

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**TAX ABATEMENT AGREEMENT BETWEEN
FORT BEND COUNTY DRAINAGE DISTRICT,
DAILY FOUNTAIN GATE, LTD. AND DAILY INSTRUMENTS CORP.**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY DRAINAGE DISTRICT, TEXAS**, hereinafter referred to as "County," acting by and through its Board of Directors and **DAILY FOUNTAIN GATE, LTD.** owner of the tract of land and improvements located within the City of Stafford, Texas Reinvestment Zone No. 25. hereinafter referred to as "Owner," and **DAILY INSTRUMENTS CORP.** hereinafter referred to as "Lessee," owner of the eligible property located within the tract of land located within the City of Stafford, Texas Reinvestment Zone No. 25.

1. **Authorization:**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;
- b. The Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, were approved by the Fort Bend County Drainage District on February 24, 2015. District has determined that the request for Tax Abatement presented by Owner and Lessee conforms to the criteria established in the Guidelines for Tax Abatement.
- c. No official of District has an interest in the property subject to this Agreement.

2. **Definition:**

As used in this Agreement, the following terms shall have the meanings set forth below:

- a. The "Certified Appraised Value or Value" means the value certified as of January 1 of each year of this Agreement regarding the property within City of Stafford, Texas Reinvestment Zone No. 25 by the FBCAD.
- b. "Real Property" means the approximate 6.93 acre tract of land described in Exhibit "B" attached hereto and incorporated herein for all purposes, and all improvements currently located thereon, which tract of land is located within the Reinvestment Zone No. 25.
- c. "Improvements" means a new building to be used for office, manufacturing, and distribution facility located in City of Stafford, Texas Reinvestment Zone No. 25 containing at least 124,759 square feet of floor space, and the interior improvements to such office, manufacturing, distribution and warehousing building and any sidewalks, parking lots,

outdoor lighting, landscaping and other improvements to serve the building, all as shown in Exhibit C, attached to and incorporated into this Agreement by reference.

- d. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in the City of Stafford, Texas Reinvestment Zone No. 25 designated for economic development purposes.
- e. "Ineligible Property" means real property, existing improvements, tangible personal property that the FBCAD classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the execution date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.
- f. "Eligible Personal Property" in the context of this Agreement means Equipment & Machinery.
- g. "Owner" means Daily Fountain Gate, Ltd. or other person or entity to which this Agreement is assigned, with prior approval of the Fort Bend Drainage District Board of Directors.
- h. "Lessee" means Daily Instruments Corp., the lessee of the real property and Improvements from Owner and owner of the Eligible Personal Property subject to this Agreement.
- i. "County" means the County of Fort Bend, Texas.
- j. "FBCAD" means Fort Bend Central Appraisal District.

3. Subject Property:

- a. City of Stafford, Texas Reinvestment Zone No. 25. is an area located in Fort Bend County, Texas, being legally described in Exhibit A attached hereto and incorporated herein for all purposes.
- b. The FBCAD has established the base year values for the subject property as of January 1, 2015.

4. Responsibility of Owner and Lessee:

In consideration of receiving the tax abatement granted herein, Owner and Lessee represent and agree:

- a. That construction of the Improvements will commence without delay.
- b. That construction of the Improvements shall be completed on or before March 31, 2017. That Owner shall provide the District's Tax Assessor/Collector a certified statement evidencing a minimum of \$10,000,000.00 in project costs with respect to the design and construction of the Improvements within sixty (60) days after completion of the Improvements.
- c. That Owner shall provide the District's Tax Assessor/Collector with a copy of the Certificate of Occupancy for the Improvements on or before March 31, 2017. Owner's failure to present a copy of the Certificate of Occupancy to District may result in a forfeiture of the tax abatement of tax year 2018.

- d. That the Certified Appraised Value of the Improvements on January 1, 2018, and on each and every January 1 thereafter during the term of this Agreement must not be less than \$10,000,000.00. Owner may from time to time during the term of this Agreement install additional improvements, and modify, remove or replace improvements as Owner may determine in their discretion. Failure to meet the requirements of this section will invalidate the tax abatement for the year this requirement was not satisfied.
- e. Lessee will create at least one hundred fifty (150) new full-time persons employed by December 31, 2017 and continuously thereafter through the remaining term of this Agreement. Failure to meet the requirements of this section will invalidate the tax abatement for that year.
- f. Lessee shall annually furnish District with only those payroll records allowed by law and necessary for District to confirm Lessee's compliance with this Agreement (e.g. number of employees is appropriate; payroll dollars, taxes, benefits, and bonuses are not appropriate).
- g. That either Owner or Lessee will participate in the continuing economic development process in Fort Bend County by becoming a Regular Member (\$2,000/yr. dues) of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.
- h. OWNER AND LESSEE SHALL BE RESPONSIBLE FOR NOTIFYING THE FBCAD OF THE ABATEMENT, INCLUDING FILING WITH THE FBCAD ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.
- i. OWNER AND LESSEE SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD, TRANSFERRED OR ASSIGNED. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY ASSIGNMENT IS NOT EFFECTIVE UNTIL APPROVED IN WRITING BY DISTRICT.
- j. That Owner and Lessee have, as of the effective date of this Agreement, the financial resources to implement the above representations.
- k. That Owner shall ensure that taxes on all property owed in Fort Bend County are current. Delinquent taxes for any Fort Bend County Property is a default of Owner's obligations and will be grounds for termination regardless of whether the delinquent property is subject to an abatement.

