

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“Agreement”) is made by and between the City of Farmers Branch, Texas (“City”) and **Southwest Convenience Stores, LLC**, a limited liability company authorized to operate in Texas (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

WHEREAS, the Company has or intends to lease property located at 5001 LBJ Freeway, Suite 950, 9th Floor, Farmers Branch, Texas, with approximately 10,678 square feet of leasable space (hereinafter referred to as the “Premises”), for a period of at least ninety (90) months (hereafter defined as the “Lease”), for the relocation of its U.S. corporate headquarters; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate its headquarters to the Premises and enter into the Lease would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the promotion of the expansion of existing businesses within the City and the recruitment of new business enterprises to the City will promote economic development, stimulate commercial activity, generate additional sales and personal property taxes, and enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code, Chapter 380, to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with this Agreement is in accordance with the City Economic Development Program and will (i) further the objectives of the City; (ii) benefit the City and the City’s inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I

Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Annual Grants” shall mean five (5) annual economic development grants to be provided by the City, each in an amount equal to one hundred percent (100%) of the ad valorem taxes assessed by the City against the tangible personal property located at the Premises and collected by the City for the applicable Grant Year, to be paid as set forth herein. Annual Grants do not include any additional taxes imposed pursuant to Tax Code Section 23.55 (rollback taxes).

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property, and such appointment is not terminated within one hundred twenty (120) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within one hundred twenty (120) days after the filing thereof.

“City” shall mean the City of Farmers Branch, Texas.

“Commencement Date” shall mean the date the certificate of occupancy is issued by the City for the Company’s occupancy of the Premises.

“Company” shall mean Southwest Convenience Stores, LLC, a limited liability company authorized to conduct business in Texas.

“Company Affiliates” means any entities related to the Company by direct or indirect common or overlapping ownership, where collectively the Company and all Company Affiliates are a group of entities in which a single parent entity owns directly or indirectly a majority or other controlling interest in each other entity that is part of the group.

“Company Affiliate List” means a written list of Company Affiliates that may assume the Lease of the Premises, which includes the taxpayer identification number, taxpayer name, and outlet location(s) in the City for each Company Affiliate as reported to the State of Texas.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean March 1 of the calendar year following the fifth (5th) anniversary date of the Commencement Date.

“Force Majeure” shall mean an event wholly or partially preventing a Party from the performance of any obligation or duty placed on such Party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the Party’s control and not attributable to its malfeasance, neglect or nonfeasance (each an event of “Force Majeure”). In the event of Force Majeure, the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the Party complies with the provisions herein. Specifically, the Party asserting Force Majeure (i) shall give prompt written notice to the other Party of the prevention of performance as soon as the asserting Party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the Party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable. The failure to provide the notice required herein shall be deemed a forfeiture of any claim of Force Majeure.

“Grant Period” shall mean a calendar quarter (with the calendar quarters ending March 31, June 30, September 30, and December 31), except that the first Grant Period shall begin on the Commencement Date and continue through and including the last day of the first full calendar quarter following the Commencement Date.

“Grant Year” shall mean a given Tax Year except that the first Grant Year shall mean January 1 of the first full calendar year following the Commencement Date. For illustration purposes only, assume that the Commencement Date is December 1, 2025, the first Grant Year would be Tax Year 2026.

“Grants” shall collectively mean the Annual Grants.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by a public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

“Lease” shall mean the Company’s lease of the Premises which is scheduled to expire at least ninety (90) months after the Lease Inception.

“Lease Inception Date” shall mean the commencement date of the lease term under the Lease, but no later than October 13, 2025, provided that such date shall be extended on a day-for-day basis for each day of delay caused by Force Majeure.

“Payment Request” shall mean an Annual Grant, a written request from Company to the City for payment the applicable Annual Grant, which request shall be accompanied by copies of tax statement and/or receipt(s) and/or other evidence reasonably satisfactory to the City to establish that the ad valorem taxes assessed against the tangible personal property located at the Premises and been paid for such Grant Year.

“Premises” shall mean the property located at 5001 LBJ Freeway, Suite 950, 9th Floor, Farmers Branch, Texas, with approximately 10,678 square feet of leasable space.

“Related Agreements” shall mean any agreement by and between the City and the Company or any of its affiliated or related entities.

