THE STATE OF TEXAS §

Tax Abatement 1st Amended Agreement

COUNTY OF ELLIS §

THIS Agreement is executed by and between **FRESHPET, INC.**, a Delaware Corporation duly authorized to do business in the State of Texas, acting by and through its authorized officer (**"OWNER"**), and **ELLIS COUNTY, TEXAS**, acting by and through its County Judge or Presiding Officer, (**"COUNTY"**).

W I T N E S S E T H:

WHEREAS, the Ellis County Commissioners Court has resolved that the COUNTY may elect to participate in a tax abatement;

WHEREAS, the Commissioners Court, in accordance with law, has adopted a Policy Statement for Tax Abatement, which constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the COUNTY; and

WHEREAS, the Premises (as hereafter defined) and the Eligible Property (as hereafter defined) are located in the Reinvestment Zone No. 58, in the City of Ennis, Texas, established by City Ordinance No. 2020-0317-07, being a commercial-industrial reinvestment zone for the purpose of tax abatement as authorized by Chapter 311 and 312 of the Texas Tax Code, as amended; and

WHEREAS, on the 17th day of March, 2020, the City Commission of the City of Ennis approved and authorized the execution and delivery of a Tax Abatement Agreement (the "Agreement") as to the Eligible Property thereon, attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, OWNER applied for tax abatement to the COUNTY concerning the contemplated Improvements to the Premises (the "Application for Tax Abatement"), in order to provide for construction of a new 400,000 square foot manufacturing facility, attached hereto and incorporated herein as **Exhibit "B"**; and

WHEREAS, the Commissioners Court finds that the contemplated use of the Premises, the Eligible Property and the terms of this Agreement are consistent with encouraging development of the Zone in accordance with the purposes for its creation and follow the Policy Statement and other applicable law;

WHEREAS, on the 14th day of July, 2020, the Ellis County Commissioners Court approved and authorized the execution of a Tax Abatement Agreement between OWNER and COUNTY, per Minute Order No. 291.20; and

WHEREAS, both OWNER and COUNTY mutually desire to amend the original Tax Abatement Agreement, by entering into this 1ST AMENDED AGREEMENT.

NOW THEREFORE, the COUNTY and OWNER, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant and contract as set forth below:

I.
Definitions

A. "Added Market Value" is defined as the market value of Eligible Property on the Premises above the Base Year Value.

B. "Base Year Value" is defined as the tax year 2020 taxable value of real and personal property located on the Premises in Reinvestment Zone Number Fifty-Eight on January 1, 2021, as finally determined by the Ellis Appraisal District.

C. "Construction Costs" is defined as site development and building costs, including, without limitation, actual construction costs, signage costs, contractor fees, the costs of supplies and materials, engineering fees, architectural fees and other professional costs, and development and permitting fees expended directly in connection with the construction of the Real Property Improvements.

D. "Effective Date" is defined as January 1, 2021.

E. "Eligible Property" is defined as Real Property Improvements made for construction and operation of the new 400,000 square foot manufacturing facility as described in **Exhibit "B"**, constructed, delivered to, installed or placed on the Premises after the Effective Date of this Agreement, and any Personal Property Improvements used in the manufacturing process

F. "Job" is defined as a permanent, full-time employment position with OWNER that results in employment on the Premises of at least on thousand, eight hundred and twenty (1,820) hours per position in a year. Part-time positions shall not be included in this definition. Outsourced or contracted positions shall not be included in this definition.

G. "Personal Property Improvements" include equipment used int eh manufacturing process, but specifically excluded inventory and supplies.

H. "Premises" are defined as the real property (land and improvements) as described by the survey attached as in **Exhibit "C"** which existed on January 1, 2021, within Reinvestment Zone Number Fifty-Eight, that are owned by and operated by OWNER. **Exhibit "C"** is attached hereto and incorporated for all purposes.

I. "Real Property Improvements" are defined as improvements to the Premises, as described in **Exhibit "B"**, and shall include buildings, structure or fixtures erected or affixed to the Premises.

J. "Reinvestment Zone Number Fifty-Eight" is defined as the real property located in the City of Ennis and described by City of Ennis Ordinance No. 2020-0317-07 (attached hereto as **Exhibit "D"**).

II.
General Provisions

A. The Premises are not in an improvement project financed by tax increment bonds.

B. Neither the Premises nor any of the Improvements covered by this Agreement are owned or leased by any member of the Commissioners Court, or any member of the governing body of any taxing units joining in or adopting this Agreement.

III.
Improvement Conditions and Requirements

A. OWNER shall improve the Premises by completed the Eligible Real Improvements describe din Exhibits "B" in accordance with this Agreement.

B. OWNER shall provide for the completion of the Eligible Real Improvements described in Exhibit "B" of this Agreement not later than January 1, 2023, at a cumulative cost of not less than One Hundred Million Dollars ($100,000,000.00).

C. OWNER will create and maintain employment of at least 225 Jobs on the Premises not later than December 31, 2023.

D. OWNER shall operate and maintain on the Premises the Eligible Property described in Exhibit "B" for the duration of this Agreement.

E. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations of the City of Ennis or Ellis County.

F. OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Eligible Property. OWNER further covenants and agrees that it will use all reasonable efforts to cause the Eligible Property to be constructed in a good and workmanlike manner and in accordance with all applicable state and local laws and regulations.

G. The Premises and all Improvements must conform to all applicable state and federal laws and regulations to air pollution and air quality.

IV.
Abatement Allowed

A. As set forth in this section, tax abatement allowed herein shall be for Ellis County ad valorem real and personal property taxes, relative to Added Market Value of the Eligible Property located on the Premises, subject to the following terms and conditions.

B. If the Improvement Conditions and Requirements set forth in Section III herein are met, COUNTY agrees to exempt from taxation up to seventy percent (70%) of the Added Market Value above the Base for qualified Eligible Property in accordance with the various requirements established by terms of this Agreement and to be calculated as set forth below. The abatement period shall be from tax year beginning January 1, 2021 through and including tax year January 1, 2028. In any year that the employment levels do not meet or exceed those described in III.C. then the County shall eliminate the abatement for that year. County may use Recapture as described in Section VII as an alternative remedy.

V.
Reports, Audits and Inspections

A. Annual Certification and Reports – Pursuant to state law, OWNER shall certify annually to taxing units that OWNER follows the terms of this Agreement, and shall provide taxing units with reports and records reasonably necessary to support each year of the Agreement as follows:

1. Certification – OWNER shall complete and certify a Tax Abatement Certification for each year of this Agreement, to be due annually not later than April 30. This certification shall include information supporting job creation and retention requirements, reports on Eligible Property values and costs, a narrative description of the project's progress, and other submittals required by this Agreement.

2. Eligible Property Reports – At minimum, OWNER shall make available on request the following information annually on all Eligible Property for with OWNER seeks tax abatement:

    a. Property description;
    b. Asset number;
    c. Payment date for property located on Premises; and
    d. Cost.

3. Eligible Property Reports for Projects in Progress – OWNER shall provide County, upon request, information on projects in progress for which fixed asset numbers have not been assigned. The report shall provide information in sufficient detail to identify the Eligible Property to be installed on the Premises. At a minimum, this information shall include:

a. Description of materials, machinery and equipment;
b. Vendor name, invoice date, invoice number and invoice amount; and
c. Payment date for property located on Premises.

4. Reports on Equipment Replaced or Removed – Additionally, OWNER agrees to provide COUNTY, on request, information on Eligible Property for which OWNER has received tax abatement and which has been replaced or removed from the Premises. At a minimum, this information shall include:
   a. Property description;
   b. Asset number; and
   c. Approximate date of disposal.

5. Report Upon Project Completion – Within one-hundred eighty (180) days of completion of the Eligible Property, OWNER shall provide COUNTY with a final Eligible Property Report that shall describe all Eligible Property for which the owner is granted tax abatement. This report shall be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. The report may contemplate a reconciliation of the general ledger to the personal property rendition to satisfy this requirement.

6. Reports Required to the Ellis County Appraisal District – Owner shall timely complete and file all reports required by the Ellis County Appraisal District and the Texas Property Tax Code, whether involving real or personal property.

7. Additional Reports – Additionally, throughout the term of this Agreement, OWNER shall furnish COUNTY any additional records and information reasonably requested to support the reports required by this Agreement.

B. Right to Audit Books and Records – COUNTY shall have the right to audit the books and records related to the Eligible Property and supporting the Eligible Property reports. COUNTY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.

C. Inspection – At all times throughout the term of this Agreement, COUNTY and the Ellis Appraisal District (ECAD) shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is constructed, installed, maintained and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Eligible Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by COUNTY or ECAD to OWNER, provided, however, that all inspections shall be made with one (1) or more representative(s) of OWNER present and in accordance with the safety standards of OWNER.

VI.
Use of Premises

The Premises at all times shall be used in a manner that is consistent with the City of Ennis zoning ordinances and consistent with the general purpose of encouraging development within the Reinvestment Zone. Both parties acknowledge that the use of the Premises for a manufacturing facility and related activities in accordance with this Agreement is consistent with such purposes.

VII.
Breach and Recapture

A. Breach – A breach of this Agreement may result in termination or modification of this Agreement and recapture by COUNTY of taxes which otherwise would have been paid since the execution of this Agreement to COUNTY without the benefit of the Abatement, as set forth in Sections VII(B) and VII(C). Penalty and interest on recaptured taxes will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, and such taxes shall become due sixty 960) days following notice of breach and after the expiration of any cure period as provide in Section VII(B). The following conditions shall constitute a breach of this Agreement:

1. OWNER terminates the use of the Premises as a manufacturing facility and related activities at any time during the term of the Agreement; or

2. OWNER fails to meet the Abatement Conditions and Requirements as specified in Section III; or

3. OWNER allows its ad valorem taxes on any property located within Ellis County owed to COUNTY to become delinquent; or

4. OWNER fails to comply with the requirements and provisions described in Sections V and XX of this Agreement.

B. Notice of Breach – In the event that COUNTY makes a reasonable determination that OWNER has breached this Agreement, then COUNTY shall give OWNER written notice of such default. OWNER has sixty (60) days following receipt of said written notice to reasonably cure such breach, or this Agreement may be terminated by COUNTY, and recapture of abated taxes may occur. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provide in Section IX of this Agreement. It shall be the duty of COUNTY to determine whether to require recapture and payment of abated taxes and to demand payment of such.

C. Recapture – During the years that taxes are abated by operation of this Agreement, should OWNER commit a breach of this Agreement according to items A(1), (2), (3) or (4) of this Section VII, and OWNER does not cure as provided in VII.B. above during the cure period, COUNTY may terminate this Agreement and recapture all taxes abated under this Agreement up to the time of breach. Notwithstanding the foregoing, should OWNER

breach Section III(C) of this Agreement, COUNTY's sole and exclusive remedy shall be the recapture of the taxes abated during the year or years in which the breach occurs.

D. Tax Lien Not Impaired – It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Tax Code of the State of Texas. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the property, including any taxes abated and subject to recapture under this Agreement. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

VIII.
Effect of Sale or Lease of Property

The abatement granted by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Premises or Eligible Property.

IX.
Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER:

Freshpet, Inc.
Attn: Stephen Weise
176 N. Commerce Way
Bethlehem, PA 18017

Copy:
Freshpet, Inc.
Attn: Steve Macchiaverna
400 Plaza Drive
Secaucus, NJ 07094

COUNTY:

Ellis County Judge
Attn: Todd Little, County Judge
Historic Ellis County Courthouse
101 W. Main Street
Waxahachie, Texas 75165

Copy:
Ellis County Attorney
Attn: Ann Montgomery, County Attorney
Ellis County Courts Building
109 S. Jackson
Waxahachie, Texas 75165

X.
Commissioners Court Authorization

This Agreement was authorized by resolution of the Commissioners Court authorizing the County Judge or designee to execute this Agreement on behalf of the COUNTY.

XI.
Severability

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, 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, sentence, phrase or word.

XII.
Owner's Standing

OWNER, 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 OWNER shall be entitled to intervene in said litigation.

XIII.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas, Venue for any action under this Agreement shall be the State's District Court of Ellis County, Texas. This Agreement is performable in Ellis County, Texas.

XIV.
Indemnification

It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and COUNTY assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless COUNTY from any such responsibility or liability. It is further understood and agreed among the parties that COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability to third parties in connection therewith, and COUNTY agrees to the extend allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.

XV.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties hall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire or other casualty of a similar nature.

XVI.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XVII.
Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Ellis County, Texas.

XVIII.
Signatories

This Agreement is effective and binding on those parties that have duly signed below.

XIX.
Headings

The headings of this Agreement are for the convenience of refenced only and shall not affect in any manner any of the terms and conditions hereof.

XX.
Termination

This Agreement shall terminate, in accordance with the terms of this Agreement, unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure; provided however, that the period of abatement may not extend beyond ten (10) years.

------*The rest of this page is intentionally left blank, signature blocks on following page.*------

IN WITNESS WHEREOF, the parties hereto have executed this 1st Amended Agreement on the day and year written above.

FRESHPET, INC.

BY: _____

Name: _____

Title: _____

WITNESS:

_____

Name: _____

ELLIS COUNTY, TEXAS

BY: _____
Todd Little
Ellis County Judge

ATTEST:

_____
Krystal Valdez
Ellis County Clerk

COMMISSIONERS COURT
ELLIS COUNTY, TEXAS

THE STATE OF _____ §
§
COUNTY OF _____ §

Freshpet, Inc.
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he/she executed same for and as the act and deed for **Freshpet, Inc.**, and as the _____, thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2021.

_____
Notary Public in and for
The State of _____

_____
My Commission Expires

_____
Notary's Printed Name

THE STATE OF Texas §
§
COUNTY OF Ellis §

Ellis County, Texas
Acknowledgment

Texas BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared **Todd Little**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed same for and as the act and deed for **ELLIS COUNTY, TEXAS**, as the County Judge thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of February, 2021.

SAFAA CLOUD
My Notary ID # 128681880
Expires July 21, 2023

Safaa A Cloud
Notary Public in and for
The State of Texas

July 21, 2023
My Commission Expires

Safaa A Cloud
Notary's Printed Name

THE STATE OF TEXAS §

COUNTY OF ELLIS §

Tax Abatement Agreement

THIS Agreement is executed by and between **FRESHPET, INC.**, a Delaware Corporation duly authorized to do business in the State of Texas, acting by and through its authorized officer (**"OWNER"**), and **ELLIS COUNTY, TEXAS**, acting by and through its County Judge or Presiding Officer, (**"COUNTY"**).

W I T N E S S E T H:

WHEREAS, the Ellis County Commissioners Court has resolved that the COUNTY may elect to participate in a tax abatement;

WHEREAS, the Commissioners Court, in accordance with law, has adopted a Policy Statement for Tax Abatement, which constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the COUNTY; and

WHEREAS, the Premises (as hereafter defined) and the Eligible Property (as hereafter defined) are located in the Reinvestment Zone No. 58, in the City of Ennis, Texas, established by City Ordinance No. 2020-0317-07, being a commercial-industrial reinvestment zone for the purpose of tax abatement as authorized by Chapter 311 and 312 of the Texas Tax Code, as amended; and

WHEREAS, on the 17th day of March, 2020, the City Commission of the City of Ennis approved and authorized the execution and delivery of a Tax Abatement Agreement (the "Agreement") as to the Eligible Property thereon, attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, OWNER applied for tax abatement to the COUNTY concerning the contemplated Improvements to the Premises (the "Application for Tax Abatement"), in order to provide for construction of a new 400,000 square foot manufacturing facility, attached hereto and incorporated herein as **Exhibit "B"**; and

WHEREAS, the Commissioners Court finds that the contemplated use of the Premises, the Eligible Property and the terms of this Agreement are consistent with encouraging development of the Zone in accordance with the purposes for its creation and follow the Policy Statement and other applicable law;

NOW THEREFORE, the COUNTY and OWNER, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant and contract as set forth below:

I.
Definitions

A. "Added Market Value" is defined as the market value of Eligible Property on the Premises above the Base Year Value.

B. "Base Year Value" is defined as the tax year 2020 taxable value of real and personal property located on the Premises in Reinvestment Zone Number Fifty-Eight on January 1, 2021, as finally determined by the Ellis Appraisal District.

C. "Construction Costs" is defined as site development and building costs, including, without limitation, actual construction costs, signage costs, contractor fees, the costs of supplies and materials, engineering fees, architectural fees and other professional costs, and development and permitting fees expended directly in connection with the construction of the Real Property Improvements.

D. "Effective Date" is defined as January 1, 2021.

E. "Eligible Property" is defined as Real Property Improvements made for construction and operation of the new 400,000 square foot manufacturing facility as described in **Exhibit "B"**, constructed, delivered to, installed or placed on the Premises after the Effective Date of this Agreement, and any Personal Property Improvements used in the manufacturing process

F. "Job" is defined as a permanent, full-time employment position with OWNER that results in employment on the Premises of at least one thousand, eight hundred and twenty (1,820) hours per position in a year. Part-time positions shall not be included in this definition. Outsourced or contracted positions shall not be included in this definition.

G. "Personal Property Improvements" include equipment used in the manufacturing process, but specifically excludes inventory and supplies.

H. "Premises" are defined as the real property (land and improvements) as described by the survey attached as in **Exhibit "C"** which existed on January 1, 2021, within Reinvestment Zone Number Fifty-Eight, that are owned by and operated by OWNER. **Exhibit "C"** is attached hereto and incorporated for all purposes.

I. "Real Property Improvements" are defined as improvements to the Premises, as described in **Exhibit "B",** and shall include buildings, structures or fixtures erected or affixed to the Premises.

J. "Reinvestment Zone Number Fifty-Eight" is defined as the real property located in the City of Ennis and described by City of Ennis Ordinance No. 2020-0317-07 (attached hereto as **Exhibit "D"**).

II.
General Provisions

A. The Premises are not in an improvement project financed by tax increment bonds.

B. Neither the Premises nor any of the Improvements covered by this Agreement are owned or leased by any member of the Commissioners Court, or any member of the governing body of any taxing units joining in or adopting this Agreement.

III.
Improvement Conditions and Requirements

A. OWNER shall improve the Premises by completing the Eligible Real Improvements described in **Exhibits "B"** in accordance with this Agreement.

B. OWNER shall provide for the completion of the Eligible Real Improvements described in **Exhibit "B"** of this Agreement not later than January 1, 2023, at a cumulative cost of not less than One Hundred Million Dollars ($100,000,000.00).

C. OWNER will create and maintain employment of a least 400 Jobs on the Premises not later than December 31, 2023.

D. OWNER shall operate and maintain on the Premises the Eligible Property described in **Exhibit "B"** for the duration of this agreement.

E. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations of the City of Ennis or Ellis County.

F. OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Eligible Property. OWNER further covenants and agrees that it will use all reasonable efforts to cause the Eligible Property to be constructed in a good and workmanlike manner and in accordance with all applicable state and local laws and regulations.

G. The Premises and all Improvements must conform to all applicable state and federal laws and regulations to air pollution and air quality.

IV.
Abatement Allowed

A. As set forth in this section, tax abatement allowed herein shall be for Ellis County ad valorem real and personal property taxes, relative to Added Market Value of the Eligible Property located on the Premises, subject to the following terms and conditions.

B. If the Improvement Conditions and Requirements set forth in Section III herein are met, COUNTY agrees to exempt from taxation up to seventy percent (70%) of the Added Market Value above the Base for qualified Eligible Property in accordance with the various requirements established by terms of this Agreement and to be calculated as set forth below. The abatement period shall be from tax year beginning January 1, 2021 through and including tax year January 1, 2027. In any year that the employment levels do not meet or exceed those described in IIIC then the County shall eliminate the abatement for that year. County may use Recapture as described in Section VII as an alternative remedy.

V.
Reports, Audits and Inspections

A. Annual Certification and Reports - Pursuant to state law, OWNER shall certify annually to taxing units that OWNER follows the terms of the tax abatement agreement, and shall

provide taxing units with reports and records reasonably necessary to support each year of the agreement, as follows:

1. Certification - OWNER shall complete and certify a Tax Abatement Certification for each year of the tax abatement agreement, to be due annually not later than April 30. This certification shall include information supporting job creation and retention requirements, reports on Eligible Property values and costs, a narrative description of the project's progress, and other submittals required by the tax abatement agreement.

2. Eligible Property Reports - At a minimum, OWNER shall make available on request the following information annually on all Eligible Property for which OWNER seeks tax abatement:

   a. Property description;
   b. Asset number;
   c. Payment date for property located on Premises; and
   d. Cost.

3. Eligible Property Reports for Projects in Progress - OWNER shall provide County, upon request, information on projects in progress for which fixed asset numbers have not been assigned. The report shall provide information in sufficient detail to identify the Eligible Property to be installed on the Premises. At a minimum, this information shall include:

   a. Description of materials, machinery and equipment;
   b. Vendor name, invoice date, invoice number and invoice amount; and
   c. Payment date for property located on Premises.

4. Reports on Equipment Replaced or Removed - Additionally, OWNER agrees to provide COUNTY, on request, information on Eligible Property for which OWNER has received tax abatement and which has been replaced or removed from the Premises. At a minimum, this information shall include:

   a. Property description;
   b. Asset number; and
   c. Approximate date of disposal.

5. Report Upon Project Completion - Within one-hundred eighty (180) days of completion of the Eligible Property, OWNER shall provide COUNTY with a final Eligible Property Report that shall describe all Eligible Property for which the owner is granted tax abatement. This report shall be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. The report may contemplate a reconciliation of the general ledger to the personal property rendition to satisfy this requirement.

