

STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

**TAX ABATEMENT AGREEMENT BETWEEN
FORT BEND COUNTY AND
HUDSON PRODUCTS CORPORATION**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY, TEXAS**, hereinafter referred to as "County," acting by and through its Commissioners' Court and **HUDSON PRODUCTS CORPORATION**, hereinafter referred to as "Owner" of the Real Property located within **FORT BEND COUNTY** Reinvestment Zone No. **18**.

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 County's Commissioners Court on February 14, 2017. County has determined that the request for Tax Abatement presented by Owner conforms to the criteria established in the Guidelines for Tax Abatement.
- c. No official of County has an interest in the property subject to this Agreement.

2. **Definitions:**

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 **FORT BEND COUNTY** Reinvestment Zone No. **18** by the FBCAD.
- b. "Real Property" means those tracts of land located in the Gabriel Cole2Survey as described in Exhibit "B" attached hereto and incorporated herein for all purposes, and all improvements currently located thereon, and located within **FORT BEND COUNTY** Reinvestment Zone No. **18**.
- c. "Improvements" means expansion of three existing buildings to be used for office, manufacturing, distribution and/or warehousing purposes located in **FORT BEND COUNTY** Reinvestment Zone No. **18** containing at least 51,000 square feet of floor space, and the interior improvements to such office, distribution and warehousing building and any sidewalks, parking lots, outdoor lighting, landscaping and other improvements to serve the building.
- d. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in **FORT BEND COUNTY** Reinvestment Zone No. **18** 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. "Owner" means **HUDSON PRODUCTS CORPORATION.**
- g. "County" means the County of Fort Bend, Texas.
- h. "FBCAD" means Fort Bend Central Appraisal District.
- i. Phase 1 Eligible Property means the Improvements & Equipment/Machinery installed at the Real Property having a taxable value of at least \$3,000,000 upon completion and eligible for a tax abatement only if completed and operational by December 31, 2018.
- j. Phase 2 Eligible Property means the Improvements & Equipment/Machinery installed at the Real Property having an additional taxable value of at least an additional \$1,500,000 (total combined taxable values of all Eligible Property to be at least \$4,500,000) upon completion and eligible for a tax abatement only if completed and operational by December 31, 2019.

3. Subject Property:

- a. **FORT BEND COUNTY** Reinvestment Zone No. **18** 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, 2017.

4. Responsibility of Owner:

In consideration of receiving the tax abatement granted herein, Owner: represents and agrees:

- a. That construction of the Improvements will commence in accordance with the below timeframes:

Phase	Construction to Begin No later than	Construction to be Completed on or before
Phase 1	February 28, 2017	December 31, 2017
Phase 2	TBD by Owner	December 31, 2018

- b. That Owner shall provide the County's Tax Assessor/Collector: a certified statement evidencing the following minimum values in project costs with respect to the design and construction of the Improvements within sixty (60) days after completion of each Phase of the Improvements in accordance with the below:

Phase	Minimum Value
Phase 1	\$3,000,000
Phase 2	\$1,500,000

- c. That Owner shall provide the County's Tax Assessor/Collector with a copy of the Certificate of Occupancy for the Improvements on or before the timeframes identified below or Owner may forfeit the abatement for the Tax Year identified for each period.

Phase	Certificate of Occupancy required by	Loss of Abatement of Tax year for failure to comply
Phase 1	December 31, 2017	2018
Phase 2	December 31, 2018	2019

- d. That the Certified Appraised Value of the Improvements on each and every January 1 during the term of this Agreement must not be less than as stated below:

Date	Minimum Additional Value	Total Minimum Cumulative Value
January 1, 2018	\$3,000,000	\$3,000,000
January 1, 2019	\$1,500,000	\$4,500,000
January 1, 2020	N/A	\$3,500,000
January 1, 2020	N/A	\$3,500,000
January 1, 2021	N/A	\$3,500,000
January 1, 2022	N/A	\$3,500,000
January 1, 2023	N/A	\$3,500,000
January 1, 2024	N/A	\$3,500,000
January 1, 2025	N/A	\$3,500,000
January 1, 2026	N/A	\$3,500,000
January 1, 2027	N/A	\$3,500,000

- e. 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 Minimum Certified Appraised Value of the Improvements Requirements will invalidate the tax abatement for the year this requirement was not satisfied.

