



COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER <#CourtOrderNumber#>

PAGE 1 OF 70

DATE: 3/18/2025

**SUBJECT: CONSIDERATION OF TAX ABATEMENT AGREEMENT BETWEEN
TARRANT COUNTY AND AMERICOLD REALTY TRUST, INC., ART
MORTGAGE BORROWER PROPCO 2010-5 LLC, CITY OF FORT
WORTH**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the Resolution and Tax Abatement Agreement providing for Tarrant County participation with the City of Fort Worth in the abatement of ad valorem taxes on the eligible real and personal property improvements made by Americold Realty Trust, Inc., ART Mortgage Borrower Propco 2010-5 LLC. for the development and expansion of an existing facility and operations located at 4900 Blue Mound Road, Fort Worth, Texas 76106, for a period of seven (7) years at a maximum abatement percentage of fifty percent (50%) as set forth in the Agreement, and authorize the County Judge, or his designee, to execute the Agreement.

BACKGROUND

Americold Realty Trust Inc. (Americold), is one of the largest temperature-controlled warehousing and distribution providers in the world and a dominant player in the U.S. market, owning of operating 239 temperature-controlled warehouses, including a current facility in Fort Worth at 4900 Blue Mound Road. Americold is proposing to expand its facility, to use a larger footprint of the 21.88-acre site, with updated buildings and equipment. Americold connects producers to retailers, food service providers, and consumers along with offering supply chain solutions, industry-leading technology, and transportation consolidation. In order to facilitate the expansion, the City of Fort Worth, along with the County proposes to provide a seven (7) year tax abatement. Americold will invest a minimum of \$68 million in the new facility and locate an estimated \$55 million in business personal property, to the facility. Americold is expected to bring 85 new full-time jobs by 2027, with an average salary of approximately \$65,000.00 annually. Healthcare and other benefits are provided at a reasonable cost to full-time employees.

The City of Fort Worth has approved a seven (7) year tax abatement providing up to fifty percent (50%) abatement of real and personal property taxes. Should Commissioners Court choose to participate in tax abatement for Americold, the County's participation would be at a maximum of fifty percent (50%) of new real and personal property value for a period of seven (7) years. Deductions will be made in the event that Americold fails to meet the minimum requirements as outlined in the agreement. If minimum investment is not met, the agreement will be terminated.

The Criminal District Attorney's Office has approved this tax abatement agreement as to form.

FISCAL IMPACT

SUBMITTED BY	Administrator	PREPARED BY:	Maegan South
		APPROVED BY:	Chandler Merritt



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: <#CourtOrderNumber#> DATE: 3/18/2025 PAGE 2 OF 70

The current appraised value for the property is approximately \$5,762,445. In 2024, Tarrant County taxes paid for this property were \$139,864.90. Total new real and personal property value added from this project is estimated at over \$123 million (\$68 million for real property and \$55 million for business personal property). Based on current tax rates, should Americold earn the maximum tax abatement of fifty percent (50%) for all seven (7) years, the project could receive a total seven (7) year tax abatement of approximately \$807,000.00 from the County. Hospital District taxes will not be abated.

Over that same period, the County will receive an equal amount or more in tax revenues from the unabated portion of the new improvements, as well as the current base value of the property.

THE STATE OF TEXAS §

Tax Abatement Agreement

COUNTY OF TARRANT §

THIS Agreement is executed by and between **AMERICOLD REALTY TRUST, INC, ART MORTGAGE BORROWER PROPCO 2015-5, LLC**, a Delaware limited liability company (hereafter referred to as "**COMPANY**"), and **TARRANT COUNTY, TEXAS**, acting by and through its County Judge or his designee, (hereafter referred to as "**COUNTY**").

WITNESSETH:

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

WHEREAS, the Commissioners Court has adopted a Policy Statement for Tax Abatement, herein contained as **Exhibit "D"**, which constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the COUNTY; and

WHEREAS, the Premises (as hereafter defined) is, and the Eligible Property (as hereafter defined) will be, located in Reinvestment Zone No. 112 in the City of Fort Worth, Texas, established by Ordinance No. 27223-10-2024 (the "Ordinance") adopted on October 15, 2024, and further described in **Exhibit "A"**, being a commercial reinvestment zone for the purpose of tax abatement as authorized by Chapter 312 of the Texas Tax Code, as amended (the "Zone"); and

WHEREAS, the City Council of the City of Fort Worth has approved and authorized the execution and delivery of a Tax Abatement Agreement as to the Eligible Property thereon, attached hereto as **Exhibit "B"**; and

WHEREAS, COMPANY submitted an application for tax abatement to the County concerning the contemplated improvements to the Premises (the "Application for Tax Abatement"), attached hereto and incorporated herein as **Exhibit "C"**; and

WHEREAS, COMPANY a cold storage supply infrastructure, owns approximately 22 acres at 4900 Blue Mound Road, upon which it operates a temperature-controlled warehousing and logistics facility, which is located within the Zone, more specifically described in **Exhibit "A"** (the "Land"), on which it plans to expend, or cause to expend, a minimum of \$123,000,000 for the construction of real and business personal property ; and

WHEREAS, under this Agreement, COMPANY is committed to invest a total of at least \$123 million as follows: at least \$68 million in Construction Costs for the Real Property Improvements and at least \$55 million in Personal Property Improvements to be installed on the property for its expanded facility.

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 within the Zone;

NOW THEREFORE, the COUNTY and COMPANY, 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. "Abatement" means the abatement of a percentage (not to exceed fifty percent (50%) in any year of the Abatement Term) of the County's incremental ad valorem real property taxes on any improvements located on the Land (but not on the Land itself, which taxes will not be subject to Abatement hereunder) and the County's incremental ad valorem taxes on the Personal Property Improvements, all calculated in accordance with this agreement.
- B. "Abatement Term" means the term of seven (7) consecutive years, commencing on January 1 of the Second Operating Year and expiring on December 31 of the seventh (7th) year thereafter, in which COMPANY will receive the abatement in accordance with this agreement.
- C. "Added Market Value" is defined as the market value of Eligible Property on the Premises above the Base Year Value.
- D. "Affiliate" means all entities, incorporated or otherwise, under common control with, controlled by, or controlling COMPANY. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either value or vote.
- E. "Base Year Value" is defined as the tax year 2024 taxable value of real and personal property located on the Premises in City of Fort Worth Reinvestment Zone No. 112 on January 1, 2024, as finally determined by the Tarrant Appraisal District.
- F. "Completion Date" means the date as of which all occupiable space within the Real Property Improvements has received a permanent certificate of occupancy.
- G. "Construction Costs" are defined as site development and building costs, including, without limitation, actual site preparation and development and construction costs, signage costs, contractor fees, the costs of labor, supplies and materials, materials testing, engineering fees, architectural fees and other design, consulting, construction management and professional costs, and contractor, development and permitting fees expended directly in connection with the construction of the Real Property Improvements and landscape improvements.
- H. "DBE Companies" are defined as companies who are a Disadvantage Business Enterprise (DBE), and the term "DBE" shall mean:
 - i. a corporation formed for the purpose of making a profit and at least 51 percent of all classes of the shares of stock or other equitable securities of which are owned by one or more persons who are socially or economically disadvantaged because of their identification

as members of certain groups that have been subject to racial or ethnic prejudice or cultural bias without regard to their qualities as individuals or capabilities as a business, and whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged. "DBE" includes the State of Texas definition of historically underutilized businesses (HUBs) as defined in Section 2161.001 of the Texas Government Code, and as it may be updated.

- ii. a sole proprietorship formed for the purpose of making a profit that is owned, operated, and controlled exclusively by one or more persons described in D.i. above.
 - iii. a partnership that is formed for the purpose of making a profit in which 51 percent of the assets and interest in the partnership is owned by one or more persons described by D.i. above, and in which minority or women partners have proportionate interest in the control, operation, and management of the partnership affairs.
 - iv. a limited liability company that is formed for the purpose of making a profit in which 51 percent of the assets and interest in the company is owned by one or more persons described by D.i. above.
- E. "Seventh Operating Year" means the seventh full calendar year following the start date of the abatement.
- I. "Eligible Property" is defined as Real Property Improvements and Personal Property Improvements made for expansion of the facility, constructed, renovated, delivered to, installed or placed on the Premises as further described in the Application for Tax Abatement attached hereto as **Exhibit "C"**.
- J. "Job" is defined as a permanent, full-time employment position with COMPANY on the Premises that results in employment of at least forty-hours per week per position. Part-time positions shall not be included in this definition.
- K. "Personal Property Improvements" are defined as tangible personal property (except inventory or supplies) delivered to, installed or located on the Premises.
- L. "Premises" are defined as the real property (land and improvements) as described in **Exhibit "A"** which existed on January 1, 2024 within City of Fort Worth Reinvestment Zone No. 112, that are owned and/or operated by COMPANY.
- M. "Real Property Improvements" are defined as improvements to the Premises, and shall include structures or fixtures erected or affixed to the Premises.
- N. "Second Operating Year" means the second full calendar year following the year in which the Completion Date occurred.
- O. "Supply and Service Expenditures" are defined as those local discretionary expenditures made by COMPANY directly for the operation and maintenance of the Premises and any improvements thereon, excluding utility service costs.

- P. "Tarrant County Companies" are defined as any corporation, partnership, limited liability company or sole proprietorship maintaining an addressed office location within Tarrant County from which such entity conducts all or a substantial part of its business operations within Tarrant County.
- Q. "Zone" as used herein is defined as the real property located in City of Fort Worth Reinvestment Zone No. 112 and described by City of Fort Worth Ordinance No. 27223-10-2024, substantially in the form included within **Exhibit "A"**.

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. COMPANY shall improve the Premises by completing the Eligible Property improvements in accordance with this Agreement.
- B. COMPANY shall provide for the completion of the Real Property Improvements no later than December 31, 2027, having a minimum Construction Cost upon completion of not less than Sixty-Eight Million Dollars (\$68,000,000).
- C. COMPANY shall provide for the installation or location of the Personal Property Improvements no later than January 1, 2028, having a minimum initial cost of not less than Fifty-Five Million Dollars (\$55,000,000). The value of the Personal Property Improvements is determined solely by the appraisal district having jurisdiction over the Land at the time and reflected in the certified appraisal roll received by the County from such appraisal district in such year.
- D. COMPANY shall expend or cause to be expended at least fifteen percent (15%) of all Construction Costs of the Real Property Improvements with DBE Companies.
- E. COMPANY shall expend or cause to be expended at least twenty-five percent (25%) of all Construction Costs of the Real Property Improvements with Tarrant County Companies.
- F. COMPANY shall expend or cause to be expended at least twenty-five percent (25%) in annual Supply and Service Expenditures with Tarrant County Companies.
- G. COMPANY shall expend or cause to be expended at least fifteen percent (15%) in annual Supply and Service Expenditures with DBE Companies.
- H. COMPANY will add and maintain employment of a minimum of eighty-five (85) new Full-Time Jobs whose average annual salary will equal at least \$65,000.00 on the Premises throughout the Abatement Term.

- I. COMPANY shall operate and maintain on the Premises the Eligible Property as a temperature controlled warehouse and logistics facility for the duration of this Agreement.
- J. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations of the City of Fort Worth and/or Tarrant County.
- K. The Premises and all improvements must conform to all applicable state and federal laws and regulations for air pollution and air quality.

IV.
Abatement Allowed

- A. As set forth in this section, tax abatement allowed herein shall be for Tarrant County ad valorem real property and personal property taxes, relative to Added Market Value of the Eligible Property located on the Premises, subject to the following terms and conditions. Tarrant County Hospital District ad valorem taxes are not subject to the provisions of this Agreement.
- B. If the Improvement Conditions and Requirements set forth in Section III herein are met, COUNTY agrees to exempt from taxation the base amount of up to fifty percent (50%) of the Added Market Value of the 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 seven (7) consecutive years, beginning January 1 of the Second Operating Year and expiring on December 31 of the Seventh Operating Year.

- 1. Base Abatement - If COMPANY (i.) improves the Premises and adds the required Eligible Property to the Premises as set forth in Section III A., B., and C., (ii.) maintains and adds the minimum employment level as set forth in Section III. H., (iii.) employs Tarrant County residents for a minimum twenty-five percent (25%) of all Jobs, (iv.) makes expenditures for Construction Costs and annual Supply and Service Expenditures as set forth in Section III. D., E., F. and G., then COUNTY shall exempt from taxation forty-five percent (45%) of the Added Market Value of the Eligible Property (the "Base Abatement").

Dollars spent with DBE Companies may also count as dollars spent with Tarrant County Companies, and vice versa, for the purposes of this Section if the DBE Company is also a Tarrant County Company as defined herein.

Failure to meet the minimum cost requirements set forth in Section III. B. and C. is a condition of default and shall result in the termination of this Agreement in accordance with Section VII. Failure to meet the requirements for Jobs, Tarrant County resident employment, and use of DBE and Tarrant County Companies for Construction and Supply and Service Expenditures, as set forth in Section III, shall be cause for a reduction in the Base Abatement for any year in which the requirements are not met, as set forth in Section IV.B.2.

- 2. Reduction to Abatement

a. Employment and Spending Deficiencies

In any year that employment and spending levels do not meet the minimum requirements set forth in Section IV.B.1., the COUNTY shall reduce the Base Abatement percentage for that year as set forth below. Each reduction is separate and individual and may be cumulative in any year.

- i. If the actual number of Jobs falls below the minimum Jobs requirements set forth in Section III.H., the Base Abatement percentage will be reduced by one percent (1%) for each one (1) Job deficiency, for that year.
- ii. If less than twenty-five percent (25%) of all Jobs are filled by Tarrant County residents, COMPANY will receive a ten percent (10%) reduction from the Base Abatement for that year.
- iii. If spending with DBE Companies is less than fifteen percent (15%) of total Construction Costs, as set forth in Section III.D., COMPANY will receive a reduction of one percent (1%) from the Base Abatement for each one percent (1%) spending deficiency, up to a maximum reduction of five percent (5%), for the life of the abatement.
- iv. If spending with Tarrant County Companies is less than twenty-five percent (25%) of total Construction Costs, as set forth in Section III.E., COMPANY will receive a reduction of one percent (1%) from the Base Abatement for each one percent (1%) spending deficiency, up to a maximum reduction of five percent (5%), for the life of the abatement.
- v. If spending with Tarrant County or DBE Companies for annual Supply and Services Expenditures is less than the minimum requirements set forth in Section III. F. and G., COMPANY will receive a one percent (1%) reduction in the Base Abatement percentage for each one percent (1%) deficiency, for a maximum of five percent (5%) from the minimum requirement, for that year.

The total cumulative percentage of ad valorem tax abatement that may be received in any one year, pursuant to this agreement, shall not exceed fifty percent (50%) of the increased value.

V.

Reports, Audits and Inspections

- A. Annual Certification and Reports - Pursuant to state law, COMPANY shall certify annually to taxing units that COMPANY is in compliance with 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 - COMPANY shall complete and certify a Tax Abatement Evaluation Report (a form of which is attached hereto as **Exhibit "E"**) for each year of the tax abatement agreement, to be due annually not later than April 30, commencing with April 30th of the year after the improvements are made and in accordance with this agreement. This certification shall include information supporting job creation and retention requirements, reports on Eligible Property values, costs, and spending on construction and supply and services, a narrative description of the project's progress, and other submittals required by this Agreement.
2. Eligible Property Reports - At a minimum, COMPANY shall make available upon request the following information annually on all Eligible Property for which COMPANY will seek tax abatement:
 - a. Property description;
 - b. Asset number/description;
 - c. Payment date for property located on Premises; and
 - d. Cost.
3. Eligible Property Reports for Projects in Progress - COMPANY 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 to be located on Premises.
4. Reports on Equipment Replaced or Removed - Additionally, COMPANY agrees to provide COUNTY, upon request, information on Eligible Property for which COMPANY 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/description; and
 - c. Approximate date of disposal.
5. Report Upon Project Completion - Within one-hundred eighty (180) days of completion of the Eligible Property, COMPANY shall provide COUNTY with a final Eligible Property Report in a form reasonably acceptable to the COUNTY that shall describe all Eligible Property for which the Company is granted tax abatement. The report may contemplate a reconciliation of the general ledger to the personal property rendition to satisfy this requirement.
6. Additional Reports - Additionally, throughout the term of this agreement, COMPANY 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 COMPANY at least 15 business days in advance in writing of their intent to audit in order to allow COMPANY adequate time to make such books and records available.
- C. Inspection - At all times throughout the term of this Agreement, COUNTY and the Tarrant Appraisal District (TAD) 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 TAD to COMPANY, provided, however, that all inspections shall be made with one (1) or more representative(s) of COMPANY present and in accordance with the safety standards of COMPANY.

VI.

Use of Premises

The Premises at all times shall be used in a manner that is consistent with the City of Fort Worth zoning ordinances and consistent with the general purpose of encouraging development within the Zone. Both parties acknowledge that the use of the Premises for an office/manufacturing facility is 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 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. COMPANY terminates the use of the Premises as a temperature-controlled warehousing and logistics facility constructed on the Expansion Facility at any time during the Abatement Term; or
 2. COMPANY fails to meet the requirements specified in Sections III(A), III(B), III(C), or III(I), herein; or
 3. COMPANY allows its ad valorem taxes on any property located within Tarrant County owed to COUNTY to become delinquent.

- B. Notice of Breach - In the event that COUNTY makes a reasonable determination that COMPANY has breached this Agreement, then COUNTY shall give COMPANY written notice of such default. COMPANY 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 COMPANY 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 - Should COMPANY commit a breach of this Agreement according to Sections VIII(A)(1), VIII(A)(2), or VIII(A)(3), and COMPANY does not cure as provided in Section VII(B) above during the cure period, COUNTY may terminate this Agreement and recapture taxes abated for all years during which the breach is committed.
- 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.

Assignment and Effect of Sale or Lease of Property

COMPANY may assign this Agreement and all or any portion of the benefits provided hereunder to an Affiliate, without the consent of COUNTY, provided that COMPANY provides COUNTY with written notice of such assignment, which notice shall include (a) the name and full contact information for the Affiliate, and (b) written agreement from an Affiliate assuming all terms and conditions of COMPANY under this Agreement. Except as provided herein, the abatement granted by this Agreement shall not be otherwise assignable to any new owner or new lessee of all or a portion of the Premises or Eligible Property unless such assignment is approved in writing by the COUNTY.

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:

COMPANY: AMERICOLD REALTY TRUST
Attn: George E. Palmer
Vice President, Tax
10 Glenlake Parkway,
South Tower #600
Atlanta, GA 30328
Email:

COUNTY: Tarrant County
Attn: Maegan South
G.K. Maenius Administration Building
100 E. Weatherford St.
Fort Worth, Texas 76196
Email: mpsouth@tarrantcountytx.gov

X.
Commissioners Court Authorization

This Agreement was authorized by resolution of the Commissioners Court authorizing the County Judge or his 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.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of COMPANY, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the abatement in effect and such other matters reasonably requested by the party(ies) to receive the certificates.

XIII.
Company's Standing

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

XIV.
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 Tarrant County, Texas for a claim arising under state law or the Northern District of Texas, Fort Worth division for a claim arising under federal law. This Agreement is performable in Tarrant County, Texas.

XV.
Indemnification

It is understood and agreed between the parties that the COMPANY, in performing its obligations hereunder, is acting independently, and COUNTY assumes no responsibility or liability to third parties in connection therewith, and COMPANY 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 COMPANY 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 COMPANY from any such responsibility or liability.

XVI.
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.

XVII.
Knowing Employment of Undocumented Workers

COMPANY acknowledges that the COUNTY is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. COMPANY hereby certifies that COMPANY, and any branches, divisions, or departments of COMPANY, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that COMPANY, or any branch, division, or department of COMPANY, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by COMPANY, COMPANY shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the COUNTY, the aggregate amount of the value of the abatement received by COMPANY hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum. COMPANY shall not be considered in violation of this section for any actions of a subsidiary, Affiliate, franchisee of COMPANY or a person or entity with whom COMPANY contracts.

XVIII.
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.

XIX.
Recordation of Agreement

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

XX.
Signatories

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

XXI.
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.

XXII.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

XXIII.
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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last date written below.

ART MORTGAGE BORROWER PROPCO 2010-5, LLC

By: _____

Name: _____

Title: _____

Date: _____

TARRANT COUNTY, TEXAS

By: _____

Tim O'Hare, County Judge

Date: _____

ATTEST:

APPROVED AS TO FORM*:

Deputy County Clerk

Asst. Criminal District Attorney

**By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.*

THE STATE OF TEXAS §

ART MORTGAGE BORROWER
PROPCO 2010-5, LLC
Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, 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 **ART MORTGAGE BORROWER PROPCO 2010-5, LLC** 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 _____, 2025.

Notary Public in and for
The State of _____

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §

Tarrant County, Texas
Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TIM O'HARE**, 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 **TARRANT 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 _____, 2025.

Notary Public in and for
The State of Texas

My Commission Expires

Notary's Printed Name

EXHIBIT "A"
DESCRIPTION OF PREMISES AND
REINVESTMENT ZONE NO. 112

EXHIBIT A
DESCRIPTION AND MAP DEPICTING THE EXPANDED FACILITY

LEGAL DESCRIPTION OF PROPERTY

BEING A 21.8767 ACRE TRACT OF LAND SITUATED IN THE D. ODOM SURVEY, ABSTRACT NO. 1184, AND S.A. & G.R.R CO. SURVEY, ABSTRACT NO. 1464, IN THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, SAME BEING A PORTION OF LOT 3, BLOCK 1, HOBBS TRAILERS ADDITION, AN ADDITION TO THE CITY OF FORT WORTH ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 1758, PLAT RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST BOUNDARY LINE OF A TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FORT WORTH AND DENVER RAILWAY COMPANY (PRESENTLY BURLINGTON NORTHERN RAILROAD CO.), RECORDED IN VOLUME 2990, PAGE 461, DEED RECORDS, TARRANT COUNTY, TEXAS, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 1, HOBBS TRAILERS ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-79, PAGE 33, OF PLAT RECORDS, TARRANT COUNTY, TEXAS, SAID POINT ALSO BEING THE MOST EASTERLY SOUTHEAST CORNER OF SAID 32.6170 ACRE TRACT OF LOT 3;

THENCE NORTH 89 DEGREES 33 MINUTES 26 SECONDS WEST WITH THE NORTH LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 826.11 FEET TO A 5/8 INCH IRON ROD FOUND, SAID CORNER BEING AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO SHALEHOUSE ROCK LTD, ALSO BEING DESCRIBED AS THE REMAINDER OF LOT 2, BLOCK 1, SAID HOBBS TRAILERS ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 388-120, PAGE 87 PLAT RECORDS, TARRANT COUNTY, TEXAS

THENCE NORTH 00 DEGREES 27 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SHALEHOUSE ROCK TRACT, A DISTANCE OF 425.02 FEET TO A 5/8 INCH IRON ROD FOUND; THENCE NORTH 89 DEGREES 33 MINUTES 10 SECONDS WEST WITH THE NORTH LINE OF SAID SHALEHOUSE ROCK TRACT A DISTANCE OF 1039.22 FEET TO A 1/2 INCH IRON ROD FOUND ON THE EAST RIGHT OF WAY LINE OF BLUE MOUND ROAD (A VARIABLEWIDTH PUBLIC R.O.W.) ALSO KNOWN AS F.M. NO. 156, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 23 MINUTES 09 SECONDS, A RADIUS OF 5659.58 FEET, A CHORD DISTANCE OF 136.88 FEET WHICH BEARS NORTH 01 DEGREES 22 MINUTES 30 SECONDS WEST;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 136.88 FEET TO AN "X" FOUND IN A CONCRETE DRIVEWAY;

THENCE NORTHERLY WITH SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF SAID 32.6170 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

NORTH 00 DEGREES 40 MINUTES 50 SECONDS WEST, A DISTANCE OF 127.38 FEET TO A 3/4 INCH IRON ROD FOUND;

NORTH 01 DEGREES 31 MINUTES 21 SECONDS WEST A DISTANCE OF 217.60 FEET TO A 5/8 INCH IRON ROD FOUND;

THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST A DISTANCE OF 1197.76 FEET ALONG A LINE DIVIDING SAID LOT 3 INTO TWO PORTIONS, TO A 5.8 INCH IRON ROD FOUND WITH

CAP STAMPED "BGT" FOR AN ANGLE POINT AND BEING IN SAID SOUTHWEST RAILROAD RIGHT-OF-WAY LINE;

THENCE SOUTH 36 DEGREES 12 MINUTES 26 SECONDS EAST WITH SAID SOUTHWEST LINE A DISTANCE OF 1142.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 952,951 SQUARE FEET, OR 21.8767 ACRES OF LAND MORE OR LESS.

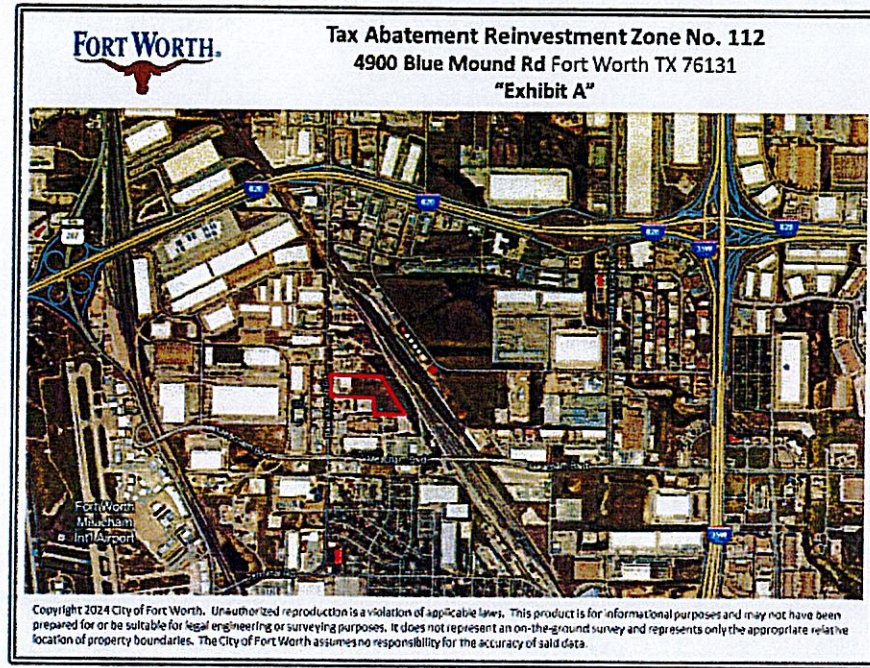


EXHIBIT "B"

CITY OF FORT WORTH TAX ABATEMENT AGREEMENT

TAX ABATEMENT AGREEMENT **(Art Mortgage Borrower Propco 2010-5, LLC d/b/a Americold)**

This **TAX ABATEMENT AGREEMENT** ("Agreement") is entered into by and between the **CITY OF FORT WORTH, TEXAS** ("City"), a Texas home-rule municipal corporation, and **ART MORTGAGE BORROWER PROPCO 2010-5, LLC** ("Company"), a Delaware limited liability company.

RECITALS

- A. On February 23, 2023, the City Council adopted Resolution No. 5709-02-2023, stating that the City elects to be eligible to participate in tax abatement and setting forth guidelines and criteria governing tax abatement agreements entered into between the City and various parties, entitled "General Tax Abatement Policy" ("**Policy**"), which is incorporated herein by reference and hereby made a part of this Agreement for all purposes.
- B. The Policy contains appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Texas Tax Code, as amended ("**Code**").
- C. On 10/15/2024, the City Council adopted Ordinance No. 27223-10-2024 ("**Ordinance**") establishing Tax Abatement Reinvestment Zone No. 112, City of Fort Worth, Texas ("**Zone**").
- D. Company, a cold storage supply infrastructure, owns approximately 22 acres located at 4900 Blue Mound Rd. upon which it operates a temperature-controlled warehousing and logistics facility ("**Current Facility**") that has 13 Full-Time Jobs ("**Current Full-Time Jobs**"). The Current Facility is located within the Zone and described in "**Exhibit 'A'**", attached hereto and made a part of this Agreement for all purposes. For purposes of this Agreement, the Current Facility will be referred to as "**Expanded Facility**."
- E. Contingent upon the receipt of a tax abatement, Company intends to (i) expend, or cause to expend, a minimum of \$123,000,000 (\$68,000,000 for the construction of real property improvements on or before December 31, 2027, and \$55,000,000 of installed business personal property on or before January 1, 2028), for its Expanded Facility ("**Required Improvements**") and (ii) add 85 new Full-Time Jobs by December 31, 2027.
- F. City received a tax abatement ("**Application**") from Company on 6/11/2024, concerning plans for development of the Expanded Facility, including construction of the Required Improvements, which Application is attached hereto as "**Exhibit 'B'**" and hereby made a part of this Agreement for all purposes.
- G. The contemplated use of the Expanded Facility and the terms of this Agreement are consistent with encouraging development of the Zone and generating economic development and increased employment opportunities in the City, in accordance with the purposes for creation of the Zone, and follow the Policy, the Ordinance and other applicable laws, ordinances, rules and regulations.
- H. Under this Agreement, Company is committed to (a) invest a total of at least \$123,000,000 in Required Improvements; and (b) provide at least 85 New Full-Time Jobs whose average annual salary will

equal at least \$65,000. The provisions of this Agreement, as well as the proposed use of the Expanded Facility and nature of the proposed Required Improvements, as defined herein, satisfy the eligibility criteria for commercial/industrial tax abatement pursuant to Section 4 of the Policy.

I. Written notice that the City intends to enter into this Agreement, along with a copy of this Agreement, have been furnished in the manner prescribed by the Code to the presiding officers of the governing bodies of each of the taxing units that have jurisdiction over the Expanded Facility.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The City Council has found, and the City and Company agree, that the recitals set forth above are true and correct and form the basis upon which the parties have entered into this Agreement.

2. **DEFINITIONS.** In addition to terms defined in the body of this Agreement, the following terms have the definitions ascribed to them as follows:

Abatement means the abatement of a percentage (not to exceed fifty percent (50%) in any year of the Abatement Term) of the City's incremental ad valorem real property taxes on any Real Property Improvements located on the Expanded Facility (but not on the Expansion Property or real property upon which the Current Facility is located, which taxes will not be subject to Abatement hereunder) and of the City's incremental ad valorem taxes on New Taxable Tangible Business Personal Property, all calculated in accordance with this Agreement.

Abatement Term means the term of seven (7) consecutive years, commencing on January 1 of the Second Operating Year and expiring on December 31 of the seventh (7th) year thereafter, in which Company will receive the Abatement in accordance with this Agreement.

Affiliate means all entities, incorporated or otherwise, under common control with, controlled by, or controlling Company. For purposes of this definition, "control" means more than fifty percent (50%) ownership by Company of Affiliate as determined by either value or vote.

Annual Salary Commitment has the meaning ascribed to it in Section 4.5.

Application has the meaning ascribed to it in Recital F.

Business Equity Firm(s) ("BEFs") has the meaning assigned to it in the City of Fort Worth's Business Equity Ordinance, as amended (Chapter 20, Article X of the City Code).

BEF Construction Commitment has the meaning ascribed to it in Section 4.3.

BEF Construction Percentage has the meaning ascribed to it in Section 6.3.

Business Personal Property Improvement Commitment has the meaning ascribed to it in Section 4.2.

Business Personal Property Improvements means installed business personal property which is also to be New Taxable Tangible Business Personal Property on the Expanded Facility in accordance with the Business Personal Property Improvement Commitment as verified by the Director in accordance with this Agreement.

Certificate of Completion has the meaning ascribed to it in Section 5.

Code has the meaning ascribed to it in Recital B.

Completion Date means the date on which all occupiable space within the Required Improvements have received a permanent certificate of occupancy.

Completion Deadline – BPP means January 1, 2028.

Completion Deadline – Real Property Improvements means December 31, 2027.

Compliance Auditing Term means the term of seven (7) consecutive years, commencing on January 1 of the First Operating Year and expiring on December 31 of the seventh (7th) year thereafter, in which the City will verify and audit Company's compliance with the various commitments set forth in Section 4 that form the basis for calculation of the amount of each annual Abatement percentage hereunder.

Construction Costs means the following costs expended directly for the Real Property Improvements: actual site development and construction costs, site work, infrastructure improvements, facility modernization, utility installation and including directly related contractor fees, labor costs, plus costs of supplies and materials, engineering fees, architectural and design fees, and permit fees. Construction Costs specifically exclude any real property acquisition costs or rent payments or other costs required by a lease should a lease be utilized.

Director means the director of the City's Economic Development Department.

Effective Date has the meaning ascribed to it in Section 3.

Event of Default means a breach of this Agreement by a party, either by act or omission, as more specifically set forth in Section 7 of this Agreement.

First Operating Year means the first full calendar year following the year in which the Completion Date occurred.

Full-Time Job means a job provided to one (1) individual by Company on the Expanded Facility two thousand eighty (2,080) straight-time paid hours in a fiscal year, excluding shift differential work and overtime.

Legal Requirements means federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's charter and ordinances, as amended.

New Full-Time Job has the meaning ascribed to it in Section 4.4.1.

New Taxable Tangible Business Personal Property means any business personal property located on the Expanded Facility that (i) is subject to ad valorem taxation by the City; (ii) is located on the Expanded Facility; (iii) is owned or leased by Company and used by Company for the business purposes outlined in this Agreement; and (iv) was not located in the City prior to period covered by this Agreement. It does not mean, nor include inventory or supplies or other personal property located on the Expanded Facility before the period covered by this Agreement

Ordinance has the meaning ascribed to it in Recital C.

Overall Employment Commitment has the meaning ascribed to it in Section 4.4.1.

Overall Employment Percentage has the meanings ascribed to it in Section 6.4.1 and 6.4.2, as applicable.

Overall Improvement Percentage has the meaning ascribed to it in Section 6.2.

Policy has the meaning ascribed to it in Recital A.

Real Property Improvement Commitment has the meaning ascribed to it in Section 4.1.

Real Property Improvements means a temperature-controlled warehousing and logistics facility constructed on the Expansion Facility in accordance with the Real Property Improvement Commitment as verified in the Certificate of Completion issued by the Director in accordance with this Agreement.

Records has the meaning ascribed to it in Section 4.8.

Required Improvements has the meaning ascribed to it in Recital E.

Salary means the cash payment or remuneration made to a person holding a Full-time Job, including paid time off, commissions, and non-discretionary bonuses. A Salary does not include any benefits, such as health insurance or retirement contributions, reimbursements for employee expenses, any discretionary bonuses, shift differential work, and overtime.

Second Operating Year means the second full calendar year following the year in which the Completion Date occurred.

Term has the meaning ascribed to it in Section 3.

Zone has the meaning ascribed to it in Recital C.

3. **TERM.** This Agreement takes effect on the date as of which the City and Company have all executed this Agreement ("**Effective Date**") and, unless terminated earlier in accordance with its terms and conditions, expires simultaneously upon expiration of the Abatement Term ("**Term**").

4. **OBLIGATIONS AND COMMITMENTS RELATED TO ABATEMENT.**

4.1. **Real Property Improvements.**

4.1.1. Company must expend or cause to be expended at least Sixty-Eight Million Dollars and Zero Cents (\$68,000,000.00) in Construction Costs for the Real Property Improvements by the Real Property Improvements Completion Deadline and the Completion Date for the Real Property Improvements must occur on or before the Real Property Improvements Completion Deadline ("**Real Property Improvement Commitment**"). Failure to meet this obligation constitutes an Event of Default.

4.1.2. The value of the Real Property Improvements is determined in accordance with the Final Construction Report as set forth in Section 4.6.1.

4.2. **Business Personal Property Improvements.**

4.2.1. Personal Property Improvements having a value of at least Fifty-Five Million Thousand Dollars and Zero Cents (\$55,000,000.00) ("**Business Personal Property Improvement Commitment**") must be in place on the Expanded Facility by the BPP Completion Deadline. Failure to meet the obligation constitutes an Event of Default.

4.2.2. The value of the Business Personal Property Improvements is determined solely by the appraisal district having jurisdiction over the Expanded Facility at the time and reflected in the certified appraisal roll received by the City from such appraisal district in such year.

4.3. **Construction Spending Commitment for BEFs.** By the Completion Date, Company must expend or caused to be expended at least fifteen percent (15%) of all Construction Costs for the Real Property Improvements with BEFs, regardless of the total amount of such Construction Costs ("**BEF Construction Commitment**").

4.4. **Employment Commitment.**

4.4.1. Company must employ and retain its Current Full-Time Jobs and employ and retain at least 85 New Full-Time Jobs on the Expanded Facility for the Term of this Agreement. A Full-Time Job will be considered new if the individual is hired on or after the Effective Date. The 85 New Full-Time Jobs are considered herein as both "New Full-Time Jobs" or the "New Employment Commitment".

requested by Company and reasonably acceptable to the City) of the previous calendar year, together with reasonable supporting documentation.

4.7.3. For purposes of this Agreement and regardless of the reporting period, the calculation of 85 New Full Time Jobs will be those New Jobs above the Current Full Time Jobs.

4.7.4. Additional Information Requested by City. Company will supply any additional information reasonably requested by the City that is pertinent to the City's evaluation of compliance with each of the terms and conditions of this Agreement.

4.8. Inspections of Expanded Facility and Improvements

4.8.1. At any time during Company's normal business hours throughout the Term, the City will have the right to inspect and evaluate the Expanded Facility, and any improvements thereon, and Company will provide full access to the same, for the City to monitor compliance with the terms and conditions of this Agreement. Company will use reasonable efforts to cooperate fully with the City during any such inspection and evaluation.

4.8.2. Notwithstanding the foregoing, Company may require that any representative of the City be escorted by a Company representative or security personnel during any such inspection and evaluation and abide by any site policies and protocols regarding health, safety, and treatment of Company's confidential information. In addition, upon request of the City at any time during the Term and the year following the Term and following reasonable advance notice.

4.9. Audits. The City has the right throughout the Term to audit the financial and business records of Company that relate to the Real Property Improvements, Personal Property Improvements, and the Expanded Facility and any other documents necessary to evaluate Company's compliance with this Agreement or with the commitments set forth in this Agreement, including, but not limited to construction documents and invoices (collectively, "**Records**"). Company must make all Records available to the City at the Expanded Facility or at another location in the City acceptable to both parties following prior notice and will otherwise use reasonable efforts to cooperate fully with the City during any audit.

4.10. Use of Expanded Facility. The Expanded Facility and any improvements thereon, including, but not limited to, the Real Property Improvements, must be always used during the Term of this Agreement for Company's lawful business operations, as set forth in this Agreement, and otherwise in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone.

4.11. Abatement Application Fee. The City acknowledges receipt from Company of the required and non-refundable Application fee of Two Thousand Five Hundred Dollars (\$2,500.00).

5. **CERTIFICATE OF COMPLETION.** Within ninety (90) calendar days following receipt by the City of the final construction spending report for the Real Property Improvements submitted in accordance with this Agreement, and assessment by the City of the information contained therein, if the City is able to verify that the Company met all requirements for the Real Property Improvement, the Director will issue Company a certificate stating the amount of Construction Costs expended for the Real Property Improvements, as well as the amount of Construction Costs expended for the Real Property Improvements specifically with BEFs ("**Certificate of Completion**"). The Certificate of Completion will serve as the basis for determining whether the BEF Construction Commitment was met.

6. **TAX ABATEMENT.**

6.1. **Generally.**

6.1.1. Subject to the terms and conditions of this Agreement, provided that the Company met both the Real Property Improvement Commitment, Business Personal Property Improvement Commitment, and Annual Salary Commitment, the City will grant an Abatement to the Company in each year of the Abatement Term.

6.1.2. The amount of each Abatement that the City grants during such years will be a percentage of the City's ad valorem taxes on the Real Property Improvements located on the Expanded Facility (but not on the Expansion Property itself, which taxes will not be subject to Abatement hereunder) and on the Business Personal Property Improvements, which percentage will equal the sum of the Overall Improvement Percentage, the BEF Construction Percentage (if applicable), the applicable Overall Employment Commitment and in no event to not exceed fifty percent (50%).

6.2. **Real Property Improvement, Business Personal Property Commitments, New Employment Commitment, and Annual Salary Commitment (50%).** City will grant an abatement to Company equal to fifty percent (50%) of the overall Abatement ("**Overall Improvement Percentage**") if Company meets the Real Property Improvement Commitment, Business Personal Property Improvement Commitment, New Employment Commitment, and Annual Salary Requirement.

6.3. **BEF Construction Cost Spending (10%).** A percentage of the Abatement will be based on the whether the Company met the BEF Construction Commitment ("**BEF Construction Percentage**"). If Company meets the BEF Construction Commitment, the BEF Construction Percentage for each Abatement hereunder will be ten percent (10%). If the Company does not meet the BEF Construction Commitment, the BEF Construction Percentage for each Abatement hereunder will be zero percent (0%).

6.4. **Abatement Limitations.** The amount of real property taxes to be abated each year will not exceed one hundred and fifty percent (150%) of the amount of the minimum Real Property Improvement Commitment and the Personal Property Improvement Commitment multiplied by the City's tax rate in effect for that same year.

7. DEFAULT, TERMINATION, AND FAILURE TO MEET DEADLINES AND COMMITMENTS.

7.1. Failure to Meet Real Property Improvement and Business Personal Property Commitments. Notwithstanding anything to the contrary herein, if the Company does not meet both the Real Property Improvement Commitment and Business Personal Property Improvement Commitment, an Event of Default will occur and the City will have the right to terminate this Agreement, effective immediately, by providing written notice to Company without further obligation to Company hereunder.

7.2 Failure to Meet BEF Construction and Overall Employment Commitments. If the Company does not meet the BEF Construction Commitment, or the Overall Employment Commitment in any given year, such event will not constitute an Event of Default hereunder or provide the City with the right to terminate this Agreement, but, rather, will only cause the percentage or amount of Abatement available pursuant to this Agreement to be reduced in accordance with this Agreement.

7.3 Forfeiture for Failure to Meet Annual Salary Commitment. Notwithstanding anything to the contrary herein, if the Company fails to meet the Annual Salary Commitments in any year of the Compliance Auditing Term, the Company will forfeit the Abatement available for that year.

7.4. Knowing Employment of Undocumented Workers.

7.4.1. Company acknowledges that effective September 1, 2007, the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. ***Company hereby certifies that Company, and any branches, divisions, or departments of Company, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. If Company, or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens) and such violation occurs during the Term of this Agreement:***

- ***if such conviction occurs during the Term of this Agreement, this Agreement will terminate contemporaneously upon such conviction (subject to any appellate rights that may lawfully be available to and exercised by Company) and Company must repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of Abatement received by Company hereunder, if any, plus Simple Interest at a rate of two percent (2%) per annum based on the amount of Abatement received in each previous year as of December 31 of the tax year for which the Abatement was received; or***
- ***if such conviction occurs after expiration or termination of this Agreement, subject to any appellate rights that may lawfully be available to and exercised by Company, Company must repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of Abatement received by***

Company hereunder, if any, plus Simple Interest at a rate of two percent (2%) per annum based on the amount of Abatement received in each previous year as of December 31 of the tax year for which the Abatement was received.

7.4.2. For the purposes of this section, "**Simple Interest**" is defined as a rate of interest applied only to an original value, in this case the aggregate amount of Abatement. This rate of interest can be applied each year but will only apply to the aggregate amount of Abatement and is not applied to interest calculated. For example, if the aggregate amount of Abatement is \$10,000 and it is required to be paid back with two percent (2%) interest five years later, the total amount would be $\$10,000 + [5 \times (\$10,000 \times 0.02)]$, which is \$11,000. This Section 7.6 does not apply to convictions of any subsidiary or affiliate entity of Company, by any franchisees of Company, or by a person or entity with whom Company contracts. Notwithstanding anything to the contrary herein, the parties agree that the Abatement is a "public subsidy" (as that term is defined in Section 2264.001, Texas Government Code) for the benefit of Company. This Section will survive the expiration or termination of this Agreement.

7.5. Foreclosure on Expanded Facility or Required Improvements. Subject to Section 11, the City will have the right to terminate this Agreement immediately upon provision of written notice to Company of any of the following events: (i) the conveyance of the Expanded Facility, the Real Property Improvements, or the Business Personal Property Improvements pursuant to an action to foreclose or otherwise enforce a lien, mortgage, or deed of trust against the Expanded Facility, or any part thereof, the Real Property Improvements, or the Business Personal Property Improvements; (ii) the involuntary conveyance to a third party of the Expanded Facility, or any part thereof, the Real Property Improvements, or the Business Personal Property Improvements; (iii) execution of any assignment of the Expanded Facility, or any part thereof, the Real Property Improvements or deed in lieu of foreclosure to the Expanded Facility, or any part thereof, or Real Property Improvements; (iv) execution of any assignment of the Business Personal Property Improvements; (iv) appointment of a trustee or receiver for the Expanded Facility, or any part thereof, Real Property Improvements, or the Business Personal Property Improvements and such appointment is not terminated within one hundred twenty (120) calendar days after the appointment occurs.

7.6. Failure to Pay Taxes or Non-Compliance with Other Legal Requirements. An Event of Default will occur if any ad valorem taxes owed to the City by Company becomes delinquent and Company does not timely and properly follow the legal procedures for protest or contest of any such ad valorem taxes, or Company is in violation of any material Legal Requirement due to any act or omission connected with Company's operations on the Expanded Facility, or any part thereof;; provided, however, that an Event of Default will not exist under this provision unless Company fails to cure the applicable failure or violation within thirty (30) calendar days (or such additional time as may be reasonably required) after Company receives written notice of such failure or violation.

7.7. General Breach. In addition to Sections 7.1 – 7.6 and subject to Section 7.4, an Event of Default under this Agreement will occur if either party breaches any term or condition of this Agreement, in which case the non-defaulting party must provide the defaulting party with written notice specifying the nature of the Default. Subject to Sections 7.1, 7.2, and 7.3, in the event that

any Event of Default hereunder remains uncured after thirty (30) calendar days following receipt of such written notice (or, if the defaulting party has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both parties mutually and in good faith), the non-defaulting party will have the right to terminate this Agreement, effective immediately, by providing written notice to the defaulting party.

7.8. Statutory Damages.

7.8.1 Company acknowledges and agrees that termination of this Agreement due to an Event of Default by Company will (i) harm the City's economic development and redevelopment efforts on the Expanded Facility and in the vicinity of the Expanded Facility; (ii) require unplanned and expensive additional administrative oversight and involvement by the City; and (iii) be detrimental to the City's general economic development programs, both in the eyes of the general public and by other business entities and corporate relocation professionals, and Company agrees that the exact amounts of actual damages sustained by the City therefrom will be difficult or impossible to ascertain.

7.8.2 Therefore, upon termination of this Agreement for any Event of Default, and as authorized by Section 312.205(b)(6) of the Code, Company must pay the City, as damages authorized by the Code, an amount equal to all taxes that were abated in accordance with this Agreement for each year in which an Event of Default existed and which otherwise would have been paid to the City in the absence of this Agreement.

7.8.3 The City and Company agree that the above-stated amount is a reasonable approximation of actual damages that the City will incur because of an uncured Event of Default and that this Section is intended to provide the City with compensation for actual damages, as authorized by the Code, and is not a penalty.

7.8.4 The above-stated amount may be recovered by the City through adjustments made to Company's ad valorem property tax appraisal by the appraisal district that has jurisdiction over the Expanded Facility, or any part thereof, and over any taxable tangible personal property located thereon. Otherwise, this amount will be due, owing, and paid to the City within sixty (60) calendar days following the effective date of termination of this Agreement.

7.8.5 In the event that all or any portion of this amount is not paid to the City within sixty (60) days following the effective date of termination of this Agreement, Company will also be liable for all penalties and interest on any outstanding amount at the statutory rate for delinquent taxes, as determined by the Code at the time of the payment of such penalties and interest (currently, Section 33.01 of the Code).

8. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that Company will operate as an independent contractor in each and every respect hereunder and not as agents, representatives or employees of the City. As to the City, Company will have the exclusive right to control all details and day-to-day operations relating to the Expanded Facility and any improvements thereon and will be solely responsible for the acts and omissions of their officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Company acknowledges that the doctrine of *respondeat superior* will not apply as between the City and Company, their officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. Company further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and Company.

9. **INDEMNIFICATION. COMPANY, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, AND ITS RESPECTIVE OFFICERS, AGENTS SERVANTS, REPRESENTATIVES, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO COMPANY'S BUSINESS AND ANY RESULTING LOST PROFITS) AND PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS, RELATED TO THE REQUIRED IMPROVEMENTS; THE EXPANDED FACILITY AND ANY OPERATIONS AND ACTIVITIES THEREON; OR THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OTHERWISE. THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

10. **NOTICES.** All written notices called for or required by this Agreement must 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:

City:	Company:
City of Fort Worth 100 Fort Worth Trail Fort Worth, Texas 76102 Attn: City Manager	AMERICOLD REALTY TRUST Attn: George E Palmer Vice President, Tax Address: 10 Glenlake Parkway, South Tower #600 Atlanta GA 30328
With copies each to City's: City Attorney and Director of Economic Development at the same address.	

11. **EFFECT OF SALE OF EXPANDED FACILITY OR REQUIRED IMPROVEMENTS; ASSIGNMENT AND SUCCESSORS.**

11.1. Company may assign this Agreement, and all or any of the benefits provided hereunder, without the consent of the City Council to (a) an Affiliate that leases, owns or takes title to the

Expanded Facility, or any part thereof, and owns or leases any New Taxable Tangible Business Personal Property or (b) a successor to Company by merger or consolidation only if (i) prior to or contemporaneously with the effectiveness of such assignment, Company provides the City with written notice of such assignment, which notice must include the name of the Affiliate and a contact name, address and telephone number for the Affiliate, and (ii) the Affiliate agrees in writing to assume all terms and conditions of Company under this Agreement.

11.2. Otherwise, Company may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City Council, which consent will not be unreasonably withheld, conditioned on (i) the proposed assignee or successor agrees and proceeds to lease or take title to the Expanded Facility, or any part thereof, and any New Taxable Tangible Business Personal Property; (ii) the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement; and (iii) prior execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of Company under this Agreement. Any attempted assignment without the City Council's prior consent constitutes an Event of Default under this Agreement. Any lawful assignee or successor in interest of Company of all rights under this Agreement will be deemed "Company" for all purposes under this Agreement.

12. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS. This Agreement is subject to all applicable Legal Requirements.

13. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

14. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

15. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder will not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

16. VENUE AND CHOICE OF LAW. If any action, whether real or asserted, at law or in equity, arises based on any provision of this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement will be construed in accordance with the laws of the State of Texas.

17. NO THIRD-PARTY RIGHTS. The provisions and conditions of this Agreement are solely for the benefit of the City and Company, and any lawful assignee or successor of Company, and are not intended to create any rights, contractual or otherwise, to any other persons or entities.

18. FORCE MAJEURE. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, government action or inaction, orders of the government, epidemics, pandemics, civil commotion, acts of God, strike, inclement weather,

shortages or unavailability of labor or materials, unreasonable delays by the City (based on the then-current workload of the City department(s) responsible for undertaking the activity in question) in issuing any permits, consents, or certificates of occupancy or conducting any inspections of or with respect to the Expanded Facility, Real Property Improvements, Business Personal Property Improvements, or other circumstances that are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted will be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and the Completion Deadline will be extended for a period of time equal to the period such party was delayed. Notwithstanding anything to the contrary herein, it is specifically understood and agreed that any failure to obtain adequate financing necessary to meet the Real Property Improvement Commitment or the Business Personal Property Improvement Commitment will not be deemed to be an event of force majeure and will not, in such an event, operate to extend either the Completion Deadline - Real Property Improvements or Completion Deadline - BPP.

19. INTERPRETATION. In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement will be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement. In the event of any conflict between the body of this Agreement and the Applications, the body of this Agreement will control.

20. CAPTIONS. Captions and headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one instrument.

22. BONDHOLDER RIGHTS. The Real Property Improvements will not be financed by tax increment bonds. This Agreement is subject to the rights of holders of outstanding bonds of the City.

23. CONFLICTS OF INTEREST. Neither the Expanded Facility nor any improvements thereon are owned or leased by any member of the City Council, any member of the City Plan or Zoning Commission or any member of the governing body of any taxing unit with jurisdiction in the Zone.

24. ELECTRONIC SIGNATURES. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

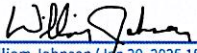
25. ENTIRETY OF AGREEMENT. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Company, and any lawful assign and successor of Company, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement will not be amended unless executed in writing by both parties and approved by the City

Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

EXECUTED as of the last date indicated below:

[SIGNATURES AND EXHIBITS FOLLOW]

CITY:

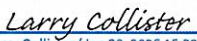
By: 
William Johnson (Jan 29, 2025 15:46 CST)
William Johnson, Assistant City Manager

Signed on this the ____ day of Jan 29, 2025, 2024.
FOR CITY OF FORT WORTH INTERNAL PROCESSES:

Approval Recommended:

By: 
Name: Robert Sturns
Title: Director, Economic Development

Approved as to Form and Legality:

By: 
Name: Larry Collister
Title: Sr. Assistant City Attorney

Contract Authorization:

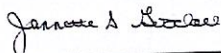
M&C:
Form 1295:

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: 
Name: Cherie Gordon
Title: Economic Development Coordinator

City Secretary:

By: 
Name: Jannette Goodall
Title: City Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §
TARRANT COUNTY §

BEFORE ME, the undersigned authority, on this day personally appeared **William Johnson**, Assistant City Manager of the **CITY OF FORT WORTH**, a Texas home-rule municipal corporation, 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 **CITY OF FORT WORTH**, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Fort Worth and that he executed the same as the act of the **CITY OF FORT WORTH** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2024.

Notary Public in and for
the State of Texas

Notary's Printed Name

COMPANY:

By:

Signature

Printed Name

Title

Signed on this the 27th day of JANUARY, 2025

ACKNOWLEDGEMENT

STATE OF GEORGIA § 45-17-6
COUNTY OF FULTON § 45-17-6

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE E. PALMER [name of person signing], VICE PRESIDENT - TAX [title of person signing], of Art Mortgage Borrower Propco 2010-5, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this twenty-seventh day of JANUARY, 2025

Notary Public in and for
the State of GA.

TISHA NICOLE ABBOTT
Notary's Printed Name

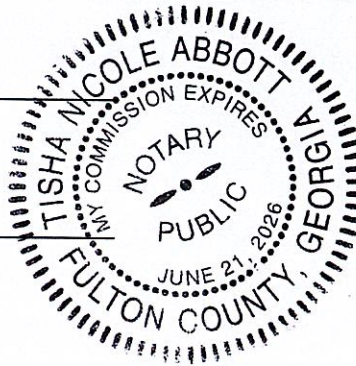


EXHIBIT A
DESCRIPTION AND MAP DEPICTING THE EXPANDED FACILITY

LEGAL DESCRIPTION OF PROPERTY

BEING A 21.8767 ACRE TRACT OF LAND SITUATED IN THE D. ODOM SURVEY, ABSTRACT NO. 1184, AND S.A. & G.R.R CO. SURVEY, ABSTRACT NO. 1464, IN THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, SAME BEING A PORTION OF LOT 3, BLOCK 1, HOBBS TRAILERS ADDITION, AN ADDITION TO THE CITY OF FORT WORTH ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 1758, PLAT RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST BOUNDARY LINE OF A TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FORT WORTH AND DENVER RAILWAY COMPANY (PRESENTLY BURLINGTON NORTHERN RAILROAD CO.), RECORDED IN VOLUME 2990, PAGE 461, DEED RECORDS, TARRANT COUNTY, TEXAS, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 1, HOBBS TRAILERS ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-79, PAGE 33, OF PLAT RECORDS, TARRANT COUNTY, TEXAS, SAID POINT ALSO BEING THE MOST EASTERLY SOUTHEAST CORNER OF SAID 32.6170 ACRE TRACT OF LOT 3;

THENCE NORTH 89 DEGREES 33 MINUTES 26 SECONDS WEST WITH THE NORTH LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 826.11 FEET TO A 5/8 INCH IRON ROD FOUND, SAID CORNER BEING AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO SHALEHOUSE ROCK LTD, ALSO BEING DESCRIBED AS THE REMAINDER OF LOT 2, BLOCK 1, SAID HOBBS TRAILERS ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 388-120, PAGE 87 PLAT RECORDS, TARRANT COUNTY, TEXAS

THENCE NORTH 00 DEGREES 27 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SHALEHOUSE ROCK TRACT, A DISTANCE OF 425.02 FEET TO A 5/8 INCH IRON ROD FOUND; THENCE NORTH 89 DEGREES 33 MINUTES 10 SECONDS WEST WITH THE NORTH LINE OF SAID SHALEHOUSE ROCK TRACT A DISTANCE OF 1039.22 FEET TO A 1/2 INCH IRON ROD FOUND ON THE EAST RIGHT OF WAY LINE OF BLUE MOUND ROAD (A VARIABLEWIDTH PUBLIC R.O.W.) ALSO KNOWN AS F.M. NO. 156, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 23 MINUTES 09 SECONDS, A RADIUS OF 5659.58 FEET, A CHORD DISTANCE OF 136.88 FEET WHICH BEARS NORTH 01 DEGREES 22 MINUTES 30 SECONDS WEST;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 136.88 FEET TO AN "X" FOUND IN A CONCRETE DRIVEWAY;

THENCE NORTHERLY WITH SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF SAID 32.6170 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

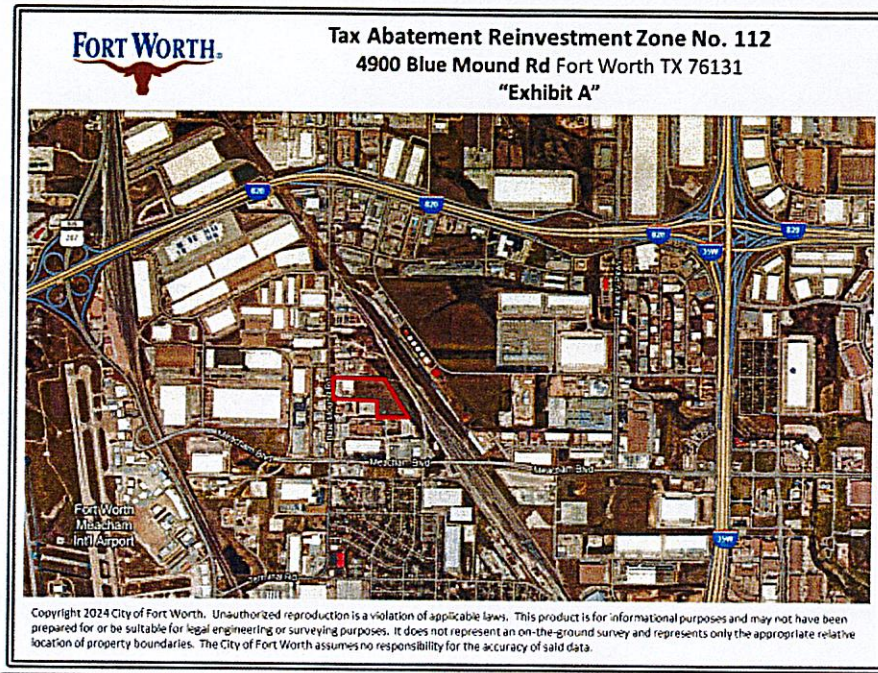
NORTH 00 DEGREES 40 MINUTES 50 SECONDS WEST, A DISTANCE OF 127.38 FEET TO A 3/4 INCH IRON ROD FOUND;

NORTH 01 DEGREES 31 MINUTES 21 SECONDS WEST A DISTANCE OF 217.60 FEET TO A 5/8 INCH IRON ROD FOUND;

THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST A DISTANCE OF 1197.76 FEET ALONG A LINE DIVIDING SAID LOT 3 INTO TWO PORTIONS, TO A 5.8 INCH IRON ROD FOUND WITH

CAP STAMPED "BGT" FOR AN ANGLE POINT AND BEING IN SAID SOUTHWEST RAILROAD RIGHT-OF-WAY LINE;

THENCE SOUTH 36 DEGREES 12 MINUTES 26 SECONDS EAST WITH SAID SOUTHWEST LINE A DISTANCE OF 1142.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 952,951 SQUARE FEET, OR 21.8767 ACRES OF LAND MORE OR LESS.



**EXHIBIT B
TAX ABATEMENT APPLICATION**



Economic Development Incentive Application

Date 6/11/2024

Project name Project Bluebonnet

Applicant Information

Consultant Information

Company	<u>Americold Logistics LLC</u>	Company	<u>AYA</u>
Management Services,	<u>LLC</u>		
Contact Name	<u>Jim Lovell</u>	Name	<u>Todd Ohlandt</u>
Contact	<u>Manager</u>		
Title	<u>10 Glenlake Parkway,</u>	Title	<u>Managing Principal</u>
	<u>South Tower #600</u>		
Address	<u>Atlanta, GA 30328</u>	Address	<u>1230 Peachtree St NE #3400</u>
City, State ZIP	<u>678-431-0945</u>	City, State ZIP	<u>Atlanta, GA 30309</u>
Phone	<u>jim.lovell@americold.com</u>	Phone	<u>917-282-1268</u>
Email		Email	<u>todd.ohlandt@avisonyoung.com</u>

Project Description

For full project context and description, please see the attached RFI previously submitted to the local economic development teams within Tarrant County and the City of Fort Worth.

Project Impact:

Project Bluebonnet is expected to create 98 net new jobs at an average salary of ~\$65,000 per annum while investing ~\$150,000,000 to expand Americold's existing facility at 4900 Blue Mound Road. The project will also create hundreds of construction jobs, dozens of indirect jobs, and is expected to reactivate a dormant rail spur that would be a significant catalyst for future development and economic growth for the area. Additionally, with the expansion expected to add more than 55,000 cold storage pallet positions, the project will provide much needed capacity for local grocery retailers, local restaurants, as well as supporting growth for regional agricultural, life science, and food manufacturers.

Financial Gap, Project Impediment, or Multi-region Competition:

Economic incentives will play a critical role in the business case justification process and will help determine if/whether the project can feasibly move forward at the Blue Mound facility. Given Americold's national network, several other geographies, both within Texas as well as outside of the state, are being considered and in competition for a finite number of investment dollars that will be allocated by the investment committee with only the most attractive options to receive funding.

Business Expansion or Relocation

Continue to next section if not applicable

Describe the Development Team:

Selection process is under way and, if project is to move forward, decisions will be made in the coming weeks.

Project Partners:

Selection process is under way and, if project is to move forward, decisions will be made in the coming weeks.

Site Plan, Illustrations, and Other Documents

Preliminary site plans have been evaluated for feasibility purposes, but final design is not yet available for sharing.

Project Financial Statements:

Attach documents outlining project Sources & Uses*, Capital Stack*, and Pro Forma*, if available. *These documents will not be released to the public. For TIF consideration, please also include a break down of your public infrastructure costs estimates.

If Hotel Project:

Total Number of Keys	N/A	Total SF Meeting Space	N/A
----------------------	-----	------------------------	-----

Project Site Details

Existing or New [Select]	Existing Facility	Historic Designation(s)	
			\$4,327,839
Current Land Valuation	\$1,072,161	ValuationImprovements	
	Industrial		
Project TypeIf Other,		Describe: Est. Start	Q4 2026
	Q4 2024		
DateEst. Completion Date		Project TypeIf Other,	
	Industrial		
Describe:			N/A
	Currently Own		
Anticipated (Years)	"I" Light Industrial	OwnershipTerm of Lease	
Current ZoningRequested	No	Zoning	

Variances RequiredDescribe Variances:

Capital Improvement & Investment Details

Total Construction Costs	\$145,000,000	Hard Construction Costs	\$54,400,000
New Personal Property	\$53,440,000	Historic Tax Credits	
Annual R&D Expenses	N/A	Annual Patents	N/A
Value of Inventory	TBD	Value of Supplies	TBD
Est. Value of Imports	N/A	Est. Value of Exports	N/A

Employment and Job Creation

Current Employment	<u>13.00</u>	Avg. Wage (of Current)	<u>\$48,700</u>
New Employees (FTEs)	<u>85.00</u>	Avg. Wage (of New)	<u>\$65,000</u>

Description of Existing Positions and New Positions to be Added and Hiring Schedule:

Please utilize the "Employment Info" tab to outline the number and average annual salaries of existing, as well as new employees, by job category (executive, professional, etc.), as well as hiring schedule for new positions (i.e. how many new employees at Project Completion, Year 1, Year 3, and so forth.)

Other Incentive Requests

Do you intend to pursue abatement of County taxes? Yes

Do you intend to pursue State Economic Development incentives? Yes

Description of Other Incentives:

Property Tax Abatement from Tarrant County and possibly the Skills Development Fund

Confidentiality & Disclosures

State Law and City of Fort Worth practices and procedures guard the confidentiality of information and materials submitted in application or negotiation for economic development incentives (Section 552.131: Confidentiality of Certain Economic Development Negotiation Information). Unless otherwise permitted by or coordinated with the applicant, all information will be kept in strict confidence except where required under applicable state or federal law. City staff will coordinate with the applicant on information disclosures as necessary to the incentive review and approval process.

Disclosure of Financial Interest

[Is any person or firm receiving any form of compensation, commission or other monetary benefit based on the level of incentive obtained by the applicant from the City of Fort Worth? If yes, please explain and/or attach details.]

Form 1295 Certificate of Interested Parties

State law (Chapter 2264, Texas Government Code) requires that all parties entering into an incentive agreement with the City of Fort Worth must complete and submit a Form 1295 Certificate of Interested Parties. Certain exceptions apply. City of Fort Worth Economic Development staff must receive a completed copy of the Form 1295 (which may be delivered by email as a PDF) or an explanation of why Company is excepted from this requirement (to be confirmed by the City Attorney's Office before any proposal for incentives may be presented to the City Council. The Form 1295 can be completed electronically at: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Mayor and Council Communication

DATE: 10/15/24

M&C FILE NUMBER: M&C 24-0880

LOG NAME: 17AMERICOLD_TA

SUBJECT

(CD 2) Authorize Execution of a Seven-Year Tax Abatement Agreement with Americold Realty Trust, Inc., ART Mortgage Borrower Propco 2010 - 5 LLC, or Affiliate, for the Expansion of a Cold Storage Facility at 4900 Blue Mound Road in Tax Abatement Reinvestment Zone No. 112, City of Fort Worth, Texas

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the execution of a seven-year tax abatement agreement with Americold Realty Trust, Inc., ART Mortgage Borrower Propco 2010 - 5 LLC, or affiliate for an expansion of their facility and operations at 4900 Blue Mound Road in Tax Abatement Reinvestment Zone No. 112, City of Fort Worth, Texas; and
2. Find that the terms of, and the property subject to, the Tax Abatement Agreement meet the criteria and guidelines set forth in the City of Fort Worth's General Tax Abatement Policy (Resolution No. 5709-02-2023).

DISCUSSION:

The purpose of this Mayor and Council Communication is to approve a tax-abatement for expansion of a cold storage facility.

Americold Realty Trust Inc. (Americold), is one of the largest temperature-controlled warehousing and distribution providers in the world and a dominant player in the U.S. market, owning or operating 239 temperature-controlled warehouses, including a current facility in Fort Worth at 4900 Blue Mound Road. Americold is proposing to expand its facility at 4900 Blue Mound Road, to use a larger footprint of the 21.88 acre site (Project Site), with updated building and equipment.

In order to facilitate investment in Americold's facility, the City proposes to enter into a tax abatement agreement with Americold. The tax abatement will be tied to the amount of investment made by Americold and satisfaction of other project and spending requirements, as follows:

Investment:

1. Americold must expend a minimum of \$68,000,000.00 in total construction costs at the Project Site on or before December 31, 2027;
2. Americold must install \$55,000,000.00 in taxable business personal property (BPP) that is new to the City at the Project Site having a minimum taxable appraised value of \$49,500,000.00 by January 1, 2028; and
3. Americold is voluntarily committing to expend or cause to be expended at least 15 percent of all hard and soft construction costs for the Project with contractors that are Business Equity Firms as defined in Chapter 20, Article X of the City Code. Failure to meet this commitment will result in a reduction of the tax abatement by 10 percent.

Americold must provide a minimum of 85 additional full-time jobs at the Project Site on or before December 31, 2027, and maintain that level for the duration of the agreement, with an average salary of at least \$65,000.00. The annual abatement will be forfeited for any year in which a \$65,000.00 average salary minimum is not met.

City Commitments:

1. The City will enter into a Tax Abatement Agreement with Americold for a term of seven years.
2. The amount of incremental City real property and BPP taxes to be abated in a given year will be equal to up to fifty percent (50%).

The abatement is subject to company performance requirements as outlined above and as will be more specifically detailed within the Tax Abatement Agreement.

This agreement will result in an estimated \$5,049,971.00 in new incremental property tax associated with the Project being reduced by \$2,524,985.00, resulting in the collection of \$2,524,985.00 in net new incremental property tax revenue over the next seven-year period.

The project is located in COUNCIL DISTRICT 2.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that upon final approval of the Tax Abatement Agreement, this agreement will have no material effect on the Fiscal Year 2025 Budget, any effect on expenditures and revenues will be incorporated into the long-term financial forecast upon the Tax Abatement being officially granted.

Submitted for City Manager's Office by: William Johnson 5806

Originating Business Unit Head: Robert Sturns 2663

Additional Information Contact: Cherie Gordon 6053

EXHIBIT "C"
TARRANT COUNTY TAX ABATEMENT APPLICATION



Tarrant County

Application for Tax Abatement/Reinvestment Zone

I. APPLICANT INFORMATION

Applicant/Property Owner: Americold Logistics LLC/Art Mortgage Borrower Propco

Company/Project Name: Americold Realty Trust, Inc./Project Bluebonnet

Mailing Address: 10 Glenlake Parkway, South Tower #600, Atlanta, GA 30328

Telephone: 678-431-0945

Fax: N/A

Applicant's Representative for contact regarding abatement request:

Name and Title: Todd Ohlandt / Principal at Avison Young

Mailing Address: 1230 Peachtree St. NE #3400

Telephone: 917-282-1268

Fax: N/A

E-mail: todd.ohlandt@avisonyoung.com

II. PROPERTY AND PROJECT DESCRIPTION

Address and legal description of property to be considered for Tax Abatement/Reinvestment Zone: 4900

Blue Mound Road, Fort Worth, TX 76106 | Legal Desc.: Hobbs Trailers Addition Block 1 Lot 3A

Project Description: Expansion of the existing operation at the 4900 Blue Mound Road facility

Description of activities, products, or services produced and/or provided at project location: Cold Storage

Current Assessed Value: Real Property: \$ 5,437,000 Personal Property: \$ 0

Estimated start date of construction/site improvements: Q4 2024

Projected date of occupancy/commencement of operations at project site: Q4 2026

Please indicate dates for phases if applicable: N/A

Location of existing company facilities: 7 facilities within DFW Metroplex; more than 240 globally

Requested level of Tax Abatement: 50% of eligible property for 7 years.

Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other information to substantiate your request. Given current market conditions, economic incentives (including property tax abatements) were an important factor during the business case justification process.

III. PROJECTED VALUE OF IMPROVEMENTS

Estimated Value of Real Property Improvements \$ 54,400,000

Estimated Value of Personal Property Improvements \$ 53,440,000

Will any infrastructure improvements (roads, drainage, etc.) be requested of Tarrant County for this project?

Yes ☐

No ☒

If yes, describe requested infrastructure improvements: N/A

Detail any direct benefits to Tarrant County as a result of this project (i.e., inventory tax, etc.): 85 well-paying quality jobs and long-term fiscal benefits via future tax revenue streams.

IV. EMPLOYMENT IMPACT AT PROJECT LOCATION

A. NEW EMPLOYMENT

Projected number of new jobs created as a result of the proposed improvements:

Full-time 85 Part-Time N/A

Provide types of jobs created and average salary levels: See "Employment Info" tab in attached spreadsheet

Start date and annual payroll of new permanent positions (if positions to be phased in, provide figures for each phase year): See "Employment Info" tab in attached spreadsheet

Percentage of new jobs too be filled be Tarrant County residents: at least 25%

Number of employees transferring from other company locations: N/A

B. CONSTRUCTION RELATED EMPLOYMENTS

Projected number of construction related jobs: TBD; Range estimates can be provide once a General Contractor has been formally selected

Estimated total construction payroll: TBD; Range estimates can be provide once a General Contractor has been formally selected

Commitment as to percentage of construction dollars to be spent with Tarrant County contractors or subcontractors: TBD; credible commitments cannot be made until a General Contractor has been formally selected and they have assessed what may be realistically achievable based upon skillsets required and cost/availability of local contractors/subcontractors.

Commitment as to percentage & total dollars of construction contracts to be awarded to DBE: TBD; credible commitments cannot be made until a General Contractor has been formally selected and they have assessed what may be realistically achievable based upon skillsets required and cost/availability of DBE certified providers.

C. CURRENT COMPANY/PROJECT LOCATION EMPLOYMENT

Current Number of Employees: Full-time 13 Part-time N/A

Average annual payroll: \$ 632,699

Detail on workforce diversity – percentage breakdown of current employees by gender and ethnicity:

Details to be provided

D. COMPANY SPONSORED HEALTH CARE BENEFITS ARE AVAILABLE

Full-time Employees ☒ Part-time Employees ☐ Employee Dependents ☒ Not Available ☐

Average monthly employee cost for health care benefits: Individual: \$ 59.22 Family: \$ 372.50

Other employee benefits provided or offered: 401K Plan, Employee Stock Purchase Program

V. LOCAL BUSINESS & DISADVANTAGED BUSINESS ENTERPRISES (DBE) IMPACT

Estimated amount of annual supply and services expenses: TBD; we will make intentional efforts to utilize Tarrant County-based and/or DBE certified providers when possible and cost/quality is comparable or better.

Detail any supply/services expenses that are sole source: TBD; we will make intentional efforts to utilize Tarrant County-based and/or DBE certified providers when possible and cost/quality is comparable or better.

Percentage of total supplier/services expenses committed to Tarrant County businesses: TBD; we will make intentional efforts to utilize Tarrant County-based and/or DBE certified providers when possible and cost/quality is comparable or better.

Percentage of total supplier and services expenses committed to DBE: TBD; we will make intentional efforts to utilize Tarrant County-based and/or DBE certified providers when possible and cost/quality is comparable or better.

VI. ENVIRONMENTAL IMPACT OF PROJECT

Indicate if development, construction, equipment, distribution methods, and/or operational processes may impact the environment in the following areas, attach detail if necessary:

Air Quality ☐ Water Quality ☐ Solid Waste Disposal ☐ Storm/Water Runoff ☐
Floodplain/Wetlands ☐ Noise levels ☐ Other (specify) ☐ Environmental Level 1 Study
Available Upon Request

Provide detail on existing and new fleet vehicles, specifying types of vehicles, quantities and fuel used (gasoline, diesel, LP gas, CNG, etc.): See Attachment

VII. ADDITIONAL INFORMATION (TO BE ATTACHED)

- ☐ Letter addressing Economic Qualifications and additional criteria for abatement, Section III (h) and (i) of Tarrant County Tax Abatement Policy
- ☐ Descriptive list and value of real and personal property improvements
- ☐ Plat/Map of Project Location
- ☐ Project Time Schedule
- ☐ Owner's policy regarding use of disadvantaged Business Enterprises
- ☐ Owner's policy addressing regional air quality/non-attainment status (use of alternative fuels, employee trip reduction, etc.) and plan for participation in regional Ozone Action Program

☐ Tax Certificate showing property taxes paid for most recent year

VIII. CERTIFICATION

Upon receipt of a completed application, Tarrant County may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.*

I certify the information contained in this application (including all attachments) to be true and correct to the best of my knowledge. I further certify that I have read the "Tarrant County Tax Abatement Policy" and agree to comply with the guidelines and criteria stated therein.

George E. Palmer

Vice President, Tax

Signature

Title

George E. Palmer

12/2/2024

Printed Name

Date

Return completed application and attachments to:

Please submit this application to:

mpsouth@tarrantcountytexas.gov

For assistance call: (817) 884-1522

* As per Section IV (f) of the Tarrant County Tax Abatement Policy Guidelines and Criteria, this application must be filed prior to commencement of construction or installation of improvements in order to be eligible for County tax abatement.

EXHIBIT "D"

TARRANT COUNTY TAX ABATEMENT POLICY AND GUIDELINES

TARRANT COUNTY TAX ABATEMENT POLICY

TARRANT COUNTY POLICY & PROCEDURES SUMMARY

TARRANT COUNTY POLICY:

Minimum investment - New business: \$5,000,000 Expansion: \$3,000,000.

1. Applicable to new construction and expansions/modernization.
2. Abatement on eligible real and fixed personal property.
 - a) Minimum job requirements include 25 jobs for new business and sustained employment level for existing business expansions.
 - b) Abatement for companies moving within the County; considered if agreeable to both cities.
3. Additional evaluation criteria:
 - a) Environmental impacts of project (company must show intent to participate in regional air quality program educating employees on the Ozone Action Program);
 - b) Diversity of employment base and commitment to a diversified workforce;
 - c) Minimum of 25% of new jobs created filled by Tarrant County residents (includes transferring employees who move to and reside in Tarrant County);
 - d) Use of minimum 15% DBE and 25% Tarrant County contractors in total annual construction/suppliers/services contract costs;
 - e) Provision of health care benefits at rate reasonable to allow access by majority of employees.
4. County approval of a tax abatement applies to both County and Hospital District ad valorem taxes.
5. Value of existing personal property currently on tax rolls will remain taxable and be included in base value, even if it is moved to a new abated location or replaced due to modernization or expansion.

6. Project is ineligible for abatement if the application for County abatement was filed after the commencement of construction, alteration or installation of new improvements.

GENERAL PROCEDURES:

1. Company begins negotiations with City; City makes County aware of request and invites County comments during negotiations. County makes City aware of concerns/changes prior to final action by City.
2. Company makes application to County for participation in abatement. County negotiates additional performance criteria with Company required for County participation.
3. Once an abatement agreement is approved by City, County action to participate at terms specified by City agreement take place with 90 days of the execution date of the municipal abatement agreement.

GUIDELINES AND CRITERIA

I. GENERAL PURPOSE AND OBJECTIVES

As authorized under Chapter 312 of the Texas Tax Code, Tarrant County has established this policy so as to work in concert with other taxing authorities as part of an overall publicly supported incentive program designed to create job opportunities that bring new economic advantages or strengthen the current economic base of our community.

It is the intent of the Commissioners Court to consider approval or denial of any request for tax abatement for projects in unincorporated Tarrant County or participation in any tax abatement agreement agreed to and adopted by an incorporated city, which meets the minimum eligibility criteria as set forth in this policy, following the filing of a formal application for tax abatement from the County. As prescribed by Section 312.206 of the Tax Code, the Commissioners Court may approve participation with a municipality in a tax abatement agreement no later than the 90th day after the date the municipal agreement is executed. Further it is the intent of Tarrant County that the County will not approve nor join an abatement agreement that provides one Tarrant County city a competitive advantage over another Tarrant County city seeking the same project or encourages an applicant to move from one Tarrant County city to another, unless such agreement is agreeable to both such incorporated cities and both parties have indicated their approval in writing to Tarrant County.

In the case where the property is located within a municipality's extraterritorial jurisdiction, the municipality shall be the initiating taxing entity unless expressly deferred to the County. For those areas within Tarrant County that are not located within the boundaries of an incorporated municipality and a municipality has deferred to the County or in unincorporated areas not located in a municipality's extraterritorial jurisdiction, the guidelines and criteria contained in this policy

will be applied by the Commissioners Court when considering the establishment of a reinvestment zone and the adoption of an abatement agreement.

II. DEFINITIONS

- (a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real and/or personal property in a reinvestment zone designated for economic development purposes.
- (b) "Eligible Jurisdiction" means Tarrant County and any municipality, school district, college district, or other entity, which is located in Tarrant County, that levies ad valorem taxes upon and provides services to property located within the proposed or existing reinvestment zone.
- (c) "Agreement" means a contractual agreement between a property owner and/or lessee and an eligible jurisdiction for the purposes of tax abatement.
- (d) "Base Year Value" means the assessed value of the applicant's real and personal property located in a designated reinvestment zone on January 1 of the year of the execution of the agreement, plus the agreed upon value of real and personal property improvements made after January 1, but before the execution of the agreement.
- (e) "Economic Life" means the number of years a property improvement is expected to be in service in a facility.
- (f) "Deferred Maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (g) "Disadvantaged Business Enterprise (DBE)" means:
 - (1) a corporation formed for the purpose of making a profit and at least 51 percent of all classes of the shares of stock or other equitable securities of which are owned by one or more persons who are socially or economically disadvantaged because of their identification as members of certain groups that have been subject to racial or ethnic prejudice or cultural bias without regard to their qualities as individuals or capabilities as a business, and whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged. "DBE" includes the State of Texas definition of historically underutilized businesses (HUBs) as defined in Texas Government Code 407.101 and as it may be updated.
 - (2) a sole proprietorship formed for the purpose of making a profit that is owned, operated, and controlled exclusively by one or more persons described in paragraph (1);

- (3) a partnership that is formed for the purpose of making a profit in which 51 percent of the assets and interest in the partnership is owned by one or more persons described by paragraph (1), and in which minority or women partners have proportionate interest in the control, operation, and management of the partnership affairs.
- (h) "Expansion" means the addition of buildings, structures, fixed machinery and equipment, and fixed personal property for the purposes of increasing production capacity.
- (i) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- (j) "Fixed Machinery and Equipment and/or Personal Property" means tangible machinery, equipment, or personal property that is securely placed or fastened and stationary within a building or structure, or which is movable but remains at and is used solely at the project site.
- (k) "Manufacturing Facility" means buildings and structures, including fixed machinery and equipment, and fixed personal property, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- (l) "Modernization" means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation, and extends the economic life of the facility. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery and equipment, and fixed personal property. It shall not be for the purpose of reconditioning, refurbishing, repairing, or completion of deferred maintenance.
- (m) "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (n) "Other Basic Industry" means buildings and structures including fixed machinery and equipment, and fixed personal property not elsewhere described, used or to be used for the production of products or services which primarily serve a market outside Tarrant County [or the Fort Worth Consolidated Metropolitan Statistical Area] and result in the creation of new permanent jobs and bring new wealth in to Tarrant County.
- (o) "Regional Distribution Center Facility" means building and structures, including fixed machinery and equipment, and fixed personal property, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility operator.

- (p) "Non-Manufacturing Facilities" means buildings and structures, used to service and/or house individuals on a permanent or temporary basis.
- (q) "Regional Service Facility" means building and structures, including fixed machinery and equipment, and fixed personal property, used or to be used to service goods.
- (r) "Reinvestment Zone" is an area designated as such for the purpose of tax abatement as authorized by Chapter 312 of the Texas Tax Code.
- (s) "Regional Entertainment Facility" means buildings and structures, including machinery and equipment, used or to be used to provide entertainment through the admission of the general public where the majority of the users reside at least 100 miles from its location in the County.
- (t) "Regional Retail Facility" means buildings and structures including fixed machinery and equipment used or to be used to provide retail services from which a large portion of the revenues generated by the activity at the facility are derived from users outside the County.
- (u) "Research Facility" means building and structures, including fixed machinery and equipment, and fixed personal property, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

III. ABATEMENT AUTHORIZED

- (a) Authorized Facility. A facility may be eligible for abatement if it is a Manufacturing Facility, a Research Facility, a Regional Distribution Center Facility, A Regional Service Facility, a Regional Entertainment Facility, Regional Retail Facility, a Non-Manufacturing Facility, or Other Basic Industry as defined. The economic life of a facility and any improvements must exceed the life of the abatement agreement.
- (b) Creation of New Value. Abatement may be only granted for the additional value of eligible property improvements made subsequent to and listed in an abatement agreement between the County and the property owner and lessee, subject to such limitations as Commissioners Court may require.
- (c) New and Existing Facilities. Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- (d) Eligible Property. Abatement may be extended to the value above the Base Year Value of buildings, structures, fixed machinery and equipment, fixed personal property, and site improvements plus that office space and related fixed improvements necessary to the operation and administration of the facility.

- (e) Ineligible Property. The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings, and other forms of movable personal property; vehicles; vessels; private aircraft; deferred maintenance investments; property to be rented or leased except as provided in Section 3 (f); also, any property included in the calculation of base year value as defined.
- (f) Owned/Leased Facilities. If a leased facility is granted abatement the agreement shall be executed with the lessor and the lessee.
- (g) Value and Term of Abatement. Abatement shall be granted effective with the execution of the agreement. The value of the abatement will be determined based on the merits of the project, including, but not limited to, total capital investment value and added employment. Up to one hundred percent of the value of new eligible properties may be abated for a total term of abatement not to exceed ten years. However, a project must provide an extraordinary economic benefit to the County to be considered for a one hundred percent abatement.
- (h) Economic Qualification. In order to be eligible for designation as a County reinvestment zone and/or receive County tax abatement, the planned improvement:
 - (1) for new businesses, must be reasonably expected to produce a minimum added value of Five Million Dollars (\$5,000,000) in real and personal property to Tarrant County and create and sustain a minimum of 25 new full-time jobs.
 - (2) for expansions or modernizations of existing businesses, must be reasonably expected to produce a minimum added value of Three Million Dollars (\$3,000,000) in real and personal property improvements to Tarrant County, and sustain existing employment levels.
 - (3) must not be expected to solely or primarily have the effect of transferring employment from one part of Tarrant County to another without a majority vote of approval from the Commissioners Court.
 - (4) must be necessary for expansion and/or modernization because the capacity cannot be provided efficiently utilizing existing improved property when reasonable allowance is made for necessary improvements.
 - (5) the above investment and employment minimums may be waived at the discretion of the Commissioners Court for projects located in Federal or State designated Enterprise Zones.
- (i) Additional Criteria For Abatement. To be eligible for abatement, the project must be expected to meet the specific goals and requirements as noted below. If a company is unable to meet the minimum requirements of this section, a variance must be

requested with a detailed explanation as to the circumstances that preclude the company from meeting the minimum requirements.

- (1) Use of DBE and Tarrant County Businesses. The project must provide for the utilization of Disadvantaged Business Enterprises for a minimum of 15% of the total costs for construction contracts and annual supply and service contracts. Additionally, the project must provide for the utilization of Tarrant County businesses for a minimum of 25% of the total costs for construction contracts and annual supply and services contracts.
 - (2) Tarrant County Employment. The company must hire Tarrant County residents for a minimum of 25% of the new full time jobs to be created by the project. Residents, for the purpose of this policy, are those employees who reside in Tarrant County, whether through relocation or existing residency.
 - (3) Environmental Impacts. Environmental impact information must be provided, noting any anticipated impacts of the project on the environment, 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, the company's plan for participation in the region's Ozone Action Program, and a report of employer assistance in encouraging alternative commute programs and employee trip reductions. For companies new to the region, the above policies and plan must be completed and presented within the first year of the abatement.
 - (4) Employee Benefits. The company must offer a health benefit plan 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. For additional consideration, the company may provide information on other employee benefits provided, such as retirement/pension programs and subsidies for education, job-training, transportation assistance and child/elderly care.
- (j) Taxability. From the execution of the abatement to the end of the agreement period taxes shall be payable as follows:
- (1) The value of ineligible property as provided in Section III (e) shall be fully taxable;
 - (2) The base year value of existing eligible property shall be fully taxable, as well as the value of any existing personal property currently on the tax rolls in Tarrant County that is either moved to a new abated location or is replaced due to modernization or expansion.

- (3) The additional value of new eligible property shall be taxable in the manner and for the period provided for in the abatement agreement, subject to the terms described in Section III (g); and
- (4) The additional value of new eligible property shall be fully taxable at the end of the abatement period.

IV. APPLICATION

- (a) Download a copy of the Tax Abatement Application
- (b) Any present or potential owner of taxable property in Tarrant County may request the creation of a reinvestment zone and/or tax abatement by filing a written request with the County Judge.
- (c) The application shall consist of a completed application form including, but not limited to: a general description of the new improvements to be undertaken; a descriptive list of the improvements for which an abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property description; a time schedule for undertaking and completing the proposed improvements; employment and contract information; the location of existing company locations in Tarrant County and the surrounding counties and the expected number of transferring employees; details of the environmental impacts of the project, and employee benefit information. In the case of modernization a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The County may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors pertaining to the applicant, to be attached to the application.
- (d) All applications for creation of reinvestment zones or abatements shall incorporate a feasibility study estimating the economic effect of the proposed reinvestment zone and tax abatement on Tarrant County, other eligible participating jurisdictions, and the applicant.
- (e) Upon receipt of a completed application for creation of a reinvestment zone, the County Judge shall notify in writing and provide a copy of the application to the presiding officer of the governing body of each eligible jurisdiction.
- (f) Upon receipt of a completed application and/or request to participate with a municipality in an abatement agreement, Tarrant County Administrator's Office must review and provide recommendation to the Commissioners Court within 30 days and before the public hearing.
- (g) The County shall not establish a reinvestment zone, nor participate in an abatement, if it finds that the application for County reinvestment zone/tax abatement was filed

after the commencement of construction, alteration, or installation of improvements related to the proposed modernization, expansion or new facility.

- (h) Variance. Request for variance from the provisions of this policy must be made in written form to the County Judge and submitted with the application for abatement, provided, however, the total duration of an abatement shall in no instance exceed ten years. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Request for variance must be approved by a majority vote of the Commissioners Court.

V. PUBLIC HEARINGS AND APPROVAL

- (a) For projects in unincorporated Tarrant County, the Commissioners Court may not adopt a resolution designating a County reinvestment zone until it has held a public hearing at which interested persons are entitled to speak and present evidence for or against the designation. Notice of the hearing shall be clearly identified on the Commissioners Court agenda at least 30 days prior to the hearing. The presiding officers of eligible jurisdictions shall be notified in writing at least 15 days prior to the hearing.
- (b) Prior to entering into a tax abatement agreement the Commissioners Court may, at its option, hold a public hearing at which interested persons shall be entitled to speak and present written materials for or against the approval of the tax abatement agreement.
- (c) In order to enter into a tax abatement agreement, the Commissioners Court must find that the terms of the proposed agreement meet these Guidelines and Criteria and that:
 - (1) there will be no substantial adverse affect on the provision of the jurisdiction's service or tax base: and
 - (2) the planned use of the property will not constitute a hazard to public safety, health or morals.
- (d) Any application requesting a variance under Section IV (g) shall be approved by a majority vote of the Commissioners Court. No application which deviates from the requirements of these Guidelines and Criteria shall be approved unless accompanied by a request for variance as provided under Section IV (g).

VI. AGREEMENT

- (a) After approval the County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee as required. The Court Order shall include:
 - (1) estimated value of real and personal property to be abated and the base year value;

- (2) percent of value to be abated each year as provided in Section III (g);
- (3) the commencement date and the termination date of abatement;
- (4) the proposed use of the facility; nature of construction, time schedule, map, property description and improvement list as provide in Section IV (b);
- (5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections III (a), III (e), III (g) VII, VIII, and IX, or other provisions that may be required for uniformity or by state law, and;
- (6) a statement of the facility owner's policy regarding Disadvantaged Business Enterprises (DBEs), and the estimated dollar amount and percentage of total contracts to be awarded to DBEs for construction, professional services, purchases of equipment and supplies and other services required for the abated improvements;
- (7) amount of investment and average number of jobs involved; and
- (8) an assessment of the environmental impacts of the project, including a statement of the owner's policy addressing regional air quality and information on the use of alternative fuels in fleet vehicles.
- (9) a statement indicating the provision of a health care benefit plan for employees and dependents.

Such agreement shall normally be executed within 60 days after the applicant has forwarded all necessary information and documentation to the County.

(b) Participation in tax abatement agreements with municipalities requires additional information to be included in the Court Order approving the agreement, as follows:

- (1) a copy of the agreement between the applicant and municipality shall be attached and made apart of the Court Order for all purposes;
- (2) authorization for the County Judge to execute a signatory page on behalf of the Commissioners Court which shall be attached and made part of the original agreement.

VII. RECAPTURE

Commissioners Court reserves the right to review compliance for full or partial recapture in the event that the applicant fails to perform in "good faith." If a project is not completed as specified in the tax abatement agreement, the County has the right to cancel the abatement agreement and abated taxes shall become due to the County and other affected taxing units as provided by law.

If any of the provisions contained in the tax abatement agreement, i.e., employment, amount of investment, etc., are not met, the County shall have the right to reduce or cancel the abatement agreement. If a project granted a tax abatement ceases to operate or is no longer in conformance with the tax abatement agreement, the agreement shall not be in effect for the period of time during which the project is not operating or is not in conformance.

VIII. ADMINISTRATION

- (a) The Chief Appraiser of the County shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for the abatement. Once value has been established, the chief Appraiser shall notify the affected jurisdictions which levies taxes of the amount of the assessment.
- (b) The agreement shall stipulate that employees and/or designated representatives of the County will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.
- (c) Upon completion of construction the County and/or the jurisdiction creating the reinvestment zone shall annually (or at such other times as deemed appropriate by the Commissioners Court) evaluate each facility receiving abatement to ensure compliance with the agreement and report possible violations to the contract and agreement to the Commissioners Court and the District Attorney. On or before April 30th of every year during the life of the abatement agreement, the company or individual receiving the abatement shall complete and file a Tax Abatement Evaluation Report, along with other required written documentation, detailing and certifying the abatement recipient's compliance with the terms of the abatement agreement. Failure to provide information requested in the compliance evaluation by the prescribed deadline may result in taxes abated in the prior year being due and payable. The company or individual receiving a tax abatement shall provide information to the County for the evaluation which shall include, but not be limited to, the following:
 - (1) the number and dollar amounts of all construction contracts and subcontracts awarded on the project;
 - (2) the total number of employees of the company, their gross salaries, and the number of employees residing in Tarrant County and their gross salaries, reported in job classifications appropriate to the employee;

- (3) the gross dollars spent on supplier and professional service contracts, indicating the amounts by contract awarded and performed by Tarrant County business and individuals;
- (4) the dollar amount of contracts awarded to Disadvantaged Business Enterprises;
- (5) detail of actions taken to mitigate any adverse environmental impacts of the project, if applicable; and
- (6) should the dollars, percentages, or actions not meet the original or modified requirements of the abatement agreement, a statement shall be provided explaining the reason for the failure to meet the requirements and a recommended course of rectification.

IX. ASSIGNMENT

Tax abatement agreements may be assigned to a new owner or lessee of the facility with the written consent of the Commissioners Court, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the agreement. Any assignment of a tax abatement agreement shall be to an entity that contemplates the same improvements or repairs to the property, except to the extent such improvements or repairs have been completed. No assignment shall be approved if the assignor or the assignee are indebted to the County for ad valorem taxes or other obligations.

X. SUNSET PROVISION

These Guidelines and Criteria are effective on January 1 of the year following the date of their adoption and will remain in force for two years, at which time all reinvestment zones and tax abatement contracts created pursuant to its provisions will be reviewed by the County to determine whether the goals have been achieved. Based on that review, the guidelines and Criteria will be modified, renewed or eliminated. These Guidelines and Criteria may be amended by Commissioners Court at any time during their effective period.

EXHIBIT "E"

TAX ABATEMENT EVALUATION REPORT



Tarrant County Annual Tax Abatement Evaluation Report

Reporting Period: January 1, "[Response]" to December 31, "[Response]"

I. PROJECT INFORMATION

Property Owner: "[Response]"

Company/Project Name: "[Response]"

Project Contact: "[Response]" Title: "[Response]"

Telephone: "[Response]" Fax: "[Response]" E-mail: "[Response]"

Property Owner Address: "[Response]"

Company Address (if different): "[Response]"

Address of Property Subject to Abatement: "[Response]"

Has construction/installation of planned improvements commenced? Yes ☐ No ☐

If Yes, on what date? "[Response]"

If No, please explain. "[Response]"

Has construction/installation of planned improvements been completed? Yes ☐ No ☐

If Yes, on what date? "[Response]"

If No, please estimate completion date *and* attach a current time schedule for the project:

"[Response]"

Date on which *Certificate of Occupancy* was received: "[Response]"

II. INVESTMENT / VALUATION

REAL PROPERTY

Current Year Appraised Value – Land: \$"[Response]"

Current Year Appraised Value – Improvements: \$"[Response]"

Construction Costs Incurred This Reporting Period: \$"[Response]"

Appraised Value of Improvements Added This Period: \$"[Response]"

PERSONAL PROPERTY

Current Year Appraised Value – Machinery, Equipment, and Other Business Personal Property: \$
"[Response]"

New Machinery and Equipment Costs Incurred During Period: \$"[Response]"

Current Year Appraised Value Inventory and Supplies: \$"[Response]"

Appraised Value of Machinery, Equipment, and Other Business Personal Property Added This Period:
\$"[Response]"

Percentage/Amount of Inventory Subject to Other Exemptions (i.e., Freeport/Foreign Trade Zone):

"[Response]" %

III. JOB CREATION / RETENTION

Total Current Employees at End of Reporting Period: Full-time "[Response]" Part-time "[Response]"

Number of Current Employees Residing in Tarrant County: "[Response]"

Number of New Employees Added During Reporting Period: Full-time "[Response]" Part-time "[Response]"

Number of New Employees Added Since Abatement Agreement: Full-time "[Response]" Part-time "[Response]"

Current Workforce Diversity Percentages:

Gender: Male "[Response]" % Female "[Response]" %

Ethnicity: Caucasian "[Response]" % Asian "[Response]" % African American "[Response]" %

Hispanic "[Response]" % Other "[Response]" %

Annual Payroll During Reporting Period: \$"[Response]"

Average Salary During Reporting Period: \$"[Response]"

IV. CONSTRUCTION / SUPPLIER / SERVICES CONTRACTS

CONSTRUCTION:

Construction Dollars Spent This Reporting Period: \$"[Response]"

Percent Construction Dollars Spent With Tarrant County Contractors: "[Response]" %

Number of Construction Related Jobs This Period: "[Response]"

Total Construction Payroll This Period: \$"[Response]"

AWARDS TO DISADVANTAGED BUSINESS ENTERPRISES (DBE):

Total Dollars of Construction Contracts to DBE: \$"[Response]"

Percent of Total Construction Contracts to DBE: "[Response]" %

SUPPLIER / SERVICES:

Total Number Supplier/Services Contracts This Period: "[Response]"

Total Dollars Supplier/Services Contracts This Period: \$"[Response]"

Percent Awarded to Tarrant County Businesses: "[Response]" %

Percent Contract Dollars Awarded to Tarrant County Businesses: "[Response]" %

Percent Awarded to DBE: "[Response]" %

Percent Contract Dollars Awarded to DBE: "[Response]" %

V. EMPLOYEE AND ENVIRONMENTAL FACTORS

Company Sponsored Health Care Benefits Are Available To (check all that apply):

Full-time ☐

Part-time ☐

No Employees ☐

Number of Employees Enrolled in Health Care Plan at End of Period: "[Response]"

Name of Health Care/Insurance Provider: "[Response]"

Average Percentage of Monthly Health Insurance Premiums Paid by Company: "[Response]" %

Average Monthly Employee Cost for Health Care Benefits: Individual: \$"[Response]" Family: \$"[Response]"

List Other Company Benefits Provided (i.e., life insurance, pension plan, childcare, etc.): "[Response]"

Does Your Company Participate in The North Texas Clean Air Coalition Ozone Action Program?

Yes ☐

No ☐

If Yes, Please Attach Information on Company Program Initiatives.

Does your company encourage, facilitate, and/or provide subsidies/initiatives for alternative commute options (i.e., bus, vanpools, carpools, telecommuting, etc.)? Yes ☐ No ☐

If Yes, Please Describe: "[Response]"

Number of Fleet Vehicles Purchased This Period: "[Response]"

Describe Use of Vehicles: "[Response]"

Number of New Vehicles Per Type of Fuels Used:

Gasoline "[Response]"

Diesel "[Response]"

LPG "[Response]"

CNG "[Response]"

Electric "[Response]"

Other "[Response]"

Number of Gasoline Vehicles Rated as LEV (Low Emission Vehicles): "[Response]"

VI. ADDITIONAL INFORMATION (TO BE ATTACHED)

☐ Copy of Personal Property List Rendered to the Tarrant Appraisal District

☐ Brief Narrative Highlighting The Progress And Status of the Project

☐ If Applicable, a Statement Addressing Any Failure to Meet Requirements of the Tax Abatement Agreement and a Plan for Rectification

VII. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of the tax abatement agreement with Tarrant County.

Name of Certifying Officer

Title

Phone

email

Signature of Certifying Officer

Date

In order to remain eligible for the abatement of Tarrant County and Tarrant County Hospital District property taxes, you must return the completed report by April 30th to:

Ms. Maegan South
G.K. Maenius Administration Building
100 E. Weatherford Street, Suite 404
Fort Worth, Texas 76196-0609
mpsouth@tarrantcountytexas.gov

For assistance call: (817) 884-1522



RESOLUTION

PARTICIPATION IN TAX ABATEMENT FOR AMERICOLD REALTY TRUST, INC., ART MORTGAGE BORROWER PROPCO 2015-5, LLC, FORT WORTH, TEXAS

WHEREAS, AMERICOLD REALTY TRUST, INC., ART MORTGAGE BORROWER PROPCO 2015-5, LLC a Delaware limited liability company, acting by and through its authorized officers (hereafter referred to as "Company"), owns approximately 22 acres at 4900 Blue Mound Road, upon which it operates a temperature-controlled warehousing and logistics facility of which Company plans to expand and is more particularly described in the Tax Abatement Agreement attached hereto and incorporated herein by reference ("Real Property"); and

WHEREAS, the Real Property is located within Tarrant County (the "County"), a political subdivision of the State of Texas, which Real Property is located within the City of Fort Worth; and

WHEREAS, the Real Property and all improvements and tangible personal property thereon, whether now existing or hereinafter to be constructed or installed, are subject to ad valorem taxation by the City of Fort Worth and the County; and

WHEREAS, the City Council of the City of Fort Worth has adopted Ordinance No. 27223-10-2024 establishing Tax Abatement Reinvestment Zone No. 112, City of Fort Worth, and has approved and executed a Tax Abatement Agreement as it relates to improvements made on the Real Property; and

WHEREAS, the Tax Abatement Agreement (the "Agreement") between Tarrant County and Company, provides for the construction and installation of certain improvements at an estimated cost of \$123,000,000.00 to be completed by December 31, 2027; and

WHEREAS, the Agreement with the Company for fifty percent (50%) tax abatement for seven (7) years is conditioned upon specific real and personal property improvements, continued operation of the facility and the addition of new jobs; and

WHEREAS, the Commissioners Court has been requested by the Company to take the steps required pursuant to the Code to permit tax abatement with respect to that portion of the Real Property and the improvements thereon which are subject to the taxing jurisdiction of the County, and has further requested that the County enter in the Agreement; and

WHEREAS, the County has approved the Tarrant County Tax Abatement Policy

Statement Guidelines and Criteria for granting tax abatement in reinvestment zones in Tarrant County.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
by the Commissioners Court of Tarrant County, Texas:

1. That all recitals set forth in the preamble are hereby found to be true and correct.
2. That the Commissioners Court shall have prudently reviewed each tax abatement agreement approved by a municipality having taxing jurisdiction with respect to property located in the County and within a reinvestment zone designated by such municipality or the state; and according to the here adopted guidelines and criteria for tax abatement of the County, shall prudently review and consider each proposed County tax abatement agreement providing participation in tax abatement with a municipality; and shall, solely at its discretion, approve those tax abatement agreements that it finds meet all constitutional and statutory criteria and requirements, and which it finds to be in the best interest of the taxpayers and citizens of the County; and
3. That the Commissioners Court hereby finds that the terms and conditions of the Agreement substantially meet its guidelines and criteria; that the Agreement for the abatement of certain Tarrant County taxes be and is hereby approved; that the County and its Commissioners Court hereby agree to enter into the Agreements as a party thereto; and the County Judge of the County be and is hereby authorized and directed to execute and deliver said Agreement on behalf of the County and its Commissioners Court, substantially in the form attached hereto, and carry out the terms thereof at the appropriate time(s).

PASSED AND APPROVED, IN OPEN COURT, this ____ day of March 2025, through Court Order No. _____.

Tim O'Hare, County Judge

Roderick Miles
Commissioner, Precinct 1

Alisa Simmons
Commissioner, Precinct 2

Matt Krause
Commissioner, Precinct 3

Manny R. Ramirez
Commissioner, Precinct 4