

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
 TAX ABATEMENT AGREEMENT BETWEEN
 FORT BEND COUNTY DRAINAGE DISTRICT AND
 HUDSON PRODUCTS CORPORATION**

This FIRST AMENDMENT of the Tax Abatement Agreement is made and entered into by and between **FORT BEND COUNTY DRAINAGE DISTRICT, TEXAS**, hereinafter referred to as "District," acting by and through its Board of Directors and **HUDSON PRODUCTS CORPORATION**, hereinafter referred to as "Owner" of the Real Property located within **FORT BEND COUNTY** Reinvestment Zone No. **18**.

RECITALS

WHEREAS, on or about February 28, 2017, the Parties entered into a Tax Abatement Agreement, attached hereto as Exhibit "One" and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement;
 and

WHEREAS, both the Original Agreement and this First Amendment are executed as authorized by and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS PROPERTY TAX CODE, and the Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones located in Fort Bend County, Texas

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, District, and Owner agree as follows:

I. Amendments

Section 2, Definitions, is amended as follows:

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

- 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, 2019.
- 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, 2020.

Section 4, Responsibility of Owner, is amended as follows

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, 2019 |
| Phase 2 | TBD by Owner | December 31, 2020 |

- b. That Owner shall provide the District'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 District'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, 2019 | 2020 |
| Phase 2 | December 31, 2020 | 2021 |

- 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, 2020 | \$3,000,000 | \$3,000,000 |
| January 1, 2021 | \$1,500,000 | \$4,500,000 |
| 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 |
| January 1, 2028 | N/A | \$3,500,000 |
| January 1, 2029 | N/A | \$3,500,000 |

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

| In RZ Site by | Employee Requirement at the Improvements |
|-----------------|---|
| January 1, 2019 | Employ at least 50 new Employees and Retain 300 current Employees |
| January 1, 2020 | Employ at least 40 new Employees and Retain 350 current Employees |
| January 1, 2021 | Employ at least 40 new Employees and Retain 390 current Employees |
| January 1, 2022 | Employ at least 60 new Employees and 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 |
| January 1, 2028 | Retain 410 current Employees |

5. Sections 5 Value and Term of Abatement is amended as follows:

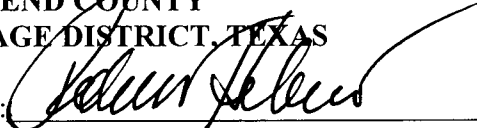
- a. This Agreement shall be effective on the date executed by District or Owner, whichever is later. The actual tax abatement period is deferred, with the first year of the abatement period to be 2020. Phase IV of this Agreement shall terminate (unless earlier terminated in accordance with the terms hereof) on December 31, 2029. In no event shall this agreement extend beyond December 31, 2029. This Agreement shall terminate on the completion of the abatements, unless earlier terminated as provided elsewhere herein. Owner's obligation upon default to pay to District any taxes abated under this Agreement shall not terminate until the abated taxes are paid.
- b. In each year of the tax abatement period, for Phase IV Provisions, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Phase IV Improvements only.
- 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 |
|-----------------|-----------------------------|
| 2020 | 50% |
| 2021 | 50% |
| 2022 | 50% |
| 2023 | 50% |
| 2024 | 50% |
| 2025 | 50% |
| 2026 | 50% |
| 2027 | 50% |
| 2028 | 50% |
| 2029 | 50% |

Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by District 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.

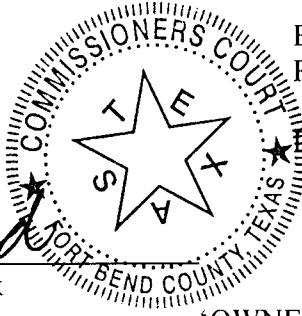
“DISTRICT:”
**FORT BEND COUNTY
DRAINAGE DISTRICT, TEXAS**

By: 
Robert E. Hebert, County Judge


Date: 8-28-2018

ATTEST:


Laura Richard, County Clerk



“OWNER”
HUDSON PRODUCTS CORPORATION

By: 
Printed: Name: GRADY WALKER
Title: PRESIDENT

ATTEST:


Printed Name: Patricia M. Cook

Date: 8-20-18

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2018-394240

Date Filed:
 08/20/2018

Date Acknowledged:
 08/28/2018

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 Drainage District

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.

FBC DD 081618
 Property Tax Abatement

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Chart Industries, Inc. | Ball Ground, GA United States | X | |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)