- f. Owner agrees to meet the following employee requirements:

In RZ Site by	Employee Requirement at the Improvements
January 1, 2018	Employ at least 50 new Employees and Retain 300 current Employees
January 1, 2019	Employ at least 40 new Employees and Retain 350 current Employees
January 1, 2020	Employ at least 40 new Employees and Retain 390 current Employees
January 1, 2021	Employ at least 60 new Employees and Retain 410 current Employees
January 1, 2022	Retain 410 current Employees
January 1, 2023	Retain 410 current Employees
January 1, 2024	Retain 410 current Employees
January 1, 2025	Retain 410 current Employees
January 1, 2026	Retain 410 current Employees
January 1, 2027	Retain 410 current Employees

- g. In the event that Owner exceeds these employee requirements in any given year, Owner shall be given an equivalent credit in future years for any failure to meet such requirements. Owner shall annually furnish County with only those payroll records allowed by law and necessary for County to confirm Owner's compliance with this Agreement (e.g. number of employees is appropriate; payroll dollars, taxes, benefits, and bonuses are not appropriate)..
- h. That Owner will participate in the continuing economic development process in Fort Bend County by becoming Trustee Member (\$6,000/yr. dues) of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.
- i. OWNER 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.
- j. OWNER 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 COUNTY.
- k. That Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.

- l. 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 County 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:

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, Eligible 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 each certify in writing to the Fort Bend County Tax Assessor/Collector their compliance with each term of this Agreement.
- 5) Owner may terminate this Agreement with thirty (30) days written notification to the County. 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 shall, with such

notice, make payment to the County 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 Real Property, Ineligible Property and Eligible 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. County may declare Owner in default of this Agreement if: (1) Owner fail to comply with any term of this Agreement or (2) Owner allows County 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 County, 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 County 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. County shall notify Owner (as applicable) of any default in writing specifying the default. Owner shall have sixty (60) days from the date of the notice to cure any default. Owner fails to cure the default within ninety (90) days from receipt of notice, County may terminate this Agreement by written notice.
- c. If this Agreement is terminated by County, as County's sole and exclusive remedy, Owner (as applicable) agrees that they are liable for and will pay to County 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. County shall have a lien against the Real Property, Ineligible Property and Eligible 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 any Lessee are prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, TEXAS GOVERNMENT CODE. If Owner 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, County shall provide written notice to Owner of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from County to Owner. In the event of termination under this paragraph, Owner shall repay to County 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 Fort Bend County Tax Assessor/Collector or her designee. Owner shall allow employees or other representatives of County 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 may accompany the inspector. County shall cause each of its employees and representatives who conduct such inspections to abide by all of Owner's security, safety and operational rules (as the same may be amended from time to time), copies of which have been made available to County.
- b. Upon completion of the placement and/or installation of the Eligible Property, County 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 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 County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.

9. Assignment

- a. Owner may not assign this Agreement without prior written consent of County. No assignment shall be effective or approved if County 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 County. 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 County within ninety (90) days of any sale or assignment of the Real Property subject to this Agreement.

10. Indemnity

It is understood and agreed that Owner, in performing obligations hereunder, is acting independently, and County assumes no responsibilities or liabilities in connection therewith to third parties. **OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY AND THE FBCAD FROM ANY AND ALL 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 COUNTY 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 COUNTY'S, THE DISTRICT'S OR THEIR REPRESENTATIVES' INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY COUNTY 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 (AS APPLICABLE). NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT COUNTY FROM INCURRING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND OWNER (APPLICABLE) SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED. NOTWITHSTANDING ANY TO THE CONTRARY HEREIN, CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE EXCLUDED AND OWNER'S ENTIRE LIABILITY SHALL NOT EXCEED THE VALUE OF THE ABATEMENT ACTUALLY RECEIVED BY OWNER.**

11. Force Majeure:

If by reason of force majeure, Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to County in writing within thirty (30) calendar days after Owner first becomes aware or should have become aware of the occurrence relied upon. By doing so, the obligation of Owner, 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.

12. Commissioners Court Approval:

This Agreement is conditioned entirely upon the approval of the Commissioners' Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioner's Court.