5. Value and Term of Abatement:

- a. This Agreement shall be effective on the date executed by all Parties and shall terminate (unless earlier terminated in accordance with the terms hereof) on December 31, 2027. In no event shall this Agreement extend beyond December 31, 2027.
- b. In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements.
- c. Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted

and allowed hereunder a property tax abatement for the following years and in the following amounts on the value of the Improvements and Eligible Personal Property:

Tax Year	Percentage Abatement
2018	50%
2019	50%
2020	50%
2021	50%
2022	50%
2023	50%
2024	50%
2025	50%
2026	50%
2027	50%

- 1) The abatement granted shall not apply to the value of the Real Property, increases in the value of the Real Property, Ineligible Property, inventory or supplies.
- 2) All Eligible Property shall be placed and/or installed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Eligible Property is placed and/or installed.
- 3) The FBCAD's determination of values shall be used to determine the value of the property subject to this Agreement. If Owner protests the FBCAD's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
- 4) On or before September 1 of each year of this Agreement, Owner shall certify in writing to the District Tax Assessor/Collector Owner's compliance with each term of this Agreement.
- 5) Owner or Lessee may terminate this Agreement with thirty (30) days written notification to the District. Owner shall not be entitled to a tax abatement for the year in which such termination is made. If taxes for the year of termination have been abated, the Owner and Lessee shall, with such notice, make payment to the District of any abated taxes for the year of termination with appropriate interest and penalty.

6. Taxability:

During the period that this tax abatement is effective, taxes shall be payable by the Owner as follows:

- a. The value of Improvements and the Eligible Personal Property shall be fully taxable, including inventory, and
- b. The value of existing improvements, if any, and existing Eligible Property shall be determined in the base year by the FBCAD.

7. Event of Default:

- a. District may declare Owner and Lessee in default of this Agreement if: (1) Owner or Lessee fails to comply with any term of this Agreement or (2) Owner allows District ad valorem taxes on any property owned in Fort Bend County to become delinquent, even if the delinquent taxes are for a property not subject to an abatement or (3) Owner ceases operations on

the Real Property for a continuous period of one hundred eighty (180) days before the expiration of the term of the Abatement without the prior written consent of the District, except that in the event of (i) a temporary shutdown of the facility, with assurance of the resumption of operations, for the purpose of facility modification, expansion, improvement, retooling or similar purpose, (ii) the facility is being actively marketed, the District shall not unreasonably withhold consent to a reasonable extension to such period to permit the sale of the facility to another operator, (iii) the closure of the facility pending settlement of insurance, casualty or condemnation claims or (iv) the closure of the facility due to inadequate or unacceptable raw water supply shall not constitute a vacating of or a cessation of operations on the Real Property under this Section 7(a)(3). Such exceptions are subject to further extension for force majeure as defined in Section 11 herein.

- b. District shall notify Owner and Lessee of any default in writing specifying the default. Owner or Lessee shall have sixty (60) days from the date of the notice to cure any default. If Owner or Lessee fails to cure the default within ninety (90) days from receipt of notice, District may terminate this Agreement by written notice.
- c. If this Agreement is terminated by District, as District's sole and exclusive remedy, Owner and Lessee agree that they are liable for and will pay to District within thirty (30) days of the termination of this Agreement:
 - i. The amount of all taxes abated during the term of this Agreement; and
 - ii. Interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes.
 - iii. Penalties on the amount abated in the year of default, at the rate provided for in the Texas Tax Code for delinquent taxes.
- d. District shall have a lien against the Owner's real property and Improvements and the Lessee's Eligible Personal Property for the taxes and interest owed because of the recapture of taxes under this paragraph during the time period beginning on the date such payment obligation accrues and continuing until the date is paid.
- e. This paragraph is required by Chapter 2264, TEXAS GOVERNMENT CODE and governs over any conflicting provisions of this Agreement. Owner and Lessee are prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, TEXAS GOVERNMENT CODE. If Owner or Lessee is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction shall be considered default of this Agreement, from which no cure provisions shall apply. In such event, District shall provide written notice to Owner and Lessee of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from District to Owner and Lessee. In the event of termination under this paragraph, Owner or Lessee shall repay to District the amount of all property taxes abated under this Agreement, plus interest on the abated amount at the rate provided for in the TEXAS TAX CODE for delinquent taxes.

8. Administration and Inspection

- a. This Agreement shall be administered on behalf of the District Tax Assessor/Collector or her designee. Owner and Lessee shall allow employees or other representatives of District who have been designated by the Tax Assessor/Collector to have access to the Real Property (during normal business hours) during the term of the Agreement. All regular inspections shall be made only after two (2) business days prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction or operation of the facility. A representative of Owner or Lessee may accompany the inspector. District shall cause each of its employees and representatives who conduct such inspections to abide by all of Owner's or Lessee's security, safety and operational rules (as the same may be amended from time to time), copies of which have been made available to District.
- b. Upon completion of the placement and/or installation of the Eligible Property, District shall annually evaluate the Improvements and any Eligible Property to ensure compliance with the terms and provisions of this Agreement and shall report potential defaults to the Owner.
- c. The Chief Appraiser of the FBCAD shall annually determine (1) the taxable value under the terms of this abatement of the Improvements, and any Eligible Property located on the Real Property and (2) the full taxable value without abatement of the Real Property, the Improvements, and any Eligible Property located on the Real Property. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture of abated taxes.
- d. Owner and Lessee shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the Texas Tax Code, including payroll records, as may be necessary for the administration of the this Agreement. Such information, including payroll records, shall also be provided annually to the District Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement. It is agreed that payroll records will not contain employee specific information in terms of names, employee identification numbers or social security numbers.