6. Reports Required to the Ellis County Appraisal District – Owner shall timely complete and file all reports required by the Ellis County Appraisal District and the Texas Property Tax Code, whether involving real or personal property.

7. Additional Reports - Additionally, throughout the term of this agreement, OWNER shall furnish COUNTY any additional records and information reasonably requested to support the reports required by this agreement.

B. Right to Audit Books and Records - COUNTY shall have the right to audit the books and records related to the Eligible Property and supporting the Eligible Property reports. COUNTY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.

C. Inspection - At all times throughout the term of this Agreement, COUNTY and the Ellis Appraisal District (ECAD) shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is constructed, installed, maintained and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Eligible Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by COUNTY or ECAD to OWNER, provided, however, that all inspections shall be made with one (1) or more representative(s) of OWNER present and in accordance with the safety standards of OWNER.

VI.
Use of Premises

The Premises at all times shall be used in a manner that is consistent with the City of Ennis zoning ordinances and consistent with the general purpose of encouraging development within the Reinvestment Zone. Both parties acknowledge that the use of the Premises for a manufacturing facility and related activities in accordance with this Agreement is consistent with such purposes.

VII.
Breach and Recapture

A. Breach - A breach of this Agreement may result in termination or modification of this Agreement and recapture by COUNTY of taxes which otherwise would have been paid since the execution of this Agreement to COUNTY without the benefit of the Abatement, as set forth in Sections VII(B) and VII(C). Penalty and interest on recaptured taxes will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, and such taxes shall become due sixty (60) days following notice of breach and after the expiration of any cure period as provided in Section VII(B). The following conditions shall constitute a breach of this Agreement:

1. OWNER terminates the use of the Premises as a manufacturing facility and related activities at any time during the term of the Agreement; or

2. OWNER fails to meet the Abatement Conditions and Requirements as specified in Section III; or

3. OWNER allows its ad valorem taxes on any property located within Ellis County owed to COUNTY to become delinquent; or

4. OWNER fails to comply with the requirements and provisions described in Sections V and XX of this Agreement.

B. Notice of Breach - In the event that COUNTY makes a reasonable determination that OWNER has breached this Agreement, then COUNTY shall give OWNER written notice of such default. OWNER has sixty (60) days following receipt of said written notice to reasonably cure such breach, or this Agreement may be terminated by COUNTY, and recapture of abated taxes may occur. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section IX of this Agreement. It shall be the duty of COUNTY to determine whether to require recapture and payment of abated taxes and to demand payment of such.

C. Recapture - During the years that taxes are abated by operation of this Agreement, should OWNER commit a breach of this Agreement according to items A(1), (2) (3) or (4) of this Section VII, and OWNER does not cure as provided in VII.B. above during the cure period, COUNTY may terminate this Agreement and recapture all taxes abated under this Agreement up to the time of breach.

D. Tax Lien Not Impaired - It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Tax Code of the State of Texas. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the property, including any taxes abated and subject to recapture under this Agreement. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

VIII.
Effect of Sale or Lease of Property

The abatement granted by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Premises or Eligible Property.

IX.
Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER:	COUNTY:
Freshpet, Inc. Attn: Stephen Weise 176 N. Commerce Way Bethlehem, PA 18017	Ellis County Judge Historic Ellis County Courthouse 101 W. Main Street Waxahachie, Texas 75165

Copy:

Freshpet, Inc.
Attn: Steve Macchiavema
400 Plaza Drive
Secaucus, NJ 07094

Copy:

Ellis County Attorney
Ellis County Courts Building
109 S. Jackson
Waxahachie, TX 75165

X.
Commissioners Court Authorization

This Agreement was authorized by resolution of the Commissioners Court authorizing the County Judge or designee to execute this Tax Abatement Agreement on behalf of the COUNTY.

XI.
Severability

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, 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, sentence, phrase or word.

XII.
Owner's Standing

OWNER, 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 OWNER shall be entitled to intervene in said litigation.

XIII.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Ellis County, Texas. This Agreement is performable in Ellis County, Texas.

XIV.
Indemnification

It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and COUNTY assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless COUNTY from any such responsibility or liability. It is further understood and agreed among the parties that COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability to third parties in connection therewith, and COUNTY agrees to the extent allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.

XV.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire or other casualty of a similar nature.

XVI.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XVII.
Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Ellis County, Texas.

XVIII.
Signatories

This Agreement is effective and binding on those parties that have duly signed below.

XIX.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XX.
Termination

This Agreement shall terminate, in accordance with the terms of this Agreement, unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure; provided however, that the period of abatement may not extend beyond ten (10) years.

------*The rest of this page is intentionally left blank, signature blocks on following page.*------

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

FRESHPET, INC.

BY_____

Name:

Title:

WITNESS:

_____

Name:

ELLIS COUNTY, TEXAS

BY_____

Todd Little
Ellis County Judge

ATTEST:

Krystal Valdez
Ellis County Clerk

COMMISSIONERS COURT
ELLIS COUNTY, TEXAS

THE STATE OF _____§

COUNTY OF _____§

Freshpet, Inc.
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **Freshpet, Inc.**, and as the _____thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2020.

_____
Notary Public in and for
The State of _____

_____
My Commission Expires

_____
Notary's Printed Name

THE STATE OF TEXAS §

COUNTY OF ELLIS §

Ellis County, Texas
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Todd Little**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **ELLIS COUNTY, TEXAS**, as the County Judge thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2020.

_____
Notary Public in and for
The State of Texas

_____
My Commission Expires

_____
Notary's Printed Name

EXHIBIT "A"

TAX ABATEMENT AGREEMENT – REINVESTMENT ZONE 50
CITY OF ENNIS AND FRESHPET, INC.

EXHIBIT "B"

APPLICATION FOR TAX ABATEMENT TO ELLIS COUNTY

EXHIBIT "C"

SURVEY OF PREMISES

EXHIBIT "D"

CITY OF ENNIS ORDINANCE # 2020-0317-07 CREATING REINVESTMENT ZONE NUMBER FIFTY-EIGHT

ELLIS COUNTY TAX ABATEMENT POLICY AND GUIDELINES

STATE OF TEXAS §
§
§
COUNTY OF ELLIS §

TAX ABATEMENT AGREEMENT
REINVESTMENT ZONE 58

This Tax Abatement Agreement (the "Agreement") is entered into by and between the City of Ennis, Texas (the "City"), and Freshpet, Inc, a Delaware Corporation ("Owner"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the City Commission of the City of Ennis, Texas, (the "City Commission"), passed an Ordinance (the "Ordinance") establishing Tax Abatement Reinvestment Zone No.58 (the "Zone"), for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act Chapter 312 of the Texas Tax Code, as amended (the "Tax Code"); and

WHEREAS, the City has adopted guidelines for tax abatement (the "Tax Abatement Guidelines"); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Tax Code; and

WHEREAS, the City has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the Ennis area, it is in the best interests of the taxpayers for the City to enter into this Agreement in accordance with said Ordinance, the Tax Abatement Guidelines and the Tax Code; and

WHEREAS, Owner is purchasing the real property described in **Exhibit "A"** ("Land"), and intends to construct and equip, or cause to be constructed and equipped, a manufacturing facility which may be composed of one or more buildings (hereinafter defined as the "Improvements") on the Land; and

WHEREAS, Owner's development efforts described herein will create new jobs in the City; and

WHEREAS, the City Commission finds that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Ordinance adopted by the City, the Tax Code and all other applicable laws; and

WHEREAS, the City Commission finds that the Improvements sought are feasible and practicable, and would be of benefit to the Premises to be included in the Zone and to the City after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises are located; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of Ennis and the enhancement of the tax base in the City, the Parties agree as follows:

ARTICLE I

Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"**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 a Party's property and such appointment is not terminated within ninety (90) 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 ninety (90) days after the filing thereof.

"**Capital Investment**" shall mean an investment of not less than ONE HUNDRED FIFTY MILLION DOLLARS ($150,000,000.00) for the land, buildings and improvements and equipment required to operate the facility.

"**City**" shall mean the City of Ennis, Texas, acting by and through its City Commission and its authorized City Manager.

"**Effective Date**" shall mean the last date of execution of this Agreement.

"**Expiration Date**" shall mean March 1 of the calendar year following the seventh (7^{th}) anniversary date of the First Year of Abatement.

"**First Year of Abatement**" shall mean January 1 of the calendar year immediately following the completion of new facility improvements and the installation of equipment and commencement of operations.

"**Force Majeure**" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"**Improvements**" shall mean a manufacturing facility which may be composed of one or more buildings, other ancillary facilities and equipment.

"**Land**" means the real property described in Exhibit "A".

"**Owner**" shall mean Freshpet, Inc. a Delaware Corporation.

"**Premises**" shall collectively mean the Improvements, Facilities and the Land.

ARTICLE II

General Provisions

2.1 Owner is the owner of the Land, which Land is located within the city limits of the City and within the Zone. Owner intends to construct the Improvements on the Land.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

2.4 The Premises are not owned or leased by any member of the Ennis City Commission or any member of the Ennis Planning and Zoning Commission, or any member of the governing body of any taxing units joining in or adopting this Agreement.

2.5 Owner shall, before May 1, of each calendar year that the Agreement is in effect, certify in writing to the City that Owner is in compliance with each term of the Agreement.

2.7 The Premises at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, subject to any variances or waivers which are granted through City Processes and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

ARTICLE III

Tax Abatement Authorized

3.1 This Agreement is authorized by the Tax Code and in accordance with the City Tax Abatement Guidelines and approved by the City Commission.

3.2 Subject to the terms and conditions of this Agreement, and provided the Capital Investment is at least ONE HUNDRED FIFTY MILLION DOLLARS ($150,000,000.00). The City hereby grants Owner an abatement of 75% per annum of the ad valorem taxes paid on one hundred percent (100%) of the Taxable Value of the Improvements for a period of seven (7) consecutive years beginning with the First Year of Abatement as defined herein.

3.3 The period of tax abatement herein authorized shall be for a period of seven (7) consecutive years beginning the First Year of Abatement.

3.5 During the period of tax abatement herein authorized, Owner shall be subject to all taxation not abated, including but not limited to, sales tax and ad valorem taxation on Land and inventory.

3.6 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE IV

Improvements

4.1 Owner owns the Land and intends to construct or cause to be constructed thereon Improvements, including the installation of new equipment. Nothing in this Agreement shall obligate Owner to construct the Improvements on the Land, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

4.2 Construction plans for the Improvements constructed on the Land will be filed with the City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

4.3 Owner agrees to maintain the Improvements during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

4.4 The City, its agents and employees shall have the right of access to the Premises during and following construction to inspect the Improvements at reasonable times and with reasonable notice to Owner, and in accordance with visitor access and security policies of the Owner, in order to insure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof). Notwithstanding the foregoing, all inspections will be made only after notification of not less than forty-eight (48) hours and will only be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the Facility.

ARTICLE V

Default: Recapture of Tax Revenue

5.1 In the event the Owner: (i) Owner (i) has delinquent ad valorem or sales taxes owed to the City (provided Owner retains its right to timely and properly protest such taxes or assessment); (ii) suffers an event of "Bankruptcy or Insolvency"; or (iii) breaches any of the terms and conditions of this Agreement, then Owner after the expiration of the notice and cure periods described below, shall be in default of this Agreement.

5.2 Upon breach by Owner of any of the obligations under this Agreement, the City shall notify Owner in writing, which shall have sixty (60) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within such 60-day period, and Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City may extend the period in which the default must be cured.

5.3 If Owner fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement by providing written notice to Owner. Upon such termination, as liquidated damages for such default, the Owner shall, within thirty (30) days after demand, pay to the City all taxes which otherwise would have been paid, for the three (3) years prior to termination of this Agreement, by the Owner to the City without benefit of a tax abatement, for the property the subject of this Agreement at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. Notwithstanding any other provision contained herein, in no event shall either party be liable under this Agreement for any special, indirect, punitive, incidental, exemplary or consequential damages.

5.4 Upon termination of this Agreement by City, all tax abated as a result of this Agreement, shall become a debt to the City as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The City shall have all remedies for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax. The City at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the Improvements without tax abatement for the years in which tax abatement hereunder was received by Owner, as determined by the Appraisal District, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

ARTICLE VI

Annual Application for Tax Exemption

It shall be the responsibility of Owner pursuant to the Tax Code, to file an annual exemption application form with the Chief Appraiser for the appraisal district for the Improvements. A copy of the exemption application shall be submitted to the City upon request.

ARTICLE VII

Intentionally Omitted

ARTICLE VIII

Miscellaneous

8.1 **Notice.** All notices required by this Agreement shall be addressed to the following, or other such other Party or address as either party designates in writing, by certified mail, postage prepaid, or by hand or overnight delivery:

If intended for City, to:	With a copy to:
Attn: City Manager PO Box 220 Ennis, Texas &5120	Attn: Messer, Fort & McDonald 6371 Preston Rd (Ste 200) Frisco, Texas 75034
If intended for Owner, to: Freshpet Inc Attn: Stephen Weise 176 N Commerce Way Bethlehem, PA 18017	With a copy to: Freshpet Inc Attn: Steve Macchiaverna 400 Plaza Drive Secaucus, NJ 07094

8.2 **Authorization.** This Agreement was authorized by resolution of the City Commission.

8.3 **Severability.** In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, 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, sentence, phrase or word.

8.4 **Governing Law.** This Agreement governed by the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.6 **Entire Agreement.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

8.7 **Recitals.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

8.8 **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.9 **Employment of Undocumented Workers.** During the term of this Agreement each Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), such Owner shall repay the amount of the abated taxes pursuant to this Agreement as of the date of such violation within 120 days after the date such Owner is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Owner is not liable for a violation of this section by a subsidiary, affiliate, tenant or franchisee of the Owner or by a person with whom such Owner contracts.

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

8.11 **Successor and Assigns.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. This Agreement may not be assigned without the prior written consent of the City Administrator; provided, however, the Owner may upon thirty (30) days prior written notice to the City assign this Agreement to a subsequent owner of the Land so long as Owner does not have an uncured default or breach of this Agreement and such assignee expressly assumes the obligations of the Owner under this Agreement.

8.12 **Right of Offset.** 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 Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether the debt due the City has been reduced to judgment by a court.

8.13 **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 Owner or other party designated by Owner 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 parties to receive the Certificate.

[Signature Page to Follow]

EXECUTED on this 17 day of March, 2020.

CITY OF ENNIS TEXAS

By: _____
ANGELINE JUENEMANN, Mayor

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared ANGELINE JUENEMANN, Mayor of the City of Ennis, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the 17 day of March, 2020.

_____
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
ANGIE WADE
ID #125012225
My Commission Expires
August 05, 2020

[SEAL]

My Commission Expires: Aug 5, 2020

EXECUTED on this 13th day of May, 2020.

FRESHPET, INC

By: _____

Name: Steve Weise

Title: EVP

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Pennsylvania, on this day personally appeared Steve Weise of Freshpet, INC, known to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, that he was duly authorized to perform the same by appropriate resolution, and that he executed the same as the act of said limited partnership for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the 13th day of May, 2020.

Commonwealth of Pennsylvania - Notary Seal
Colin C Bartholomew, Notary Public
Northampton County
My commission expires September 19, 2022
Commission number 1285690
Member, Pennsylvania Association of Notaries

_____
Notary Public, State of Pennsylvania

My Commission Expires: 9/19/2022

[SEAL]

ENNIS
TEXAS
the bluebonnet spirit of Texas

P.O. Box 220 • Ennis, Texas 75120 • (972) 878-1234 • FAX (972) 875-9086
www.ennistx.gov

May 20, 2020

The Honorable Todd Little
Ellis County Judge
Ellis County Courthouse
101 W. Main Street
Waxahachie, Texas 75165

Dear Judge Little,

The City of Ennis has entered into an agreement with Freshpet Inc to construct a new facility in Ennis. Freshpet advised the City a significant contributing factor that would induce the investment of approximately $250,000,000 to construct and maintain a facility and provide new employment (400 FTE) would be an agreement by the City of Ennis and Ellis County to provide an economic development incentive to abate the ad valorem tax levy for a period of years.

Pursuant to Chapter 312 of the Texas Property Tax Code, the City of Ennis has approved a tax abatement agreement with Freshpet that will abate 75% of ad valorem taxes for a period of 7 years.

Pursuant to Chapter 312 of the Texas Property Tax Code, the City of Ennis and Freshpet respectfully requests a tax abatement agreement with Ellis County that will abate 70% of ad valorem taxes for a period of 7 years. A completed tax abatement application packet is attached to this letter.

The City of Ennis is deeply appreciative of the support Ellis County has provided in our efforts to promote new and expanded business development.

Sincerely,

Marty W. Nelson
City Manager
E: Mnelson@ennistx.gov
C: 972-921-4794

CC: Lane Grayson
Ellis County Commissioner

Freshpet

(EXHIBIT A)
WORKSHEET FOR APPLICANTS
ELLIS COUNTY TAX ABATEMENT GUIDELINES

The Tax Abatement Guidelines, Criteria and Procedures for Ellis County is available online at the County's website (www.co.ellis.tx.us). The following Worksheet sets forth information from the Tax Abatement Guidelines to aid the applicant in providing the information necessary for the County Commissioners to vote on the abatement request.

The information required in this Worksheet will be used by the Commissioners' Court to determine whether it is in the best interest of the County to offer a tax abatement to a particular applicant. Please provide the most accurate information and estimates possible based upon available information. All applications will be reviewed by the Commissioners Court and its designee or designees for accuracy and completeness. The Commissioners Court or its designee may request additional information and documentation to support the methodologies utilized in response to the Worksheet. When all necessary information has been provided, the application will be placed on the Agenda for a meeting of the Commissioners Court for consideration.

A formal letter of application for tax abatement must be submitted to the County Judge, 101 W. Main Street, Historic Courthouse, Waxahachie, Texas 75165. The letter of application should generally describe the intended improvements for which an abatement is requested. The letter of application must contain the following attachments:

a) A completed Worksheet, as provided below. In response to the specific items requested within the Worksheet, please provide as much detail as possible, including supporting documentation. If more space is needed, please supplement the Worksheet with the necessary information. The completed worksheet must be signed by an authorized representative of the applicant.

b) A current survey of the real property depicting the precise location of all proposed improvements and additions, along with a legal description of the real property where all improvements/additions will be located.

c) If the subject property located within the incorporated limits of a municipality, all documentation indicating that the subject property is located within a municipal reinvestment zone and that the municipality has entered into a tax abatement agreement with regard to the subject property.

d) The name, address, telephone number, fax number and email address of the applicant as well as the contact persons, for purposes of the application.

e) Documentation indentifying the type of business organization of the applicant (i.e. sole proprietorship, partnership, corporation, etc.) and any assumed or a trade name under which applicant operates. Additionally, documentation indicating that the company in good standing and licensed to do business in Texas. If the company has an assumed name, documentation pertaining to the filing of the assumed name.

f) Documentation supporting the feasibility of the project (financing, etc.)

Employment Impact

Please provide detailed information answering the following inquiries:

a) What is the estimated number of permanent, full-time new jobs that will be created in Ellis County?

400 +

b) What is the estimated number of permanent, full-time jobs that will be retained in Ellis County?

c) How many new, temporary and/or part-time jobs will be created in Ellis County?

100 + Construction

d) How many new, temporary and/or part-time jobs will be retained in Ellis County?

e) What types of jobs will be created?

Executive, Managers, Supervisors, Operators

f) What is the estimated multiplier effect on Ellis County's economy?

Employee Benefits

A health benefit plan must be offered to its full-time employees at a rate that is reasonable to the majority of its employees and which allows access to the plan by the employees' dependents. Please describe the health benefit plan:

Full Benefits

Proposed Improvements

Please provide detailed information answering the following inquiries:

a) Identify and describe the kind, number and location of all proposed real property improvements to the property and discuss the development schedule of the proposed improvements and/or additions.

409,000 SF new facility in the City of Ennis

b) To what extent, if any, will additional public infrastructure improvements be needed? Detail the plans, if any, in existence for the provision of such improvements.

Sewer improvements are being partially funded by a Texas Capital Fund Grant.

c) What governmental approvals or permits will be required for the improvements?

Local

d) Is the financial capital required to complete this project already available (i.e. financing commitments, reserved funds, etc.)? Explain in detail.

Fully Funded

Fiscal Impact

Please provide detailed information answering the following inquiries:

a) What is the estimated cost of the proposed real property improvements?

$100,000,000

b) How much real property value will be added to the tax roll by the end of the abatement period?

$250,000,000

c) How much direct sales tax will be generated?

none

d) What is the proposed depreciation schedule for real property to be abated?

30 year life expectancy

Community Impact

Please provide detailed information answering the following inquiries:

a) What effect (approximately) will the proposed project have on the local housing market?

We estimate 300 new families for the area housing market.

b) What environmental impact, if any, will be created by the project? Environmental impact information must be provided noting any anticipated impacts of the project on the environments, including, but not limited to, water quality, storm water and runoff, floodplain and wetlands, solid waste disposal, noise levels and air quality. Additionally, the company must provide a written company policy on air quality mitigation.

No adverse environmental impact

c) What will be the estimated impact on the local school districts in numbers of new students?

We estimate 300 new students

d) What support services or products, if any, will the applicant be procuring from the local business community in the construction of real property improvements, and with regard to its operations?

Applicant will purchase supplies + building materials locally.

Confidentiality

Pursuant to §312.003 of the Tax Code, information submitted to support an application for a tax abatement is confidential during the pendency of the application, and not subject to public disclosure until the tax abatement agreement is granted or denied.

Disclaimer

The undersigned declares that he/she is authorized to act on behalf of the applicant for the purpose of making this application, and further declares that the information contained within this document and the supporting documentation is true and correct."

Willie Everett, Project Manager
Printed Name and Title

Willie Everett
Signature as Authorized Representative

Freshpet Inc
Name of Company or Corporation

107 S. Dallas St., Ste. 203, Ennis, TX 75119
Address (City, State, Zip Code)

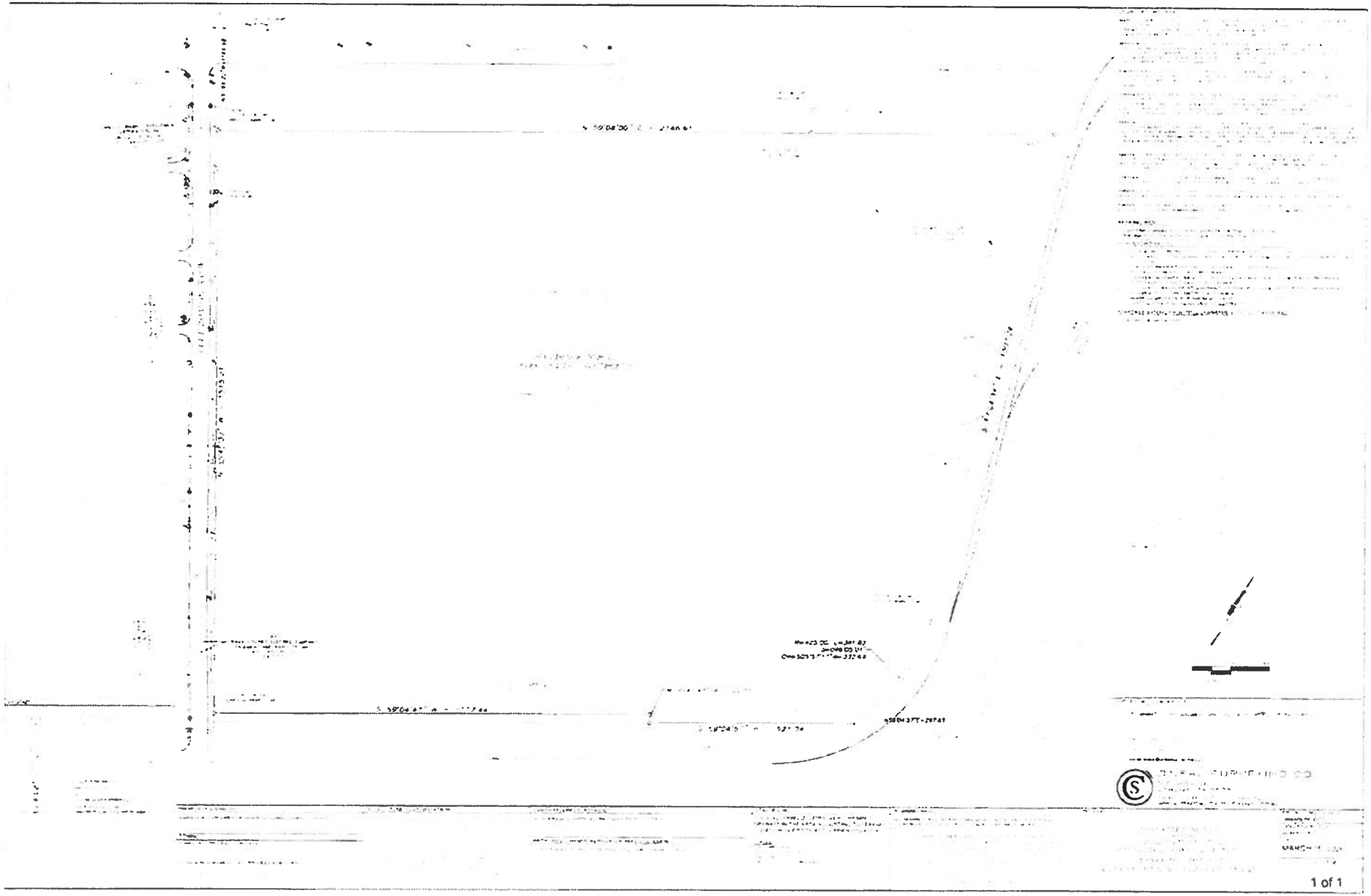
816-536-8623
Phone Number

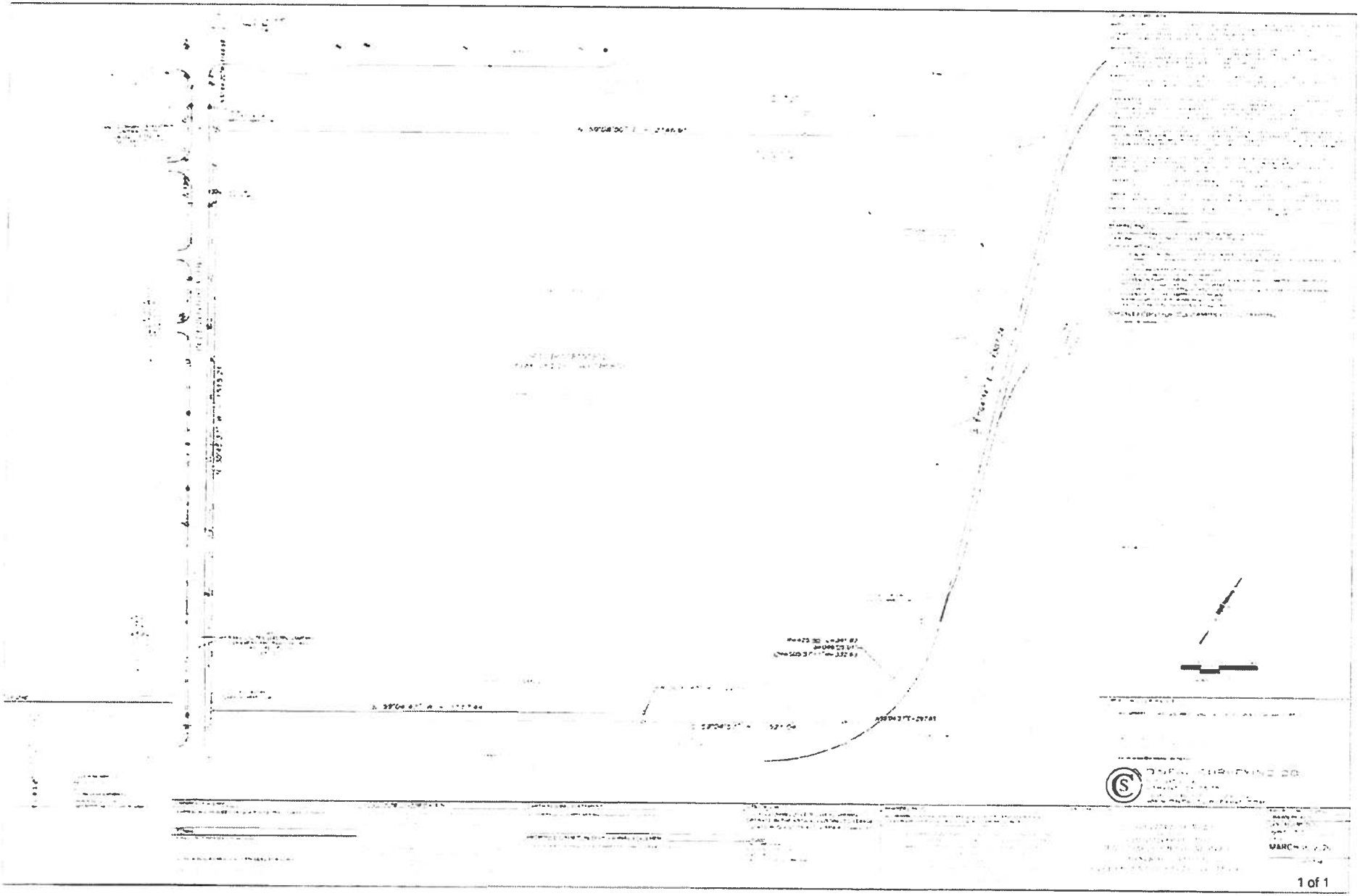
weverett@freshpet.com
Email Address

Please forward the completed packet to the attention of the:

County Judge
101 W. Main Street
Historic Courthouse
Waxahachie, Texas 75165.

Thank you for your interest in Ellis County.





ORDINANCE NO. 2020-0317-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, ELLIS COUNTY, TEXAS, DESIGNATING REINVESTMENT ZONE 58 (FRESHPET INC.); PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; APPROVING A TAX ABATEMENT AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

WHEREAS, the City Commission of the City of Ennis, Texas, has caused notice to be published in a newspaper having general circulation in the City and has delivered such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property described herein in Exhibit A; and,

WHEREAS, the City Commission of the City of Ennis, Texas, has conducted a public hearing on the designation of the area described herein as a reinvestment zone; and,

WHEREAS, the proposed Tax Abatement Agreement by and between the City of Ennis, Texas, and Freshpet, Inc., attached hereto as Exhibit "B," has been presented to the City Commission; and the City Commission is of the opinion and finds that the terms and conditions thereof should be approved and that the Mayor should be authorized to execute the Agreement on behalf of the City of Ennis.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ENNIS, ELLIS COUNTY, TEXAS, THAT:

SECTION 1. The City Commission of the City of Ennis, Texas, finds that the area described herein will, if designated as a reinvestment zone, be reasonably likely to contribute to the retention or expansion of primary employment, or to attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the City. The City Commission further finds that the improvements sought are feasible and practicable and would be of benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement.

SECTION 2. Pursuant to the provisions of Section 312.201 of the Texas Tax Code, the real property described in Exhibit "A" and made a part hereof for all purposes is hereby designated as a reinvestment zone and for identification is assigned the name "Reinvestment Zone 58" or "Freshpet Inc ".

SECTION 3. The property within Reinvestment Zone No. 58 is eligible for commercial-industrial tax abatement effective upon passage of this Ordinance.

SECTION 4. The Agreement attached hereto as Exhibit "B" having been reviewed by the City Commission and found to be acceptable and in the best interests of the City and its citizens, is

hereby approved, and the Mayor is hereby authorized to execute the Agreement on behalf of the City of Ennis, Texas.

SECTION 5. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or as amended hereby, which shall remain in full force and effect.

SECTION 6. All ordinances of the City of Ennis in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

SECTION 7. This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Ennis, and it is accordingly so ordained.

DULY PASSED AND APPROVED by the City Commission of the City of Ennis, Ellis County, Texas on this the 17th day of March, 2020.

CITY OF ENNIS TEXAS

APPROVED:

ANGELINE JUENEMANN, Mayor

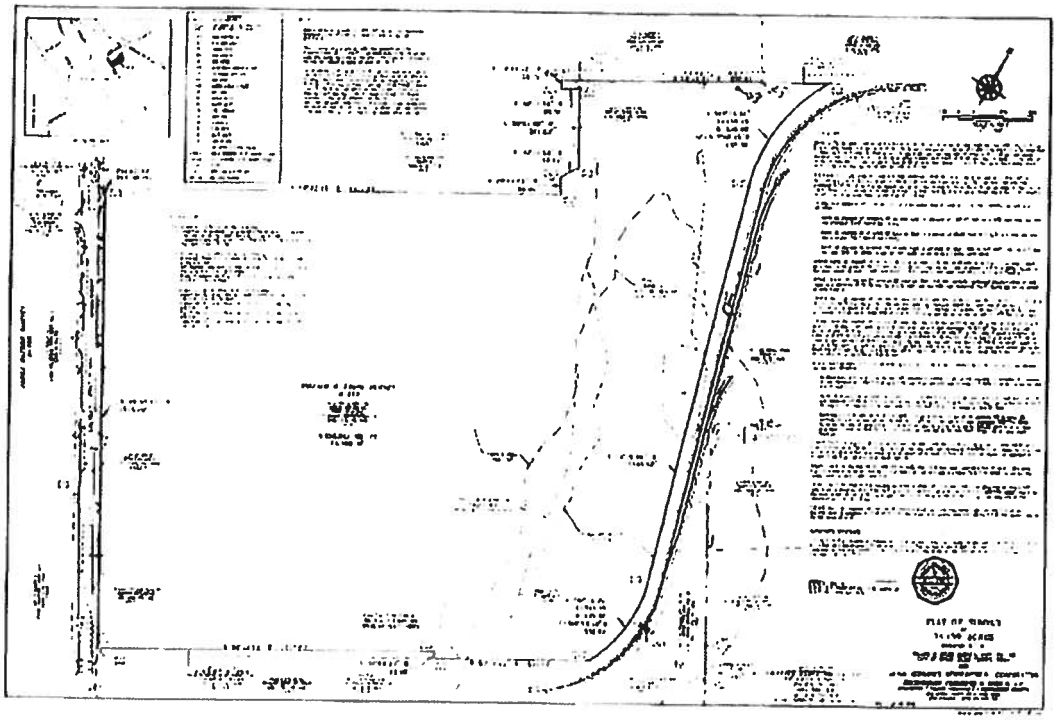
ATTEST:

ANGIE WADE, City Secretary

Exhibit "A"
Legal Description for Zone 58

EXHIBIT A

"PROPERTY"



Tina Chambers

From: Tina Chambers <tina.chambers@co.ellis.tx.us>
Sent: Thursday, August 20, 2020 3:17 PM
To: Megan Sauers
Subject: RE: MO 291.20

We have not received a fully executed document. On 07.16.20 Nathaniel said he would forward one to us when Freshpet signs, but to date it has not been received.

Thanks,

Tina Chambers
Assistant County Clerk
Ellis County Clerk
109 S Jackson St
Waxahachie, TX 75165
972-825-5080
972-825-5075 fax

From: Megan Sauers <megan.sauers@co.ellis.tx.us>
Sent: Thursday, August 20, 2020 2:55 PM
To: 'Tina Chambers' <tina.chambers@co.ellis.tx.us>
Subject: MO 291.20

Hi Tina,

Do you have a copy of the fully executed document related to the above mentioned MO?

Also – I will be coming to post the agenda this afternoon.

Best,

Krystal Valdez

From: Nathaniel Pecina <nathaniel.pecina@co.ellis.tx.us>
Sent: Thursday, July 16, 2020 10:05 AM
To: Krystal Valdez
Subject: FW: Freshpet Tax Abatement Agreement
Attachments: Freshpet.pdf

Hello Krystal,

Here is the requested Tax Abatement Agreement with Freshpet. We will be sure to forward an additional copy once it is signed by Freshpet.

Thank you

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On 7/16/20, 10:01 AM, "xerox.scanner@co.ellis.tx.us" <xerox.scanner@co.ellis.tx.us> wrote:

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page