13. Compliance with State and Local Regulations:

This Agreement shall not be construed to alter or affect the obligations of Owner 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 County, Owner at the mailing address 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 Owner or County at the following addresses:

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

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

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

To **Owner:** HUDSON PRODUCTS CORPORATION
ATTN: GENERAL COUNSEL AND COO
9660 GRUNWALD RD.
BEASLEY, TX 77471-8600

- c. Any party may designate a different address by giving the other parties ten (10) days prior written notice thereof. Failure of Owner to provide County 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 successors and assigns. Attached hereto are (a) Exhibit A – Order Designating Fort Bend County Reinvestment Zone **FORT BEND COUNTY** Reinvestment Zone No. **18** (b) Exhibit B - legal description of Real Property which are made part of this Agreement.

[remainder of page left blank]

[execution page follows]

18. **Execution**

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

"COUNTY:"

FORT BEND COUNTY, TEXAS

By: _____

Robert E. Hebert, County

Judge

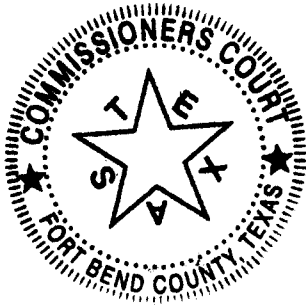
ATTEST:

Date: _____

2-28-2017

Laura Richard

Laura Richard, County Clerk



"OWNER"

HUDSON PRODUCTS CORPORATION

By: _____

Printed Name: _____

Title: _____

Dewayne R. Youngberg

General Counsel & Chief Compliance Officer
Hudson Products Corporation

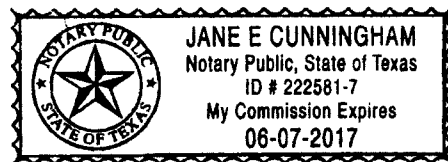
ATTEST:

Date: _____

2/14/17

Jane E Cunningham

Printed Name: Jane E. Cunningham



i:\mtr

tax assessor-collector\abatements\2017\hudson\hudson.county.abatement county vers to execute 2.09.doc

February 21, 2017

Reinvestment Zone

***44.87 acres of land in the Gabriel Cole Survey, Abstract No. 153,
Fort Bend County, Texas***

A FIELD NOTE DESCRIPTION of a 44.87 acre tract of land in the Gabriel Cole Survey, Abstract No. 153, Fort Bend County, Texas; said 44.87 acre tract being out of a tract of land conveyed to Hudson Products Corporation, as recorded in Volume 527, Page 587 of the Fort Bend County Deed Records; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per City of Houston C.O.R.S. using GPS Observations:

BEGINNING at a 1/2-inch pipe in concrete found in the southwest line of a 146.340 acre tract of land conveyed to Gary Alan Krause and wife, Sheila Krause, as recorded in Volume 1967, Page 2407 of the Fort Bend County Deed Records, for the east corner of a 31.019 acre tract of land conveyed to Hudson Products Corporation, as recorded in Volume 539, Page 681 of the Fort Bend County Deed Records and for the north corner of said tract of land conveyed to Hudson Products Corporation, as recorded in Volume 527, Page 587 of the Fort Bend County Deed Records;

THENCE, South 47° 19' 31" East - 619.38 feet with the northeast line of said tract of land conveyed to Hudson Products Corporation, as recorded in Volume 527, Page 587 of the Fort Bend County Deed Records, with the southwest line of said 146.30 acre tract, with the southwest line of a 1.001 acre tract of land conveyed to Gary Wayne Konvicka and Tami Lin Konvicka, as recorded in Fort Bend County Clerk's File No. 2009114751 and with the southwest right-of-way line of Grunwald Road to a 3/4-inch iron pipe found for an angle point of this tract;

THENCE, South 39° 08' 13" East - 82.72 feet with the southwest right-of-way line of Grunwald Road to a point for the east corner of this tract;

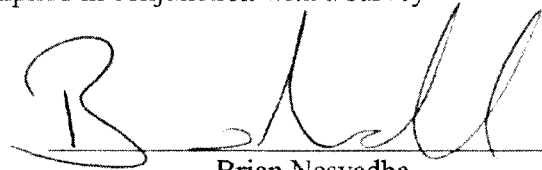
THENCE, South 51° 20' 48" West - 2,817.31 feet to a point for the south corner of this tract; from which a 5/8-inch iron rod found bears South 38° 39' 12" East - 251.09 feet;