9. Assignment

- a. Owner may not assign this Agreement without prior written consent of District. No assignment shall be effective or approved if District has declared a default hereunder which has not been cured or the assignee is delinquent in the payment of any ad valorem taxes owed to District. Approval shall not be unreasonably withheld.
- b. Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of the original Agreement only.

- c. Owner shall provide notice to District within ninety (90) days of any sale or assignment of the Real Property subject to this Agreement.

10. Indemnity

It is understood and agreed between the parties that Owner, in performing obligations hereunder, is acting independently, and District assumes no responsibilities or liabilities in connection therewith to third parties. **OWNER AND LESSEE AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS DISTRICT AND THE FBCAD FROM ANY AND ALL NON-OWNER CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER'S BREACH OF ITS OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF RESPONSIBILITIES AND LIABILITIES RESULTING FROM THE FAULT OR NEGLIGENCE OF DISTRICT OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO DISTRICT'S, THE DISTRICT'S OR THEIR REPRESENTATIVES' INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY DISTRICT IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLELY BY OWNER. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT DISTRICT FROM INCURRING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND OWNER SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.**

11. Force Majeure:

If by reason of force majeure, Owner or Lessee is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to District in writing within thirty (30) calendar days after Owner or Lessee first becomes aware or should have become aware of the occurrence relied upon. By doing so, the obligation of Owner and Lessee, to the extent and for the period of time affected by the force majeure, shall be suspended. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall include, but not be limited to acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure or lack of capacity of the wastewater system or water supply system; or any other cause not reasonably within the control of the Owner and Lessee.

12. Drainage District Board Approval:

This Agreement is conditioned entirely upon the approval of the District by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Drainage District.

13. **Compliance with State and Local Regulations:**

This Agreement shall not be construed to alter or affect the obligations of Owner and Lessee to comply with any city ordinance or federal or state law or regulation.

14. **Changes in Laws/Vested Rights:**

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement, but only the extent required by law to be enforceable and after giving Owner all vesting, non-conforming and/or "grandfather" rights, contained in and applicable to this Agreement and allowed by law.

15. **Miscellaneous:**

- a. This Agreement and the rights and obligations of each party shall be construed and enforced under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- b. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- d. Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

16. **Notices**

- a. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been hand delivered or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and certified, return receipt requested, in a United States Post Office, addressed to the Parties at the mailing addresses as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail.
- b. Unless otherwise provided in this Agreement, all notices shall be delivered to the Parties at the following addresses:

To the **Tax Assessor/Collector:** **The Honorable Patsy Schultz**
District Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77469

To **District:** **Fort Bend County Drainage District**
401 Jackson
Richmond, Texas 77469
Attention: County Judge

Copy to: **Fort Bend County Attorney**
401 Jackson
Richmond, Texas 77469

To Owner: **Daily Fountain Gate, LTD**
5700 Hartsdale Drive
Houston TX 77036

To Lessee: **Daily Instruments Corp.**
5700 Hartsdale Drive
Houston TX 77036

- c. Any party may designate a different address by giving the other parties ten (10) days prior written notice thereof. Failure of Owner or Lessee to provide District Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.


17. Entire Agreement

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. This Agreement shall inure to the benefit of and be binding upon the parties hereto and each of their respective Exhibit A: City of Stafford, Texas Reinvestment Zone No. 25, Exhibit B - Legal description of Real Property and Exhibit C: ECONOMIC IMPACT STATEMENT SUBMITTED BY DAILY INSTRUMENTS CORPORATION ON BEHALF OF DAILY THERMETRICS CORPORATION; all of which are made part of this Agreement.

18. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Parties as of the dates below stated. Owner and Lessee warrant and represent that the individuals executing this agreement on their behalf have full authority to execute this Agreement and bind them to the same.

“DISTRICT:”
FORT BEND COUNTY DRAINAGE DISTRICT

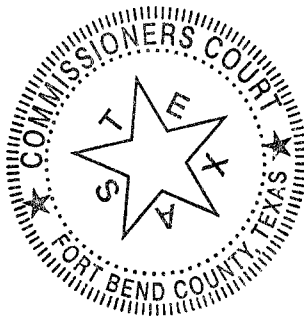
By: 
Robert E. Hebert, County Judge

Date: 10-13-2015

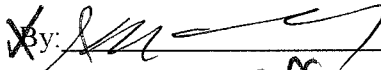
ATTEST:

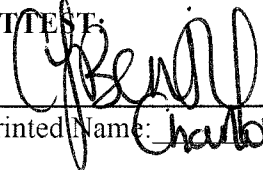


Laura Richard, County Clerk

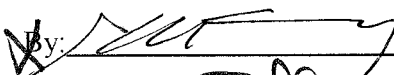


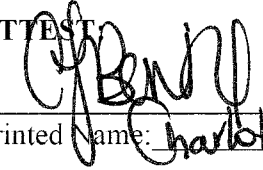
"OWNER:"
DAILY FOUNTAIN GATE, LTD.

By: 
Printed Name: Jeffrey N. Daily
Title: President
Date: 10/1/15

ATTEST:

Printed Name: Charlotte L. Bentlif

"LESSEE:"
DAILY INSTRUMENTS CORP.

By: 
Printed Name: Jeffrey N. Daily
Title: President
Date: 10/1/15

ATTEST:

Printed Name: Charlotte L. Bentlif

MTR: I/MTR/Tax Assessor/Abateements/2015/Daily Therm 08.17.15 9.15.2015/Finel

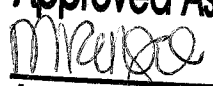
Approved As To Legal Form:

Asst. County Atty. 9/22/15
Date

EXHIBIT A
ORDINANCE CREATING
CITY OF STAFFORD, TEXAS
REINVESTMENT ZONE NO. 25

ORDINANCE NO. 1043

AN ORDINANCE CREATING CITY OF STAFFORD, TEXAS, REINVESTMENT ZONE NO. 25 ON THE SITE KNOWN AS THE UNRESTRICTED RESERVE 1-2B-2-G LOCATED WEST OF SUGAR RIDGE BLVD. BETWEEN FOUNTAINGATE DRIVE AND MULA RD WITHIN THE CITY OF STAFFORD, FORT BEND COUNTY, TEXAS; MAKING CERTAIN FINDINGS; REPEALING ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, on April 15, 2015, the City Council passed and approved "Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created within the City of Stafford"; and

WHEREAS, pursuant to those Guidelines, the City Council has received an application for creation of a reinvestment zone; and

WHEREAS, after the giving of proper notice, as required by law, the City Council held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 25; and

WHEREAS, notice was given to all taxing entities where the proposed zone is to be located; and

WHEREAS, the City Council has determined that the improvements sought to be located in proposed Reinvestment Zone No.25 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of a tax abatement agreement; and

WHEREAS, the creation of Reinvestment Zone No. 25 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to attract major investment into the Zone that would benefit the property located therein and that will contribute to the economic development of the City of Stafford; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and are incorporated herein for all purposes.

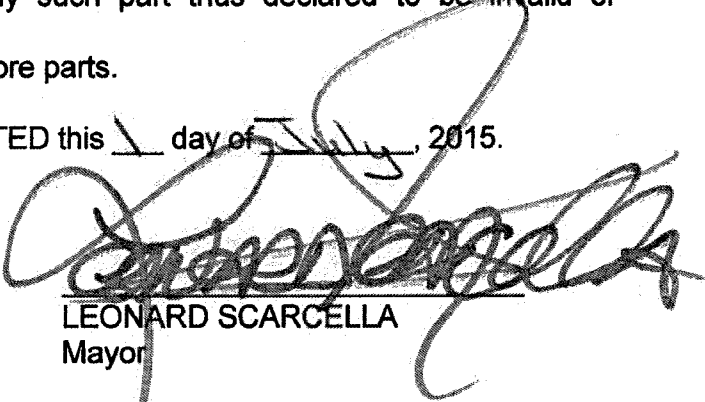
Section 2. Reinvestment Zone No. 25 is hereby created for the purpose of encouraging economic development through tax abatement. Reinvestment Zone No. 25 shall consist of the tract of land described in Exhibit A attached hereto and incorporated herein for all purposes and described as the Unrestricted Reserve 1-2-B-2-G located West of Sugar Ridge Blvd. between Fountaingate Drive and Mula Rd, Stafford, Texas. Improvements and personal property constructed, erected, or placed within Reinvestment Zone No. 25 as created hereby shall be eligible for commercial-industrial tax abatement.

Section 3. This designation shall be effective for a period of five (5) years, commencing on the date of adoption hereof. The expiration of the designation shall not affect an existing tax abatement agreement made under the provisions of the Texas Tax Code.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Stafford, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this 1 day of July, 2015.



LEONARD SCARCELLA
Mayor

ATTEST:



Bonnie Baiamonte
City Secretary

EXHIBIT B

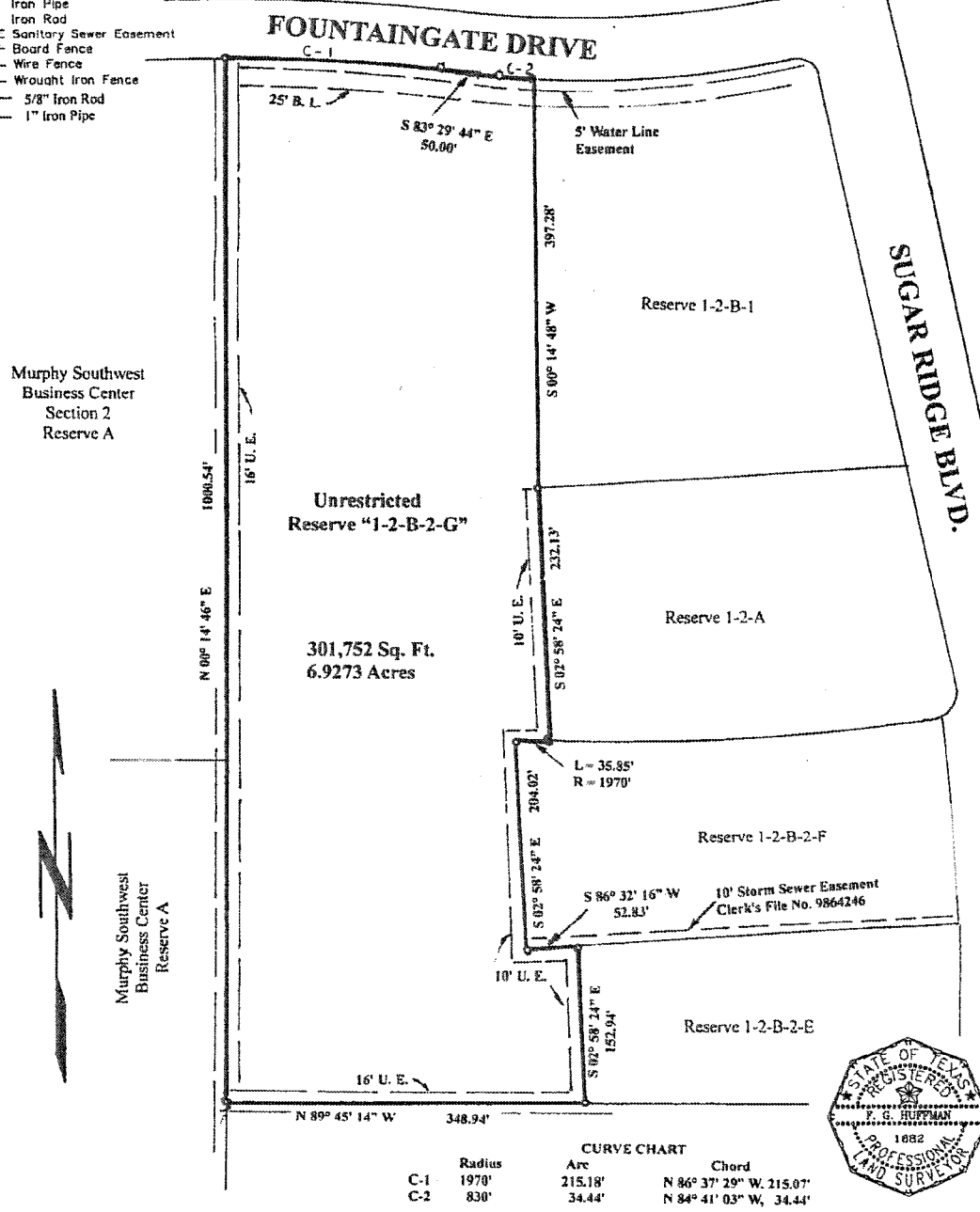
LEGAL DESCRIPTION OF REAL PROPERTY

- LEGEND**
- UE Utility Easement
 - AE Aerial Easement
 - WLE Water Line Easement
 - BL Building Line
 - CP Covered Porch
 - ROW Right of Way
 - IP Iron Pipe
 - IR Iron Rod
 - SSC Sanitary Sewer Easement
 - Board Fence
 - x- Wire Fence
 - Wrought Iron Fence
 - 5/8" Iron Rod
 - 1" Iron Pipe

This property lies within Zone X as per the Flood Insurance Rate Map, FORT BEND County, Community No. 480233, Panel No. 0153.
 Suffix L, Dated 4-2-14
 NOTE: Zone X indicates outside 100 year flood plain.
 Zone AE indicates within 100 year flood plain.

REVISIONS

Bearing Reference Recorded Plat



**Survey of Reserve 1-2-B-2-G
 ATLAS ALLOY SUBDIVISION
 Slide 1759-A, Fort Bend County
 Map Records, Fort Bend County
 Texas**

Scale 1" = 100'
 Date 6-1-14
 Job# 14-0604
 Key Map 559 L
 Drawn FGH
 Checked By FGH

I, F.G. Huffman, a Registered Professional Surveyor in the State of Texas, hereby certify to: **PURCHASER**
 that this plat was made from an actual survey on the ground by me or under my direction, that no encroachments exist at the time of this survey unless reflected hereon; that said survey conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition 2 Survey.

F. G. Huffman
 F.G. Huffman
 Reg. Professional Surveyor No. 1682

JEFFREY N. DAILY
 FOUNTAINGATE DRIVE
 STAFFORD, TX, 77477

F. G. Huffman
 P. O. Box 430792
 Houston, TX 77243



EXHIBIT C

ECONOMIC IMPACT STATEMENT
SUBMITTED BY DAILY INSTRUMENTS
CORPORATION ON BEHALF OF
DAILY THERMETRICS



GREATER FORT
BEND ECONOMIC
DEVELOPMENT
COUNCIL

**ECONOMIC IMPACT STATEMENT
QUESTIONNAIRE**

**Daily Instruments Corporation
Stafford, Fort Bend County**

Based on the information you provide below, the Greater Fort Bend Economic Development Council (GFBEDC) will begin prequalification of your project. The information you provide will allow the GFBEDC to begin to develop your application and economic impact statement for presentation to the taxing entities for consideration of economic incentives. The following factors will be considered as a whole to determine the entire economic impact of the company: location of project, type of business, is the company in one of the city's target industries, number of jobs, skill level of each job, average salary, investment in building improvements or new building, value of taxable inventory, value of taxable personal property and equipment, sales tax revenue generated for the city, impact on local infrastructure, and impact (good or bad) on existing businesses in the County.

- 1. Please provide a detailed summary statement about your company (its history, type of business and industry, etc.) and clearly describe its operations at the proposed facility in Fort Bend.**

Since 1973, Daily Thermetrics (a division of Daily Instruments) has provided the process industries with precise temperature measurement instrumentation. We are known for quality, engineering and delivering to the demanding needs of our customers. We have patents on multipoints and provide temperature instrumentation all over the world. Throughout the power, petrochemical and refining industries, we have provided hundreds of plant operators with key process control data with our CatTracker® technology.

Single Source Provider

Because traceability, quality control and a timely delivery are important, Daily Thermetrics is one of few temperature manufacturers that manufactures its own thermowells. We can manufacture single-piece construction thermowells up to 72" in length. Our engineering abilities and custom designs enable us to meet a myriad of customer requirements. Because Daily Thermetrics truly understands the needs of its customers, all of our thermowells are serialized for true traceability.

Engineering

We employ some of the most experienced engineers in the temperature measurement field and have an in-house engineering capability to design and troubleshoot to quickly meet customer needs. Our engineering staff is well seasoned in solving basic thermocouple problems as well as complicated applications such as profiling internal hydrocracker activity. We employ proprietary software to effectively calculate thermowell vibrations resulting from process variables such as density and viscosity and hold numerous patents in the field of temperature sensing instrumentation.

Testing & Inspection

For all full penetration thermowell welds, Daily Thermetrics provides 100% ultrasonic testing at no additional charge. This procedure is superior to X-ray in that the entire weld is scrutinized. Our welds are thoroughly tested using the most stringent, industry accepted guidelines. Our ultrasonic test procedures leave no room for subjectivity. All test activity is documented and maintained at the factory and available to customers free of charge upon request.

2. Information About Your Company

Company Name: Daily Instruments Corporation	
Contact Person: Mark Mitchell, McGladrey LLP	Title: Director, Credits & Incentives
Current Address: 5700 Hartsdale Drive, Houston, TX 77036	
Office #: 713.350.6182	Mobile #: 281.883.7686
Fax #:	Website: www.dailyinst.com
Email Address: mark.mitchell@mcgladrey	
The Company's Primary SIC Code: 334513/334519	

3. Type of project (check all that apply):

- Existing business in Fort Bend County
- New business to Fort Bend County
- Expansion of existing facility
- Construction of new facility
- Company will lease facility
- Company will own facility
- Corporate/Regional Headquarters

4. If the company will lease the facility, who will be the owner: Daily Fountain Gate

5. Location of proposed site(s) in Fort Bend (street address, name of Business Park or other development, city, or name of area if unincorporated): Fountaingate Drive and Sugar Ridge Blvd.

6. Scope of project:

Size of new facility/expansion:	135,300 square feet
Size of existing facility (if applicable):	
Size of lease space in existing facility (if applicable):	
Number of acres at facility site:	6.9723 acres
Type of Construction (tilt wall, metal, concrete, etc.):	Tilt-up concrete

7. **Please give detailed breakdown of operations within the proposed facility: 20% office; 55% Manufacturing; 20% Warehouse/Storage; 5% Common Area**
8. **Truck traffic to be generated (# daily or weekly): Daily small box UPS/Fedex and 2-3 semi-truck per week**
9. **Targeted start of construction: Q3, 2015**
10. **Targeted start of operations: Q3-Q4, 2016**
11. **Market value (taxable assets) of the firm's property that would be located at the facility in Fort Bend (new property to Fort Bend):**

Land	Construction Costs of Building Improvements	Equipment & Machinery	Inventory	Other Taxable Personal Property	Total
\$	\$12,600,00	\$4,900,000	\$5,600,000*	\$500,000	\$18,620,000

*WIP: \$2,000,000, Raw Materials: \$3,000,000, Finished Goods: 600,000

12. **Estimated percent of inventory that would be Freeport qualified, if any: 70%**
Freeport goods are inventories (raw materials, goods-in-process, and finished products) acquired by a business and held for no more than 175 days before being shipped out of state.
13. **Does the company require a Foreign Trade Zone (FTZ)? If so, what percent of the inventory would be FTZ qualified: N/A_%**
14. **Employment information:**

Number of new jobs to Fort Bend County	Number of existing jobs to be retained (if company currently located in Fort Bend)	Total Number of Jobs
150		150

15. **Average salary (before benefits): \$45,667.00 (Blended rate of 130 initial jobs plus approximately 20 additional new hires positions at \$37,500.00.**
16. **Amount of initial, annual local payroll to be created: \$6,100,000.00 (does not include 20 additional new hire post relocation)**

17. **What are the estimated annual total sales at the new facility? What portion of the total sales will be subject to local (city) sales taxes? \$24,000,000+ in annual revenues and less than 1% will be subject to sales tax.**
18. **Does the company own a corporate airplane that would be housed at a local corporate airport in Fort Bend (i.e., Sugar Land Regional Airport or Houston Southwest Airport)? If so, what is the plane's value: No**
19. **Will the company's local business practices necessitate business travel that will bring clients or employees to the Fort Bend facility, resulting in hotel/motel bookings? If so, what is the estimated number of hotel/motel stays per year that will be booked locally:**

	Frequency per yr	Rooms	Days	Total Room nights
Sales Meetings	3	15	7	315
Rep Meetings	2	3	3	18
Recruiting	2	15	1	30
Inspectors	4	2	2	16
Other	1	5	1	5
				384

20. **If your company currently has operations elsewhere in the State of Texas, please list the name of the communities: Company is currently located at 5700 Hartsdale Drive in Houston and is considering relocating its overall operations to Fort Bend, County.**
21. **Employee benefit burden (percent of employee's salary that is invested by the company into the employee's benefits): Company is self insured**
22. **Current owner of real property (land/building) at the time of application: Property is in the name of a private entity.**
23. **Have you received or are you currently receiving tax abatement in Fort Bend:**
 Yes No
24. **Is this land currently under Agriculture Exemption: Yes No**
- a. **If so, what will be the increase in taxes paid annually to taxing authorities: To be answered by GFBEDC**
- b. **What is the value of roll back taxes to be collected as a result of being taken out of Ag Exemption: To be answered by GFBEDC**
25. **What is the expected increase in value of the land once it is sold? (to be answered by GFBEDC)**
26. **Productive life of proposed improvements and/or initial term of lease: Building 39**

years; manufacturing equipment 7-15 years

- 27. Time of day activities will be taking place (i.e, # of shifts): 2-3 shifts**
- 28. The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: N/A**
Explain any costs for development or depletion of infrastructure the city and/or water district are being asked to absorb, if any.
- 29. Please provide wastewater information, including activities, facilities, plant processes, products, services, chemicals, materials, and hazardous substances that may be used or that may result from the activities to be conducted within the proposed improvements:**
- As part of the new building design, any residual cutting oil/waste water or by-products will automatically go directly into a pre-designed, below floor oil and water separator for both monitoring and disposal.
- 30. Explain any proposed pretreatment of wastewater prior to discharge into the sanitary sewer system:**
- Once separated, the waste oil will be monitored and disposed of by Safety Kleen within prescribed federal and state guidelines.
- 31. Will there be any proposed monitoring of wastewater discharge into the sanitary sewer system: See answers above**
- 32. Public improvements to be made by the Company in which the public may benefit (please list if any): Company plans to develop and maintain aesthetics to the current proposed location that will enhance ingress/egress to the area and raise commercial values.**
- 33. Will this business compete with existing businesses in the county? If so, please list local companies providing the same services: No**
- 34. Are there possibilities for local businesses to become suppliers? Any new retail opportunities? Please explain. Yes for potential local suppliers but not likely to create any retail opportunities except for additional hotel stays and any residual purchases.**
- 35. Do you anticipate your relocation to attract other new businesses to the area? Please explain: No**
- 36. Does the business produce any type of emissions or are there any other environmental matters for the city/county to consider: No**

37. The company agrees to participate in the continuing economic development process in Fort Bend County by becoming a Trustee member (\$6,000/yr) of the GFBEDC for a minimum period coinciding with the term of any County abatement agreement: Yes No

The County Commissioners' Court encourages the company's participation in the Council to support the continued economic growth in the County. The Court considers your decision in their evaluation of the project.

38. By signing and submitting this application you certify that the company, its branches, divisions and departments (company) do not and will not knowingly employ an undocumented worker. An agreement with the company will require the company to repay the total amount of the public benefit received with interest at the rate and according to the terms of the agreement if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date the City/County notifies the company of the violation as provided in the agreement.

An undocumented worker is an individual who, at the time of employment, is not:

- a. (1) lawfully admitted for permanent residence to the United States; or
- b. (2) authorized under law to be employed in that manner in the United States.

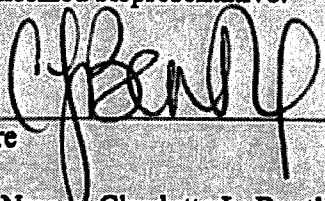
In order to prepare the documents creating the Reinvestment Zone, in which all eligible property placed therein would receive any property tax abatement, and the Abatement Agreement itself, a Site Plan and Legal Description, including a metes and bounds description is necessary. Please provide these as soon as possible if they are not available at the time this EIS is submitted.

CERTIFICATION:

V. APPLICANT:

(Name of Company) Daily Instruments Corporation
does hereby certify that all statements and representations made herein are accurate to the best of their knowledge and agree to comply with these terms.

By Authorized Representative:



Signature

5/13/15

Date

Printed Name: Charlotte L. Bentlif

Title: Chief of Internal Operations

W. GFBEDC

The Greater Fort Bend Economic Development Council certifies that Daily Instruments Corp. has met the standard requirements and is qualified for value added tax abatement in Fort Bend County.



W. Jackson Belt
Executive Vice President
Greater Fort Bend Economic
Development Council

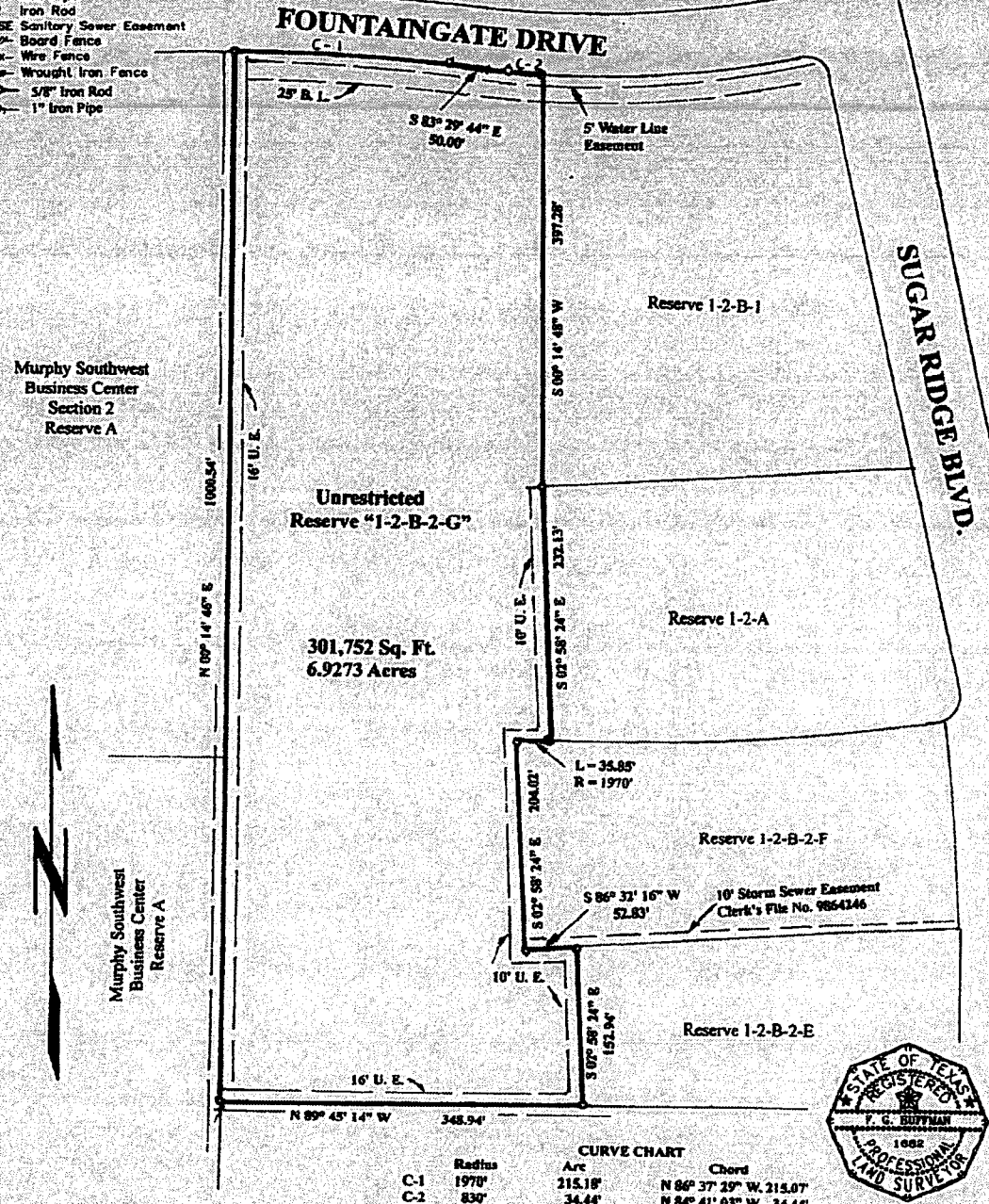
5/15/15
Date

- LEGEND**
- UE Utility Easement
 - AE Aerial Easement
 - WLE Water Line Easement
 - BL Building Line
 - CP Covered Porch
 - ROW Right of Way
 - IP Iron Pipe
 - IR Iron Rod
 - SSE Sanitary Sewer Easement
 - Board Fence
 - Wire Fence
 - Wrought Iron Fence
 - 5/8" Iron Rod
 - 1" Iron Pipe

This property lies within Zone X as per the Flood Insurance Rate Map, FORT BEND County, Community No. 480233, Panel No. 0169, Suffix L Dated 4-2-14
 NOTE: Zone X indicates outside 100 year flood plain. Zone AE indicates within 100 year flood plain.

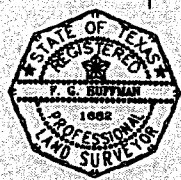
REVISIONS

Bearing Reference Recorded Plat



CURVE CHART

	Radius	Arc	Chord
C-1	1970'	215.18'	N 86° 37' 29" W, 215.07'
C-2	830'	34.44'	N 84° 41' 03" W, 34.44'



**Survey of Reserve 1-2-B-2-C
 ATLAS ALLOY SUBDIVISION
 Slide 1759-A, Fort Bend County
 Map Records, Fort Bend County
 Texas**

Scale **1"=100'**
 Date **6-1-14**
 Job# **14-0604**
 Key Map **569 L**
 Drawn **FGH**
 Checked By **FGH**

I, F.G. Huffman, a Registered Professional Surveyor in the State of Texas, hereby certify to: **PURCHASER**
 that this plat was made from an actual survey on the ground by me or under my direction; that no encroachments exist at the time of this survey unless reflected hereon; that said survey conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition 2 Survey.
 F. G. Huffman
 Reg. Professional Surveyor No. 1682

**JEFFREY N. DAILY
 FOUNTAINGATE DRIVE
 STAFFORD, TX 77477**

**F. G. Huffman
 P. O. Box 430792
 Houston, TX 77243**

