result in cancellation or termination of the Fire Services Agreement, and (3) the date by which the payment must be received by CITY to avoid cancellation of the Fire Services Agreement. Manufacturer may terminate this Fire Services Agreement on January 1 of any year of the Term of this Fire Services Agreement by giving not less than thirty (30) days prior written notice of termination to CITY.

SECTION 7. It is understood by the Parties hereto that if the Industrial District Non-Annexation Agreement is terminated for any reason by either Party, then this Fire Services Agreement will automatically terminate. The Parties further agree that upon annexation of the Property by the CITY, this Fire Services Agreement will automatically terminate. It is further agreed by the Manufacturer that should any portion of the Property become annexed by CITY or de-designated (hereinafter referred to as "De-Designated Parcels") in the manner set out in the Industrial District Non-Annexation Agreement, such De-Designated parcel or parcels shall no longer be eligible for fire protection/firefighting services under this Fire Services Agreement, and CITY may, without notice, immediately cease providing said services upon the effective date of said annexation by the CITY or de-designation. If the Fire Services Agreement is terminated pursuant to this Section 7, then CITY shall refund to Manufacturer an amount equal to the pro rata portion of the last Annual Service Fee paid by the Manufacturer that is attributable to any period following the date of termination.

SECTION 8. Manufacturer understands and agrees that its rights to fire protection and firefighting services pursuant to this Fire Services Agreement are not transferable or assignable by Manufacturer without the prior written consent of CITY, unless such assignment is to a successor entity or affiliate of the Manufacturer.

SECTION 9. If any clause or provision of this Fire Services Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the City Charter, City Code, or ordinances of the City of San Antonio, Texas then, and in that event, 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 Fire Services Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

SECTION 10. For purposes of this Fire Services Agreement, all official communications and notices among the Parties 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
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

if by delivery to:

Director, Economic Development
City of San Antonio
100 Military Plaza
San Antonio, TX 78205

Manufacturer

Maruchan Texas, Inc.
15800 Laguna Canyon Rd.
Irvine, CA 92618

With copy to:

Golden Steves Cohen & Gordon LLP
Attn: Steve Golden
300 Convent, Suite 300
San Antonio, TX 78205

SECTION 11. Should Manufacturer fail to perform any term, condition or covenant contained in this Fire Services Agreement, and such failure continues for a period of thirty (30) days after Manufacturer's receipt of written notice from CITY of such failure, then CITY shall have the right to terminate this Fire Services Agreement.

SECTION 12. This Fire Services 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.

SECTION 13. 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.

Signatures appear on next page.

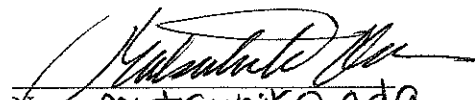
EXECUTED this 15th day of November, 2012.

CITY OF SAN ANTONIO



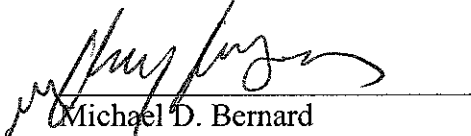
Pat DiGiovanni
Deputy City Manager

MARUCHAN TEXAS, INC.



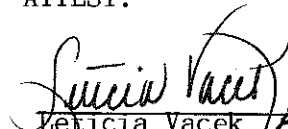
Name: Mutsuniko Oda
Title: President

APPROVED AS TO FORM:



Michael D. Bernard
City Attorney

ATTEST:


Leticia Vacek
City Clerk

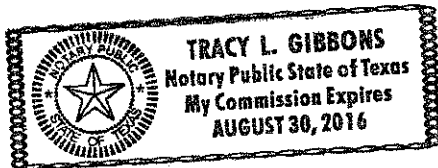
Exhibits:

Attachment I – Property Description

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this 15th day of November 2012, personally appeared Mutshiko Oda President (Title) of Maruchan Texas, Inc., 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.

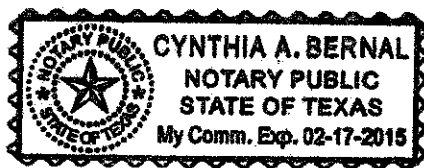


Tracy L. Gibbons
NOTARY PUBLIC
State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

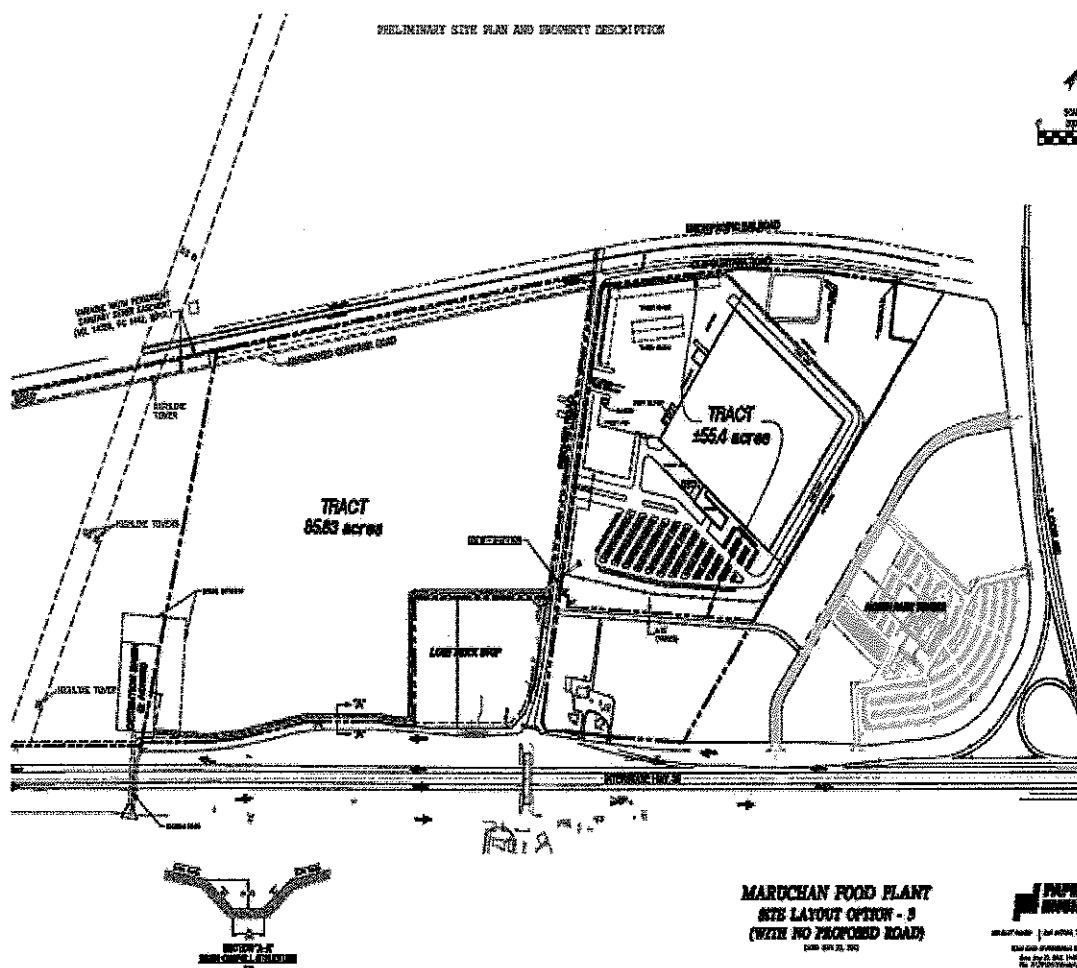
BEFORE ME, the undersigned authority, on this 15th day of November, 2012, personally appeared Pat DiGiovanni, Deputy City Manager of the City of San Antonio, a Texas municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.



Cynthia A. Bernal
NOTARY PUBLIC
State of Texas

Attachment I

Property Description



STATE OF TEXAS

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COUNTY OF BEXAR

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INDUSTRIAL DISTRICT NON-ANNEXATION AGREEMENT

This Industrial District Non-Annexation Agreement (the "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. 2012-06-14-0451 dated June 14, 2012, and Maruchan Texas, Inc. (the "Manufacturer"), a Texas corporation, its successors and assigns; (the CITY and the Manufacturer are sometimes collectively referred to herein as the "Parties").

WHEREAS, the Manufacturer seeks to purchase a certain approximately 55.3-acre tract of land situated in Bexar County, Texas, such tract being depicted on **Attachment I** hereto (the "Property"), and construct a food manufacturing plant, warehouse and distribution facility on the Property (the "Project") in multiple phases, it being anticipated that the Project will eventually entail the investment of Three Hundred Eighteen Million and No/100 Dollars (\$318,000,000.00) and up to five hundred thirty-eight (538) full-time equivalent jobs;

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 Local Government Code (the "Extraterritorial Jurisdiction"), and the Manufacturer seeks assurances from the CITY that the Property will not be annexed into the CITY during the Term of this Agreement;

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

WHEREAS, the City Council has designated the Property as the Maruchan Industrial District pursuant to Section 42.044(b) of the Local Government Code and desires to enter into this Agreement pursuant to Section 42.044(c) of the 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:

SECTION 1. Term. This Agreement shall commence upon its Effective Date and remain in effect until December 31, 2018.

SECTION 2. Non-Annexation. The CITY hereby confirms that it has designated the Property as the Maruchan Industrial District (the "Industrial District") pursuant to Ordinance No. 2012-06-14-0451 dated June 14, 2012. Subject to the conditions set forth in this Agreement, the CITY hereby guarantees that, during the Term of this Agreement, 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 during the Term of this Agreement.

SECTION 3. Petition for Annexation. The Parties agree that the Industrial District may be annexed by the City following the expiration of the Term of this Agreement, pursuant to Section 43.052 (h)(3)(A) of the Texas Local Government Code. To facilitate such annexation, the Manufacturer 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 sixty (60) days following the occurrence of: (A) acquisition of the Property by the Manufacturer, and (B) completion of Phase 1 (defined below) of the Project. This Section 3 shall survive the termination of this Agreement.

SECTION 4. The Manufacturer’s Performance Obligations.

(A) Prior to the end of the Term of this Agreement, the Manufacturer shall complete the first phase of the Project (“Phase 1”), which shall include the investment of approximately One Hundred Seventy-Five Million and NO/100 Dollars (\$175,000,000.00) by Manufacturer in the Project, such investment including all investment in real and personal property for the Project (including land); and (2) the creation and maintenance of Employment Opportunities for a minimum of two hundred eighty (280) full-time equivalent, non-temporary positions. For purposes of this Agreement, “Employment Opportunities” shall include all employment at the Project including both (a) direct employment by the Manufacturer, and (b) employment by a third-party staffing company that may contract with the Manufacturer to provide staffing for the Project. For purposes of this Section, “completion” of Phase 1 shall be defined as commencement of manufacturing operations at the Industrial District.

(B) Upon the completion of Phase 1, the Manufacturer shall continue to operate a food manufacturing facility within the Industrial District during the Term of this Agreement, the Parties hereby agreeing that such use meets the criteria under the City of San Antonio Tax Abatement Guidelines in effect at time this Agreement for “manufacturing,” which is qualified targeted industry under such guidelines.

(C) The Manufacturer shall make reasonable commercial efforts to have forty percent (40%) of the initial Employment Opportunities for the Project filled by persons living in State Enterprise Zone Areas (as defined by the State of Texas) located within the City of San Antonio and/or Bexar County.

(D) Prior to the commencing operations in Phase 1 of the Project, the Manufacturer shall make reasonable commercial efforts to utilize the services of Workforce Solutions Alamo (an agency of the State of Texas) for the purpose of conducting a number of employment events for the Project within Bexar County, as reasonably sufficient for purposes of fulfilling the Employment Opportunities for Phase 1, such events to be advertised or publicized to the public by Workforce Solutions Alamo in the manner that is customary; provided, however, that in no event shall the Manufacturer be required to sponsor more than four (4) such employment events.

(E) The Manufacturer agrees to provide, or cause any third-party staffing company that may contract with the Manufacturer to provide staffing for the Project to provide,

those persons fulfilling the Employment Opportunities at the Project during the Term of this Agreement with the option of acquiring health, dental, and vision insurance similar to the insurance currently available to persons fulfilling similar employment opportunities at the Manufacturer's facility in California as of the date hereof;

(F) During the Term of this Agreement, the Manufacturer 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 the construction of Phase 1. The CITY shall assist the Manufacturer and/or its prime construction contractor, upon request, in identifying qualified small, minority-owned, and women-owned businesses.

(G) During the Term of this Agreement, the Manufacturer shall submit an annual report to the Director of the Economic Development Department detailing relevant economic development activity generated within the Industrial District pursuant to this Agreement, including information on job creation and investment. This report shall be submitted within the 30 days following each anniversary of the Effective Date of this Agreement during the Term hereof.

(H) Prior to commencement of construction of any structure in the Industrial District during the Term of this Agreement, the Manufacturer shall deliver plans, certified by all structural, mechanical and electrical engineers responsible for such construction, to City's Director of Development Services (the "Director"). 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 Codes (as in effect on March 1, 2012 pursuant to Ordinance No. 2011-12-01-0984) , as well as exceptions to City Codes authorized by the Director. Upon completion of each structure on the Property during the Term of this Agreement, the Manufacturer 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 Codes and ordinances.

SECTION 5. 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 Manufacturer, the Manufacturer 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 Manufacturer 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."

SECTION 6. Default. If Manufacturer fails to satisfy any of the performance obligations set forth in Section 4 above, then the CITY may declare a default by delivering notice to Manufacturer setting the specific default by Manufacturer being alleged by the CITY. The Manufacturer shall have sixty (60) calendar days from the date such notice is received (the "Cure Period") to cure or correct the alleged default; provided, however, that if Manufacturer demonstrates to CITY's satisfaction that Manufacturer cannot reasonably cure such default within the Cure Period, the Cure Period shall then be extended by CITY for period of time that the Parties mutually agree is reasonably necessary to allow Manufacturer, acting in good faith, to diligently pursue such cure. If said default is not cured within the Cure Period, or as may be extended, the CITY shall have the option, as its sole remedies, of (a) terminating this Agreement, or (b) removing from the Industrial District the portions of the Industrial District upon which Manufacturer has failed to perform (the "De-Designated Parcels") and, upon such loss of designation, those portions of the Industrial District shall be eligible for annexation. In the event of loss of Industrial District designation, Manufacturer may thereafter apply for re-designation of said parcel or parcels of the Industrial District subject to the same expiration date and Term regarding the "Petition for Annexation" as applicable in this Agreement once Manufacturer has cured the default which caused de-designation so long as the parcel or parcels affected have not been annexed by the CITY. It is understood by the Parties to this Agreement that if CITY terminates this Agreement pursuant to the above provisions, said termination shall not require approval by the City Council but shall instead require only administrative written notification by CITY to Manufacturer giving notice of such termination and the effective date thereof.

SECTION 7. 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

Manufacturer: Maruchan Texas, Inc.
15800 Laguna Canyon Road
Irvine, CA 92618

With copies to: Golden Steves Cohen & Gordon LLP
Attn: Steve Golden
300 Convent, Suite 2600
San Antonio, TX 78205

SECTION 8. 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 or preceding 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.

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

(E) 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.

(F) 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.

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

(H) 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.

(I) 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.

(J) 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.

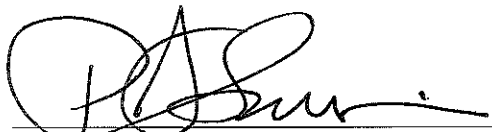
(K) This Agreement (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, 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.

(L) This Agreement may not be modified or amended, except by an agreement in writing signed by the CITY and the Manufacturer. 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.

Signatures appear on next page.

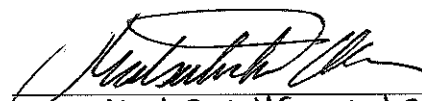
EXECUTED in triplicate, each of which shall constitute an original, this 15th day of ~~September~~, 2012 (the "Effective Date").
November

CITY OF SAN ANTONIO



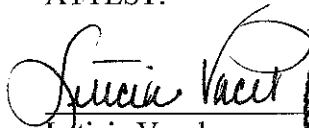
Pat DiGiovanni
Deputy City Manager

MARUCHAN TEXAS, INC.



Name: Mutsuniko Oda
Title: President

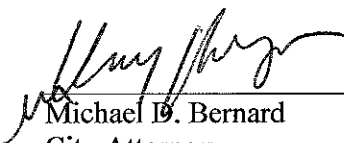
ATTEST:



Leticia Vacek
City Clerk



APPROVED AS TO FORM:



Michael D. Bernard
City Attorney

ATTEST (if necessary):

Name: _____

STATE OF Texas

COUNTY OF Bexar

BEFORE ME, the undersigned authority, on this 15th day of November, 2012 personally appeared Mutsubiko Oda, President (title) of Maruchan Texas, Inc., 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.

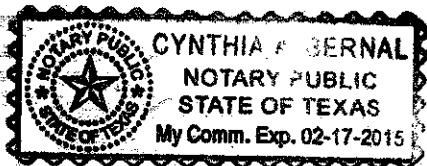


Tracy L. Gibbons
Notary Public

STATE OF TEXAS

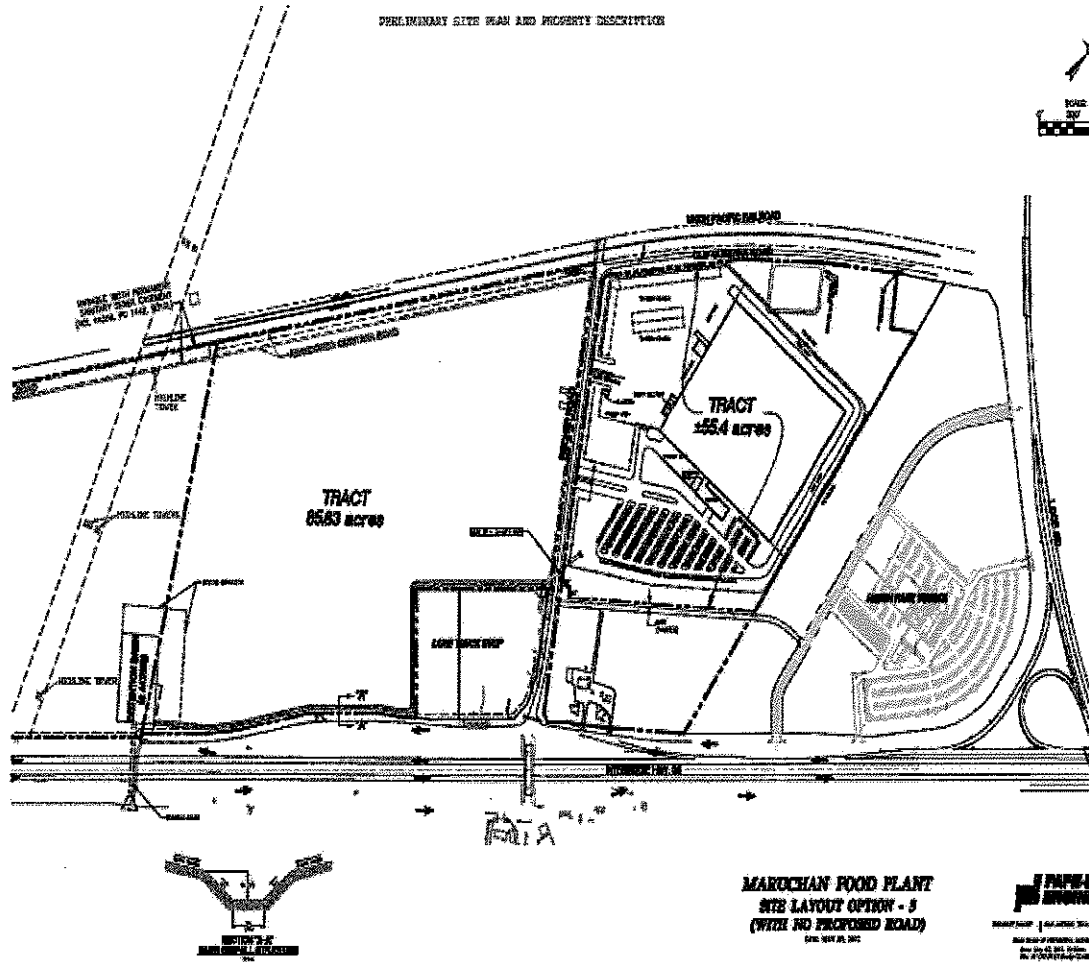
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this 15th day of November, 2012 personally appeared Pat DiGiovanni 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.



Cynthia A. Gernal
Notary Public, State of Texas

PROPERTY DESCRIPTION



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.

MARUCHAN TEXAS, INC.

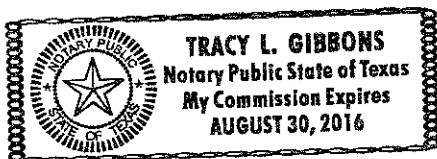
By: _____

Name: Mutsuniko Oda
Title: President

STATE OF Texas

COUNTY OF Bexar

BEFORE ME, the undersigned authority on this day personally appeared known to me to be the person whose name is Mutsuniko Oda, subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this 5th day of November, 2012.



Tracy L. Gibbons
NOTARY PUBLIC, Bexar County, Texas