THENCE, North 38° 39' 12" West - 713.83 feet with the southwest line of said tract of land conveyed to Hudson Products Corporation, as recorded in Volume 527, Page 587 of the Fort Bend County Deed Records and with the northeast line of a 70.51 acre tract of land conveyed to Jose S. Herrera, as recorded in Fort Bend County Clerk's File No. 2011016128 to a 1-inch iron pipe found for the west corner of this tract;

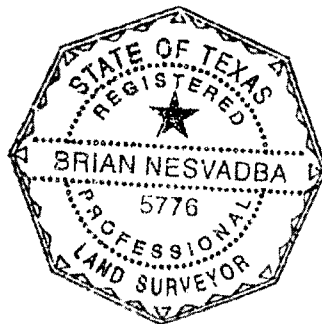
THENCE, North 51° 44' 32" East – 2,723.29 feet with the northwest line of said tract of land conveyed to Hudson Products Corporation, as recorded in Volume 527, Page 587 of the Fort Bend County Deed Records and with the southeast line of said 31.019 acre tract of land to the POINT OF BEGINNING and containing 44.87 acres of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 1288-1
W:\1288-1_Reinvestment_Zone.doc



Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



GARY ALAN KRAUSE AND WIFE,
SHEILA KRAUSE
146.340 ACRES
(VOL. 1967, PG. 2407; F.B.C.D.R.)

HUDSON PRODUCTS CORPORATION
31.019 ACRES
(VOL. 539, PG. 681; F.B.C.D.R.)

N 51°44'32" E - 2,723.29'

ASSEMBLY-STRUCTURAL
0.6612 ACRE (28,800 SQ. FT.)

REINVESTMENT ZONE
44.87 ACRES

HUDSON PRODUCTS CORPORATION
(VOL. 527, PG. 587; F.B.C.D.R.)

METAL WAREHOUSE
BUILDING

MACHINE SHOP
0.3581 ACRE (15,600 SQ. FT.)

METAL WAREHOUSE
BUILDING

FINNING
0.1653 ACRE (7,200 SQ. FT.)

ZONE "X"

ZONE "A"

ZONE "X"

JOSE S. HERRERA
70.51 ACRES
(F.B.C.C.F. NO. 2011016128)

GARY WAYNE KONVICKA AND TAMI LIN KONVICKA
1.001 ACRES
(F.B.C.C.F. NO. 2009114751)

ORIGINAL TRACT LINE

"FIFTH TRACT - 38.958 ACRES"
"FIRST TRACT - 1,031.637 ACRES"

S 51°20'48" W - 2,817.31'

APPROXIMATE LOCATION
OF FLOODPLAIN LINE

APPROXIMATE LOCATION
OF FLOODPLAIN LINE

LEGEND

F.B.C.C.F. - FORT BEND COUNTY CLERK'S FILE
F.B.C.D.R. - FORT BEND COUNTY DEED RECORDS
IP - IRON PIPE
IR - IRON ROD
P.D.B. - POINT OF BEGINNING
R.D.V. - RIGHT OF WAY
SQ. FT. - SQUARE FEET
W/ - WITH

I, Brian Nesvadba, a Registered Professional Land Surveyor of the State of Texas, hereby certify that the above plat correctly represents the facts found at the time of the survey made on the ground under my supervision. This survey substantially complies with the current Texas Society of Professional Surveyor's Standards and Specifications for a Category 1B, Condition II, Survey.

Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



- NOTES:
- 1.) BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NGS CONTINUOUSLY OPERATING REFERENCE STATIONS.
 - 2.) THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. DEED INFORMATION SHOWN HEREON WAS RESEARCHED AND PROVIDED BY OTHERS.
 - 3.) THE CERTIFICATE SHOWN HEREON IS VALID ONLY IF THIS DOCUMENT CONTAINS AN ORIGINAL STAMPED OR IMPRESSION SEAL AND SIGNATURE OF THE SURVEYOR. SAID CERTIFICATION SHALL NOT APPLY TO ANY COPIES OR ALTERED ORIGINALS.
 - 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TILE REPORT. ADDITIONAL ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN.
 - 5.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL 13010, EFFECTIVELY DATED APRIL 2, 2014, THIS PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 - 6.) A METES-AND-BOUNDS DESCRIPTION WAS COMPILED IN CONJUNCTION WITH THIS SURVEY.
 - 7.) THIS TRACT OF LAND WAS SURVEYED IN THE FIELD ON SEPTEMBER 27, 2016. ANY CHANGES MADE AFTER THIS DATE ARE NOT SHOWN HEREON. ALL IMPROVEMENTS ARE NOT SHOWN.