“Required Use” shall mean the continuous use and occupancy of the Premises for the operation of an office of the Company, a Company data center and/or a Company call center, and other related uses in connection with the operation of the business of the Company.

“State of Texas” shall mean the Office of the Texas Comptroller, or its successor.

“Taxable Items” shall mean both “taxable items” and “taxable services” as those terms are defined by Chapter 151, Texas Tax Code, as amended.

“Taxable Value” shall mean the appraised value as certified by the appraisal district, or its successor, for a given year.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

Article II

Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Economic Development Grants

3.1 Annual Grants. (a) Subject to the continued satisfaction of all the terms and conditions of this Agreement, the City agrees to provide the Company with five (5) Annual Grants to be paid on March 1 of each calendar year (or the immediately following business day if March 1 is not a business day), beginning with March 1 of the first full calendar year following the first Grant Year, provided the City has received the City ad valorem taxes assessed against the tangible personal property located at the Premises in full for the respective Grant Year (i.e., the tax year immediately preceding the year in which an Annual Grant is to be made) (with it understood that the immediately preceding tax year is used to

determine the amount of the Annual Grant). Notwithstanding the above, City's obligation to pay an Annual Grant shall not be earlier than ten (10) business days after the Company delivers to City a true and correct copy of the receipt from the Dallas County Tax-Assessor Collector showing the payment in full of the City ad valorem taxes assessed against the Premises for the respective Grant Year. The City shall have no obligation to pay any Annual Grant with respect to any Grant Year unless the ad valorem taxes assessed against the tangible personal property located at the Premises for such Grant Year are paid in full on or before the date that is one (1) year after the Expiration Date, or the date of termination, if sooner terminated. Notwithstanding the foregoing, the Company shall not be entitled to payment of any Annual Grant for any Grant Year that occurred following the Expiration Date or following the date of termination of this Agreement, if sooner terminated. Notwithstanding anything to the contrary in this Agreement, the City shall have no further obligation to pay any Annual Grants if this Agreement is terminated by the City pursuant to Section 5.1(a)–(e) of this Agreement.

(b) Tax Protest. In the event the Company or another party timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Premises with the applicable appraisal district (or its successor), the obligation of the City to provide the Annual Grant with respect to the Premises for such tax year shall be abated until a final determination has been made of such protest or contest. In the event Company or another party protests and/or contests results in a final determination that changes the appraised value and/or the Taxable Value of the Premises or the amount of ad valorem taxes assessed and due for the Premises (or portion thereof) after an Annual Grant has been paid for such Tax Year, the Annual Grant for such Tax Year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Annual Grant, or within thirty (30) business days after such determination in the event no further Annual Grants are due under the Agreement.

(c) Refunds and Underpayments of Grants. In the event the City reasonably determines that the amount of an Annual Grant(s) paid by the City to the Company was incorrect, the Company shall, within sixty (60) days after receipt of written notification thereof from the City specifying the amount by which such Annual Grant exceeded the correct amount to which the Company was entitled (together with such records, reports and other information necessary to support such determination), pay such amount to the City. If the City reasonably determines that the amount by which such Annual Grant was less than the correct amount to which the Company was entitled (together with such records, reports, and other information necessary to support such determination), the City shall, within sixty (60) days, pay the adjustment to the Company. If the Company disputes the City's determination (or believes that it is entitled to receive an adjustment pursuant to this Section 3 (b) that the City has not paid), the Parties shall seek to amicably resolve the matter, subject to the Parties right to pursue any available rights or remedies in connection therewith.

3.2 Grant Limitations. Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.3 Current Revenue. The Grants made hereunder shall be paid solely from lawfully available funds pursuant to Texas Constitution Article II, Section 52-a, and Texas Local Government Code Chapter 380. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grants except as allowed by law. The City shall not be required to pay any Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

3.4 Indemnification THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR PURPOSE OF THIS SECTION, THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS THAT THE CITY HAS BEEN PAID ERRONEOUSLY, OVER-PAID OR INCORRECTLY ALLOCATED TAXES ATTRIBUTED TO THE PREMISES BY THE COMPANY AND/OR COMPANY AFFILIATES FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT OR DURING ANY GRANT PERIOD (COLLECTIVELY, A "CLAIM"). IT BEING THE INTENTION OF THE PARTIES THAT THE COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY GRANTS PAID TO THE COMPANY HEREIN BY THE CITY. THE INDEMNIFICATION PROVIDED ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE ACTIONS OR OMISSIONS OF THE CITY; THE COMPANY SHALL BE OBLIGATED TO PAY REASONABLE ATTORNEY FEES AND OTHER THIRD-PARTY COSTS INCURRED BY THE CITY TO DEFEND OR CONTEST A CLAIM (COLLECTIVELY, THE "OTHER COSTS"). THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM THE COMPANY TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS SECTION. COMPANY AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, SUITS, AND CAUSES OF ACTION, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER ARISING UNDER THIS AGREEMENT OR OUT OF COMPANY'S PERFORMANCE OF THE CONDITIONS UNDER THIS AGREEMENT.

Article IV

Conditions to the Grants

The obligation of the City to provide the Grants shall be conditioned upon the continued compliance with and satisfaction of each of the terms and conditions of this Agreement by the Company and each of the conditions set forth in this Article.

4.1 Good Standing. The Company shall not have an uncured breach or default of this Agreement or a Related Agreement (provided that if any Grants are not paid at any time that an uncured

breach or default of this Agreement or a Related Agreement exists, such Grants shall be paid to Company upon timely cure of such breach or default if the Agreement is not terminated for such uncured breach).

4.2 Minimum Full-Time Employees (“FTEs”). As a condition precedent to the payment of each Annual Grant hereunder, the Company shall have created a minimum of thirty-four (34) FTEs after the Commencement Date and maintained for the applicable Grant Period. If the required Minimum FTEs are not maintained for a given Grant Period, the Company shall forfeit its right to the Annual Grant for such Grant Period.

4.3 Company Affiliate List. The Company shall provide to the City the Company Affiliate List within thirty (30) days after the Commencement Date, at the end of each Grant Period, and an updated Company Affiliate List, as often as necessary to reflect the addition of any Company Affiliates, not on the Company Affiliate List in the City’s possession.

4.4 Required Use. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, the Premises shall not be used for any purpose other than the Company’s U.S. corporate headquarters, and the operation and occupancy of the Premises in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure.

4.5 Continuous Lease and Occupancy. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, the Company shall continuously lease and occupy the Premises.

4.6 Payment Request. The Company shall, as a condition precedent to the payment of the Annual Grants, as the case may be, provide the City with the applicable Payment Request.

Article V

Termination; Repayment

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within sixty (60) days after written notice thereof;
- (c) upon written notice by City, that the Company shall have become delinquent of any Imposition or local, state or federal taxes and such delinquency is not cured within ten (10) business days after written notice thereof (provided, however, Company retains the right to timely and properly protest and contest any such taxes);

- (d) upon written notice by City, if Company suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by either Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

5.2 Offsets. The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court; provided that the City shall provide reasonable prior notice of any such offset.

5.3 Termination and Recapture. (a) In the event that this Agreement is terminated for any reason prior to payment or contribution of the full Grant, the obligation of the City to fund said Grant or any remaining portion thereof shall cease immediately. In the event that this Agreement is terminated by the City based upon Company's or an assignee's or successor in interest's breach, default or failure to meet any one or more of the Company's Obligations of Article IV hereof, the City shall have no obligation to fund the Grant or any part thereof and, if all or any portion of the Grant has been paid to Company, then Company or its assignee or successor in interest shall immediately upon notice refund all grant amounts previously paid.

(b) If the City defaults in the payment of any Grant amount hereunder, Company may bring a cause of action against the City, after due notice, for a writ of mandamus to compel such payment, if the Grant payment has been duly appropriated and funds are lawfully available. Company waives, releases and holds harmless all officers, directors, employees, personnel and representatives of the City from any and all claims, liabilities, losses, and damages of any kind or nature (including but not limited to attorney's fees and costs), of all kinds and nature relating to a failure of the City to pay the Grant or any part thereof, or arising in any way from this Agreement.

Article VI

Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitations of Liability. It is understood and agreed between the Parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions. Except for the City's obligations to pay the Grant proceeds as set forth in this Agreement, the City and the City and all past, present and future officials, officers, employees and agents make no warranties and assume no responsibilities or liabilities to Company or any third party in connection with the development and improvement of the Project, and Company hereby holds harmless and waives any and all claims against the City and the City and its officials, officers, employees, agents and representatives for any claims, losses, injury, or damage (including but not limited to attorney's fees and costs) to persons or property

arising from this Agreement. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties and neither party shall in any way be deemed an agent of the other. Company acknowledges and agrees that there shall be no personal recourse to the officials, officers, employees or agents of the City or the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. Nothing in this Agreement is intended, and nothing herein shall in any way be deemed, to confer or create any rights in any person not a party to this Agreement.

6.3 The parties acknowledge and agree that the City's obligations and performance under this agreement are governmental and not proprietary functions, it being that the City's intent and purpose in this Agreement is economic development to broaden the City's tax base, secure employment opportunities, and to promote local economic development and stimulate business and commercial activity on a local and regional basis.

6.4 Nothing in this Agreement shall be deemed to be a waiver of any defenses or immunities held by the City, whether sovereign, governmental, official, qualified or otherwise, all such defenses and immunities being expressly retained.

6.5 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.6 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.7 Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be given by either Party via an express mail service, courier, or certified mail, return receipt requested, or by confirmed facsimile, to the respective Party at the address specified below (or to such other Party or address as either Party may designate in writing). All notices given pursuant to this section shall be deemed effective on the date such notice is actually received or otherwise hand-delivered:

If intended for City, to:

Attn: Ben Williamson
City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With a copy to:

David M. Berman
Nichols, Jackson
500 N. Akard Street, Ste 1800
Dallas, Texas 75201

If intended for Company, to:

Prior to Lease Inception Date:

Attn: Chelsea Casiano
Southwest Convenience Stores, LLC
310 Seven Springs Way, Suite 400

Brentwood, TN 37027
uslegal@oxxo.com

After the Lease Inception Date:

Attn: Chelsea Casiano
Southwest Convenience Stores, LLC
5001 Lyndon B Johnson Freeway, Suite 950
Farmers Branch, Texas 75244
uslegal@oxxo.com

6.8 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.9 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.10 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.11 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.12 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the City; however notwithstanding the foregoing, this Agreement may be assigned without the consent of the City to a Successor, provided: (i) such Successor has assumed in writing the obligations and liabilities of the Company hereunder in a form reasonably approved by the City; and (ii) Company has provided City ten (10) days prior written notice thereof. If the Company discloses to the City that it intends to assign this Agreement to a Successor and/or discloses the identity of a potential Successor, the City shall treat such information (including, but not limited to the fact that the Company is considering the applicable transaction and the identity of the potential Successor) as disclosed in confidence and shall not disclose such information to any third parties except: (i) with the prior written consent of the Company and/or (ii) as and to the extent required by law. For purposes of this Section “Successor” shall mean: (i) an entity that is the result of a conversion of the Company from one form of business entity to a different form of business entity (such as from a corporation to a limited liability company) recognized

by, and qualified to do business in, the State of Texas, (ii) any successor corporation or other entity resulting from a merger, consolidation, or acquisition with respect to Company, or (iii) a person or entity that purchases all or substantially all of either (A) the equity of the Company or (B) the assets of the Company.

6.13 Recitals. The recitals to this Agreement are incorporated herein.

6.14 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.15 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the Grants provided herein and any other funds received by the Company from the City as of the date of such violation within 120 business days after the date the Company is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts.

6.17 Conditions Precedent. This Agreement is expressly subject to and conditioned on: (i) the Company entering into the Lease not later than thirty (30) days following the Effective Date of this Agreement; (ii) the Company occupying the Leased Premises on or before the Lease Inception Date; and (iii) the Company providing the City with a fully executed copy of the Lease.

6.18 Nothing in this Agreement shall be deemed or construed to be the grant, approval or authorization of any permit, plan, application, Imposition or entitlement absent (i) full compliance with all statutes, regulations and requirements and (ii) final approvals from all appropriate building, code and zoning officials and entities.

6.19 No Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

EXECUTED on _____, 2025.

CITY OF FARMERS BRANCH, TEXAS

By: _____
Ben Williamson, City Manager

APPROVED AS TO FORM:

By: _____
David M. Berman, City Attorney

EXECUTED on _____, 2025.

SOUTHWEST CONVENIENCE STORES, LLC

By: _____

Name: Juan Carlos Villacis Martinez

Title: Officer