TEXAS ENGINEERING AND MAPPING CO.
12810 CENTURY DRIVE
STAFFORD, TEXAS 77477
PHONE: 281.491.2625 FAX: 281.491.2635
www.team-civil.com
Surveying Firm No. 10110000 / Engineering Firm No. P-2908

STANDARD LAND SURVEY

OF
A 44.87 ACRE TRACT OF LAND
BEING IN THE GABRIEL COLE SURVEY, ABSTRACT NO. 153,
FORT BEND COUNTY, TEXAS

CREW: RL	DRAWN BY: KPR	CALC. BY: BSW	CK BY: BSW
DATE: 02/21/17	SCALE: 1"=200'	KEY MAP: 8410	JOB NO.: 1288-1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-166803

Date Filed:
02/14/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hudson Products Corporation
Beasley, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

0153-00-000-0020-901
Property Tax Abatement Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	RCHPH Holdings, Inc.	Beasley, TX United States	X	
	R/C Hudson Holdings, LP	New York, NY United States	X	
	Riverstone/Carlyle Global Energy and Power Fund IV, LP	New York, NY United States	X	
	Riverstone Holdings LLC	New York, NY United States	X	
	Youngberg, DeWayne	Beasley, TX United States	X	
	Walker, Grady	Beasley, TX United States	X	
	Lancaster, John	New York, TX United States	X	
	Tekkora, Baran	New York, NY United States	X	
	Staffieri, Brett	New York, NY United States	X	
	Ryan, John	Austin, TX United States	X	
	Pierce, Frank	Beasley, TX United States	X	
	Himesh, Gandhi	Sugar Land, TX United States		X
	Pearson, Gary	Houston, TX United States		X

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-166803

Date Filed:
02/14/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hudson Products Corporation
Beasley, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

0153-00-000-0020-901
Property Tax Abatement Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

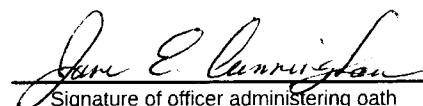


Dewayne R. Youngberg
General Counsel & Chief Compliance Officer
Hudson Products Corporation

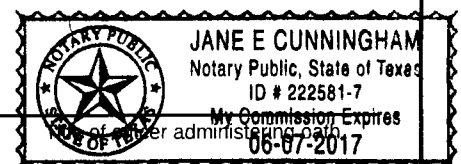
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dewayne Youngberg, this the 14th day of February, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Jane E. Cunningham
Printed name of officer administering oath



CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2017-166803

Date Filed:
02/14/2017

Date Acknowledged:
02/28/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hudson Products Corporation
Beasley, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

0153-00-000-0020-901
Property Tax Abatement Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	RCHPH Holdings, Inc.	Beasley, TX United States	X	
	R/C Hudson Holdings, LP	New York, NY United States	X	
	Riverstone/Carlyle Global Energy and Power Fund IV, LP	New York, NY United States	X	
	Riverstone Holdings LLC	New York, NY United States	X	
	Youngberg, DeWayne	Beasley, TX United States	X	
	Walker, Grady	Beasley, TX United States	X	
	Lancaster, John	New York, TX United States	X	
	Tekkora, Baran	New York, NY United States	X	
	Staffieri, Brett	New York, NY United States	X	
	Ryan, John	Austin, TX United States	X	
	Pierce, Frank	Beasley, TX United States	X	
	Himesh, Gandhi	Sugar Land, TX United States		X
	Pearson, Gary	Houston, TX United States		X

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hudson Products Corporation
Beasley, TX United States

Certificate Number:
2017-166803

Date Filed:
02/14/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
02/28/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

0153-00-000-0020-901
Property Tax Abatement Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath