STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

ECONOMIC DEVELOPMENT PROGRAM AND TAX ABATEMENT AGREEMENT

This Economic Development Program and Tax Abatement Agreement ("**Agreement**") is entered into this 26th day of April, 2016 (the "**Effective Date**"), by and between AIR PRODUCTS LLC., ("**Company**"), and CHAMBERS COUNTY, TEXAS (the "**County**") (Company and the County are sometimes referred to herein together as the "parties" and individually as a "party").

WITNESSETH:

WHEREAS, Article III, Section 52-A of the Texas Constitution and Chapter 381 of the Texas Local Government Code ("**Chapter 381**") authorize the County Commissioners Court of Chambers County, Texas ("**County Commissioners Court**") to develop and administer a program to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in Chambers County, and Chapter 312 of the Texas Tax Code ("**Chapter 312**") authorizes Chambers County to enter into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation, provided the execution, duration, and other terms of the agreement comply with the provisions of Sections 312.204, 312.205, 312.206, 312.211, and 312.402 of Chapter 312; and

WHEREAS, on the 23rd day of July, 2013, the County Commissioners Court adopted a Chapter 381 Economic Development Policy (the "**Chapter 381 Policy**"), setting forth policies, guidelines, and criteria for economic development incentives provided by the County under Chapter 381, a copy of which is attached as **Exhibit A**; and

WHEREAS, on March 24, 2015, the County adopted a resolution stating that it elects to be eligible to participate in tax abatement and adopted guidelines for tax abatement as contemplated by Chapter 312 (the "**Tax Abatement Guidelines**"); and

WHEREAS, on the 9th day of February, 2016, the Company submitted an application for tax abatement (the "**Abatement Application**", a copy of which is attached as **Exhibit B**), in accordance with the Chapter 381 and Chapter 312 Policies; and

WHEREAS, on the 22nd day of March, 2016, the County Commissioners Court passed a Resolution establishing a Tax Abatement Reinvestment Zone ("**Zone**") under Chapter 312, known as the Air Products LLC 2016 Reinvestment Zone, after complying with all of the relevant notice requirements under Chapter 312; and

WHEREAS, Company will control the Premises, as hereinafter defined, and Company expects to develop and construct the Project (among other possible improvements) on the Premises, which is described in the Abatement Application, the development and use of which is expected to significantly enhance the County's economic and employment base; and

WHEREAS, the County also finds that the improvements sought are feasible and practical and would benefit the County after expiration of this Agreement; and

WHEREAS, the Premises are located entirely within the County and the Zone;

WHEREAS, the County finds that the terms of this Agreement and the development of the Premises and proposed Project satisfy requirements in the Chapter 381 Policy and the Tax Abatement Guidelines adopted by the County; and

NOW, THEREFORE, the County, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the expansion of primary employment, the attraction of major investment in the County, increased payroll that contributes to the economic development of the County and enhancement of the tax base in the County, and certain Chapter 381 Payments as defined below, and Company, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Section 381.004 of Chapter 381 and Chapter 312, hereby contract, covenant, and agree as follows:

Section 1. Definitions

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

"2016 Certified Appraised Value" means the January 1, 2016, value of the property within the Zone as certified by the Chambers County Appraisal District as of that date.

"Commercially Reasonable Efforts" means, as to a Party hereto, an undertaking by such Party to perform or satisfy an obligation or duty or otherwise act in a manner reasonably calculated to obtain the intended result by action or expenditure not disproportionate or unduly burdensome under the circumstances, which means, among other things, that such Party shall not be required to (i) expend funds other than for payment of the reasonable and customary costs and expenses of employees, contractors, counsel, consultants, representatives or agents of such Party in connection with the performance or satisfaction of such obligation, duty or other action or (ii) institute or settle any litigation or arbitration as a part of its reasonable efforts.

"**Company Affiliate**" shall mean any Person directly or indirectly controlling, controlled by, or under common control with Company. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

"**Chapter 381 Payment**" shall mean, (1) for calendar years 2017 and 2018, a payment from Company to County equal to $395,199.00; and (2) for calendar years 2019, 2020, 2021, 2022, 2023, 2024, 2025 and 2026, payments from Company to County equal to forty percent (40%) of the tax abated for that tax year pursuant to this Agreement.

"**Eligible Property Value**" shall mean, with respect to each calendar year, the value of the real property and the business personal property consisting of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the Project on the tax rolls of the Chambers County Appraisal District as of such calendar year. The Parties recognize that no property included in Eligible Property Value was included in the 2016 Certified Appraised Value, the year in which this Agreement is executed, and no part of the Eligible Property Value was constructed on the Premises before the Effective Date of this Agreement.

"**Financing Party**" shall mean the lenders, security holders, investors, equity providers, and others providing financing or refinancing to or on behalf of Company, for the development, construction, ownership, operation, or maintenance of the Project or any portion thereof, or any trustee or agent acting on behalf of any of the foregoing.

"**Force Majeure**" shall mean, without limitation, Acts of God or the public enemy, war, terrorism, criminal acts by unrelated third parties, riot, civil commotion, insurrection, governmental or de facto governmental action, fire, explosions, floods, strikes, adverse weather, or any other extraordinary event beyond the control of Company (including, without limitation, broad based extraordinary economic events) that makes it reasonably impracticable to accomplish a desired objective.

"**Ineligible Property Value**" shall mean, with respect to each calendar year, the value of land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; watercraft; aircraft; housing; deferred maintenance investments; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the Project; property which has an economic life of less than 10 years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated, or directed by a political subdivision of the State of Texas; as listed on the tax rolls of the Chambers County Appraisal District as of such calendar year, and any real property and the business personal property included in the 2016 Certified Appraised Value.

"Parties" means collectively the County and Company, and "Party" means the COUNTY or AIR PRODUCTS LLC, as the case may be.

"**Payment Deadline**" shall mean, with respect to each Chapter 381 Payment, January 31st of the year immediately following the calendar year in which abatement under Section 4 of this Agreement is granted.

"**Person**" shall mean an individual or corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

"**Premises**" shall mean all that parcel of land to be owned by Company as hereinafter described in **Exhibit B** attached hereto.

"Project" means the new steam methane reformer facility to be constructed by Company at the Covestro complex in Chambers County, with an estimated construction cost of $339,306,065, to be constructed on the Premises, as described in Exhibit B.

"Taxable Value" means the Certified Appraised Value, as determined by the Chambers County Appraisal District, of the Project, excluding the exempt value of pollution control devices as determined by the Texas Commission on Environmental Quality, owned by Company and located within the County, minus the abated value of the Project as provided herein.

Section 2. General Provisions

A. County Authorization. This Agreement was authorized by the County Commissioners Court and was approved by the affirmative vote of a majority of the County Commissioners Court at its regularly scheduled County Commissioners Court meeting on April 26th, 2016, authorizing the County Judge to execute this Agreement on behalf of the County.

B. Company Authorization. The undersigned officers of Company have authority to execute this Agreement on behalf of Company.

C. Compliance. The parties intend for this Agreement to comply with Chapter 381 and Sections 312.204, 312.205, 312.206, 312.211, and 312.402 of Chapter 312. The County has determined that this Agreement satisfies all requirements for tax abatement set forth in the Chapter 381 Policy and the Tax Abatement Guidelines. To the extent that this Agreement deviates from a requirement of the Chapter 381 Policy, the County hereby grants Company a variance from such deviation.

D. Tax Increment Financing. The County represents that the abatements provided by this Agreement will not be diminished or otherwise jeopardized by tax increment financing arrangements in the County, if any.

E. Ownership of Premises. The Premises will be controlled by Company or a Company Affiliate, and in no event shall be owned by any member of the County Commissioners Court.

F. No Assumption. By this Agreement, Company assumes no obligation, duty or other responsibility with regard to any governmental function or service for which the County is responsible that is not otherwise addressed by this Agreement. In addition, Company assumes no legal liability for the actions of the County through the execution of this Agreement. The County individually assumes no obligation, duty or other responsibility with regard to any duty, right, obligation or responsibility associated with the Project for which Company is responsible that is not otherwise addressed by this Agreement. In addition, the County assumes no legal liability for the actions of Company or its successors or assigns by virtue of its execution of this Agreement.

G. **Agents.** Each Party to this Agreement agrees that it shall have no liability for the actions or omissions of the employees, agents, directors, members, trustees or representatives of any other Party, and each Party is solely responsible for the actions and omissions of its own employees, agents, directors, members, trustees or representatives.

H. **Variance to Guidelines.** As authorized by Section 4(e) of the Tax Abatement Guidelines and Section 312.002(d) of Chapter 312, the County hereby grants Company a variance to the Tax Abatement Guidelines, specifically including, without limitation, to allow the tax abatements authorized in Section 4 below. The variance herein granted is based on the estimated size of the project made the basis of this Agreement and the anticipated economic impact the project will have on the County and the surrounding community so as to offer competitive economic development incentives comparable to other taxing jurisdictions for substantially similar projects and the Chapter 381 Payments that are included in this Agreement.

Section 3. Permitting

The County shall use its best efforts to expedite processing of any permits, re-zoning requests, licenses, or other approvals associated with the building and development of the Premises and the Project.

Section 4. Terms of Tax Abatement

The County hereby grants to Company tax abatement under Chapter 381 and Chapter 312 with respect to the Project. The tax abatement shall begin on January 1, 2017, and shall continue for ten years in accordance with the schedules set forth below. In each year during the term of the tax abatement, the tax abatement shall equal 100 percent of County property taxes imposed on the Eligible Property Value in accordance with the schedules set forth below:

Tax Year Abated	Percentage of Value Abated
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	100%
2024	100%
2025	100%
2026	100%

Section 5. Terms of Chapter 381 Payments

Company agrees to tender Chapter 381 Payments to County, on or prior to the Payment Deadline, for calendar years 2017 through 2026, inclusive. Company will tender Chapter 381 Payments by check or other mechanism acceptable to County.

Section 6. Covenants

A. **Construction Covenant.** Company or a Company Affiliate covenant to use Commercially Reasonable Efforts to substantially complete, or cause to be substantially completed, the Project on or before January 1, 2019 (the "**Construction Covenant**"); provided that Company or a Company Affiliate shall have such additional time as may be required by the effects of Force Majeure.

B. **Operation Covenant.** Company or a Company Affiliate shall operate the Project in accordance with prudent industry standards and applicable law (unless prevented by Force Majeure) and in a manner that is consistent with the general purpose of encouraging development within the Zone.

C. **Property Tax Covenant.** Throughout the term of this Agreement, Company shall timely pay all property taxes imposed by the County on Ineligible Property Value.

D. **Management Change Notice Covenant.** During the term of this Agreement, Company shall notify the County in writing of any change of the manager of the Project in a timely fashion.

E. **Commercially Reasonable Efforts to Increase Local Employment Covenant.** Throughout the term of this Agreement, Company agrees to create employment at the Project for at least five people on a permanent basis. Company also agrees that throughout the term of this Agreement, it will exercise its Commercially Reasonable Efforts to insure that:

a. 50% of new employees, or a minimum of two (2) employees, are residents of one or more of the following counties: Chambers County, Harris County, Jefferson County, Galveston County, Hardin County, or Liberty County; and

b. 10% of new employees, or a minimum of two (2) employees, are residents of Chambers County.

A resident of Chambers County employed at the Project on a permanent basis may be counted towards any or all of the employment targets in this subsection. Company does not expect that the Project will solely or primarily have the effect of transferring employment from one part of Chambers County to another, and

Company agrees to make every Commercially Reasonable Effort to use local resources in employees, goods, and services at the Project.

F. **Local Sourcing Covenant.** During the Construction Covenant of this Agreement, Company agrees to make Commercially Reasonable Efforts, with respect to any contracts for the purchase of supplies and services in connection with construction of the Project that are let to bid after the Effective Date, to identify and ensure that qualified Chambers County vendors, suppliers, and sub-contractors are given the opportunity to bid on such contracts.

G. **Use of Premises and Project.** Company agrees to limit the uses of the Premises and the Project to uses consistent with the general purpose of encouraging development of the Zone during the term of this Agreement.

Section 7. Records and Audits

A. **Annual Certification.** Not later than March 31 of each year during the term of the tax abatement, Company shall submit to the County a certification from Company that the Project is in material compliance with the terms of this Agreement and specifically as to the conditions and covenants set forth in Section 6, provided that once the Construction Covenant is met, no further certification shall be required with respect to the Construction Covenant.

B. **County Access to Premises.** For the sole purpose of verifying Company's annual certification, County employees or representatives shall have reasonable access to the Premises during the term of this Agreement. The County shall give prior notice to Company and Company employees shall have the right to accompany County employees. While on the Premises, County employees shall follow Company safety policies and not interfere with Company operations. The County shall keep all information obtained while on the Premises confidential and shall execute a commercially reasonable form of confidentiality agreement drafted by Company before entering the premises.

C. **Administration Fee.** Beginning on March 31, 2017, and on or before March 31 of each calendar year thereafter during the life of this Agreement, Company shall pay to the County an administration fee of 0.625% of the Chapter 381 Payment for such tax year as set forth in Section 5 of this Agreement. This fee is considered payment for Chapter 381 administrative services as provided in Section 381.004(c) of the Texas Local Government Code. Remittance of this fee shall be separate and distinct from the remittance of the Chapter 381 Payments set forth in Section 5 of this Agreement.

Section 8. Default and Termination

A. Default. In the event that Company either fails to meet the Construction Covenant or breaches the terms or conditions of this Agreement, Company shall be in default of this Agreement.

B. Cure. In the event Company defaults in its performance of the Agreement, the County shall give Company written notice of such default. Company shall have sixty (60) days after said written notice to cure the default. If the default is not reasonably susceptible to cure within such sixty (60) day period and Company has commenced and is pursuing cure of same, then, after first advising the County of Company's efforts to cure same, Company may utilize an additional ninety (90) days for such purposes. The County may authorize additional time to cure defaults, which authorization shall not be unreasonably withheld.

C. Remedy for Uncured Default. The County's sole and exclusive remedy against any Person for breach of this Agreement, in the event of default after the expiration of the applicable notice and cure periods, shall be that the County may, at its option, terminate the Agreement and all future tax abatements under this Agreement shall be void. Notwithstanding the foregoing, if Company fails to meet the Construction Covenant, Company shall repay to the County, without penalty or interest, all tax abatements received under this Agreement. If Company breaches a covenant in Section 6, other than the Construction Covenant, for any year, the County shall not be entitled to terminate this Agreement, but may, at its option, rescind the tax abatement pertaining to such year.

D. Company's Remedies. Company may institute proceedings as may be necessary or desirable in its opinion to defend against (i) improper assertions of default or (ii) improper attempts to terminate this Agreement, to withhold or obtain payments prescribed by this Agreement, or to seek repayment of amounts paid under the Agreement. Such proceedings may include, but are not limited to, seeking specific performance and/or injunctive relief, or enforcement by mandamus, or such other remedy as may be available at law, in equity, or otherwise. Such rights and remedies are not exclusive and are in addition to any other rights or remedies Company may have at law, in equity, or otherwise.

E. Discontinuation. In the event the Project herein is completed and begins producing product or services, but subsequently discontinues producing product or services for any reason excepting fire, explosion or other casualty, accident or natural disaster, or governmental mandate, for a period of one (1) year during the abatement period, then this Agreement shall terminate. In the event of termination pursuant to the provisions of this paragraph, the abatement of the taxes for the calendar year during which the facility ceases to operate shall terminate, but there shall be no recapture of prior years' taxes abated by this Agreement. The taxes otherwise abated for the calendar year during which the facility ceases to operate shall be paid to the County, subject to a credit for any

Chapter 381 Payment for such year, prior to the delinquency date for such year; provided, however, that in no event shall Company be required to pay such taxes within less than sixty (60) days of the termination.

F. **Recapture.** The Chief Appraiser of the Chambers County Appraisal District shall annually determine (i) the Taxable Value pursuant to the terms of this abatement of the real and personal property comprising the Project and (ii) the full taxable value without abatement of the real and personal property comprising the Project. The Chief Appraiser shall record both the Taxable Value and the 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 are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year Company shall furnish the Chief Appraiser with such information outlined in Chapter 22, Tax Code, as may be necessary for the administration of the abatement specified herein. Notwithstanding anything contained in this agreement to the contrary, Company shall be entitled to a credit for all payments made to the County pursuant to Section 5.

G. **Termination.** If after notice of default and failure to cure, the County terminates this Agreement, it shall provide Company written notice of such termination. If Company believes that such termination was improper, Company may file suit in the Chambers County District Court appealing such termination within sixty (60) days after receipt from the County of written notice of the termination. If such a suit is filed, Company shall remit to the County, within ninety (90) days after receipt of the notice of termination, any additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provisions of Section 42.08, Tax Code. If the final determination of the appeal finds that the termination was proper, all taxes previously abated by virtue of this Agreement, less any Chapter 381 Payments previously paid, will be recaptured by the County and, Company shall remit any unpaid additional taxes to the County pursuant to Section 42.42, Tax Code. If the final determination of the appeal decreases Company's tax liability, the County shall refund to Company the difference between the amount of tax paid and the amount of tax for which Company is liable pursuant to Section 42.43, Tax Code.

H. **Mutual Termination.** The parties may terminate this Agreement by mutual agreement at any time.

Section 9. Effect of Sale, Assignment, or Lease of Property

This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Neither Party may assign its rights and duties hereunder, in whole or in part, without prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that Company may assign this Agreement and all of its rights hereunder to any Company Affiliate or a new owner or lessee of the Premises or the Project, or any portion thereof, without the County's consent, provided that Company shall provide written notice of such assignment to the County. Upon such assignment,

Company's assignee will be liable to the County for outstanding taxes, Chapter 381 Payments, or other obligations arising under this Agreement with respect to the applicable portion of the Premises or the Project so assigned. In addition, this Agreement and all rights hereunder may be assigned for the benefit of any Financing Party. Any assignment in violation of this Section 9 shall not affect any tax abatements with respect to which Company or a Company Affiliate is already entitled.

Section 10. Notice

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

Company:

AIR PRODUCTS LLC
ATTN: Tax Department
7201 Hamilton Boulevard
Allentown, PA 18195-1501

County:

Jimmy Sylvia, County Judge
County of Chambers, Texas
404 Washington Avenue
P.O. Box 939
Anahuac, Texas 77514

With an additional copy (which shall not constitute notice) to:

Baytown/West Chambers County Economic Development Foundation
1300 Rollingbrook Drive, Suite 505
Baytown, TX 77521

Section 11. Indemnification

A. **INDEMNITY**. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE COUNTY IN THIS AGREEMENT, COMPANY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "**COUNTY'S INDEMNIFIED PARTY**") FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE, OF ANY NATURE, KIND OR DESCRIPTION, OF ANY

PERSON OR ENTITY RESULTING FROM COMPANY'S CONSTRUCTION AND OPERATION OF THE PROJECT.

B. **Notice of Indemnified Loss.** The County's Indemnified Party shall promptly notify Company of any indemnified Losses or Claim for indemnified Losses in respect of which the County's Indemnified Party may be entitled to indemnification under this Section 11. Such notice shall be given as soon as reasonably practicable after the County's Indemnified Party becomes aware of the Loss or Claim for Losses.

C. **Defense of Third-Party Claims.** In the event any action or proceeding shall be brought against the County's Indemnified Party by reason of any matter for which the County's Indemnified Party is indemnified hereunder, Company shall, upon notice from the County's Indemnified Party or its authorized agents or representatives, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company; provided, however, that Company shall not admit liability in any such matter on behalf of the County's Indemnified Party without the County's express written consent. Nothing herein shall be deemed to prevent the County's Indemnified Party at its election and at its own expense from cooperating with Company and participating in the defense of any litigation by their own counsel. If Company fails to retain defense counsel within ten (10) business days after receipt of County's Indemnified Party written notice that the County's Indemnified Party is invoking its right to indemnification under this Agreement, the County's Indemnified Party shall have the right to retain defense counsel on their own behalf, and Company shall be liable for all usual and customary defense costs incurred by the County's Indemnified Party.

D. **Limitation on Indemnity.** The amount owing to a County Indemnified Party will be the amount of the County Indemnified Party's losses net of any insurance proceeds received by the County Indemnified Party following a reasonable effort by the County Indemnified Party to obtain such insurance proceeds.

Section 12. Miscellaneous

A. **Severability.** The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. **Venue; Governing Law.** Exclusive venue for any action, cause of action, lawsuit, or other proceeding under or in connection with this Agreement shall be and lie in Chambers County, Texas, and the parties hereby submit themselves to

the jurisdiction thereof; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.

C. **Binding Nature of Agreement.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

D. **No Third Party Rights or Benefits.** This Agreement is solely for the benefit of the parties hereto and do not create rights, contractual or otherwise, in other Persons.

E. **Interpretation.** This Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party. Section, subsection, and other headings are for convenience only and shall not be used to interpret this Agreement.

F. **Survival of Terms; Rights and Remedies Cumulative; No Waiver.** All rights. duties, liabilities, and obligations accrued prior to termination shall survive termination or expiration of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.

G. **Counterparts; Electronic Delivery.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered (whether delivered in person, by mail, email, facsimile, or other electronic format) shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

H. **Estoppel Certificate.** Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which will upon request be addressed to a subsequent purchaser or assignee of Company, shall include, but not necessarily be limited to, statements (to the actual knowledge of the party providing such) that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies)

to receive the certificate. The County Judge for the County shall provide any such certificate on behalf of the County.

I. **Payment of Expenses.** Except as otherwise expressly provided in this Agreement, or as covered by the Administration Fee, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement, and (ii) in the event of a dispute between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all attorneys' fees (including a reasonable hourly fee for in-house legal counsel), costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.

J. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the Force Majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such Force Majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

K. **Entire Agreement.** This Agreement constitutes the entire Economic Development Program and Tax Abatement Agreement between the Parties, supersedes any prior understanding or written or oral Economic Development Program and Tax Abatement Agreements or representations between the parties, and can be modified only by written instrument subscribed to by all Parties. Notwithstanding the foregoing provision, this Agreement does not modify, alter, or amend any other agreement or instrument among the County and Company relating to matters other than the abatement of property taxes.

L. **Governmental Immunity; Consent to Suit.** Nothing in this Agreement shall constitute a waiver by the County of its governmental or sovereign immunity. Nothing in this Agreement shall be construed as express or implied consent by the County to being sued.

** * * Signature Page Follows * * **

EXECUTED the 26th day of April, 2016.

CHAMBERS COUNTY, TEXAS

By: _____
Jimmy Sylvia, County Judge

ATTEST:
Heather Hawthorne
Heather Hawthorne, County Clerk

AIR PRODUCTS LLC

By: _____

Name: Charles G. Stinner

Title: Vice President

Exhibit A

CHAPTER 381 ECONOMIC DEVELOPMENT POLICY
CHAMBERS COUNTY, TEXAS

WHEREAS, Chapter 381 of the Texas Local Government Code authorizes Chambers County to develop and administer projects for local economic development, and to encourage commercial activity in the County, and

WHEREAS, Chambers County desires to provide financial incentives to select private businesses that contribute to economic development, and

WHEREAS, Chambers County desires to provide such incentives to projects whose properties are subject to Chambers County *ad valorem* taxes, and

WHEREAS, Chapter 381 can be used in conjunction with tax abatement provided for under Chapter 312 of the Texas Local Government Code or separately as a Chapter 381 Economic Development Agreement, and

WHEREAS, This policy shall not be construed to obligate Chambers County to provide an incentive under Chapter 381 to any applicant; and all applications, requests and/or projects shall be considered on a case-by-case basis;

NOW, THEREFORE, Chambers County Commissioners' Court does adopt this policy to define the Chapter 381 incentives and establish guidelines and criteria by which they will be implemented.

GENERAL CRITERIA

Chambers County may provide Chapter 381 economic development incentives for a business or commercial development project ("Project") if that project:

1. Will enhance the economic vitality of Chambers County;
2. Will result in a net increase or retention of jobs in the County or add to the tax base or will otherwise improve or enhance the economic welfare of the residents or businesses of the County; or
3. Demonstrates the potential to generate revenues to the County which outweigh costs associated with incentives.

In addition, the following criteria must be satisfied:

The Project MUST:

1. Show a clear demonstration of economic benefit through advancement of the County's economic goals which include expanding the tax base, creating quality jobs, increasing private capital investment in the community, spurring development in targeted county locations; or encouraging development of targeted businesses or clusters desirable to enhance the county's economy;

2. Provide evidence that demonstrates the business' financial stability and capacity to complete the project; and
3. Be in compliance with all local, state and federal laws.

In order to receive any Chapter 381 incentives from Chambers County, credible information must be made available by the applicant, including but not limited to capital investment and employment projections, to enable Chambers County to conduct an appropriate analysis of the proposed project at initiation and throughout the life cycle of the Chapter 381 Agreement.

The decision to provide any Chapter 381 economic development incentives will be considered on a case-by case basis, in accordance with the criteria set forth in this policy, and at the discretion of the Chambers County Commissioners Court.

QUALIFICATION CRITERIA

In order to be eligible for Chapter 381 incentives, a Project must meet the following qualifying criteria:

1. Locate within the boundaries of Chambers County.
2. Create or retain a minimum of 5 jobs.
3. Project investment must meet or exceed $500,000.
4. Must maintain ownership of all property for which an incentive is received through the duration of the agreement.
5. Must make sincere efforts to hire local employees, contractors and purchase items used in construction from vendors within Chambers County.

Projects qualifying under these General and Qualifying Criteria will be eligible for Chapter 381 economic development incentives, the percentages and terms for which will be at the sole discretion of the Chambers County Commissioners Court.

APPLICATION / PROPOSAL PROCESS

Applicants seeking a Chapter 381 Economic Development Agreement with Chambers County may do so by submitting a written proposal to the County Judge of Chambers County.

The written proposal shall consist of a project description, general improvements to be undertaken; a general descriptive list of the improvements for which an incentive is requested; a list of the kind, number and location of all proposed improvements of the property; a map and location of all proposed improvements of the property; a map and property description; and a time schedule for undertaking and completing the proposed improvements.

In the case of modernization, a statement of the assessed value of the facility separately stated for real and personal property shall be given for the tax year immediately preceding the proposal. The proposal may require such financial and other information as the participating municipality or County deems appropriate for evaluating the financial capacity and other factors related to the applicant.

Chambers County, not later than 60 days after receipt of the proposal, shall by Commissioners Court order either approve or deny the request at a regularly scheduled meeting.

CHAPTER 381 AGREEMENTS

A complete review of the Project and proposal will be conducted by Chambers County and/or its representatives. Depending on the nature of the Project, the form of incentive provided via Chapter 381 Agreement will be determined.

After approval, Chambers County shall formally pass a Commissioners court order and execute an agreement with the owner of the Project, which shall include the following:

- Project Description
- Percent of Value to Discount
- Terms of Agreement
- Project Milestones and Deadlines
- Assignment Provisions
- Recapture Provisions

An agreement shall be effective on the January 1st valuation date immediately following the execution of the Chapter 381 Agreement and will be conditioned on the completion of specific improvements to real property, job creation and any other factors deemed appropriate by the County.

DRAFT 0416

Exhibit B

Air Products and Chemicals, Inc.
7201 Hamilton Boulevard
Allentown, PA 18195-1501

Tel: 610-481-7425
Fax: 610-481-8555

February 4, 2016

Honorable Judge Jimmy Sylvia
County Judge
Chambers County
404 Washington Avenue
Anahuac, TX 77514

RE: Application for Tax Abatement in Chambers County
by Air Products LLC

Dear Judge Sylvia:

Enclosed please find a property tax abatement application for a proposed new steam methane reformer facility on a 9.524-acre plot at Covestro's site in Baytown, Chambers County. The facility would be built by Air Products LLC, a subsidiary of Air Products and Chemicals, Inc.

We respectfully request consideration by the County to establish a Chapter 381 Economic Development Agreement with the Court, giving effect to a ten (10) year tax abatement, the terms of which to be negotiated consistent with the County's Chapter 381 Economic Development Policy.

The application package includes the following documents:

1. Application for Tax Abatement in Chambers County, TX, by Air Products LLC;
2. A copy of Air Products and Chemicals, Inc.'s 2015 Annual Report;
3. Project description, including major equipment listing;
4. A copy of a survey of the proposed project site dated 7/16/2015;
5. A plot plan of the plant on the site; and
6. An aerial photograph of the site.

Air Products and Chemicals, Inc.'s annual report is based on consolidated financial statements that include figures for Air Products LLC. The application form is completed using Air Products LLC's information that was gathered internally, which is not provided as a separate item in the annual report.

The facility will be designed to supply hydrogen, carbon monoxide, and steam to Covestro while also supplying hydrogen and carbon monoxide to Air Products' existing pipeline network for sale to other local customers.

The project should take approximately 2 years to complete, and will create approximately 550 construction jobs and 11 new full-time jobs.

The total cost of the facility is estimated to be $339,306,065.

We greatly appreciate your time and consideration in reviewing our application for abatement for this project. If you have any questions, please contact me at 610-481-7425.

Respectfully,
AIR PRODUCTS AND CHEMICALS, INC.

Rick Trinkle
Manager, Property Tax

Enclosures

APPLICATION FOR TAX ABATEMENT IN CHAMBERS COUNTY, TX

This application should be filed at least 90 days prior to the proposed date for beginning of construction or the installation of fixed machinery and equipment. **Projects that have begun construction (including earthwork) prior to County approval of final contracts are ineligible.** The filing of this document acknowledges familiarity and conformance with Guidelines and Criteria for Tax Abatement in Chambers County (attached). This application will become part of the agreement and any knowingly false representations will be grounds to void the agreement. Original copy of this request should be submitted to the County Judge Jimmy Sylvia, 404 Washington Avenue, P. O. Box 939, Anahuac, Texas 77514 if the property is located outside the corporate limits of a municipality. If the property is within the corporate limits of a municipality, the application should be submitted to the city manager of the municipality or city administrator. Note: Approval of this application is only 1 step in securing tax abatement. The applicant must provide other legal documents.

Upon approval, the applicant must maintain membership in the Baytown-West Chambers County Economic Development Foundation, commencing the date of agreement and extending for the term of this agreement, at the standard rate for similar size companies as established by the Foundation.

APPLICANT INFORMATION **Date: February 4, 2016**

Company Name: AIR PRODUCTS LLC
Address: 7201 HAMILTON BLVD, ATTN TAX DEPT
City: ALLENTOWN State: PA Zip-Code: 18195

APPLICANT MUST SUBMIT ANNUAL REPORT. (See instructions).

Number of Employees: 256
Annual Sales: $630,954,003
Corporation: ☒ Partnership: ☐ Proprietorship: ☐

PROJECT INFORMATION

Type of Facility
See Instructions

☒ Manufacturing Facility
☐ Wholesale Distribution Facility
☐ Research Facility
☐ Service Facility
☐ Entertainment & Recreation Facility
☐ Other Basic Industry

Proposed Project Location Address and Legal Description:
7714 WEST BAY RD., BAYTOWN, TX 77523
Attach map and/or aerial showing proposed site

Jurisdictions:
School District GOOSE CREEK CONSOLIDATED ISD
College District LEE COLLEGE
City or Town CITY OF BAYTOWN ETJ

Describe Product or Service

Project Description:

Attach narrative(s) fully explaining the project, describe existing site and proposed improvements and provide list of improvements and fixed machinery and equipment for which abatement is requested.

☒ NEW PLANT ☐ EXPANSION ☐ MODERNIZATION

ECONOMIC INFORMATION

Construction Estimates:

Start Month/Year	4/2016	Construction Man Years	450
Completion Date	3/2018	Peak Construction Jobs	550

If Modernization:

Estimated Economic Life of Existing Plant _____Years
Added Economic Life from Modernization _____Years

Permanent Employment Estimates (PEE'S)

Current Plant Employment 0
Number of Plant Jobs ☐ Retained or ☒ Created
At start/opening 11 in year 2018
5 years into operation 11 in year 2023

Estimated Appraised Value on Site

	Personal	Improvements	Land
Value January 1 Preceding Abatement Agreement:	0	0	$1,244,600
Est. Value of Improvements:	$291,344,684	$47,961,381	N/A
Est. Value of Abated Properties After Abatement Expires:	$209,768,172	$47,961,381	N/A
Value upon Completion of Project – Personal Property and Project Improvements Not Subject To Abatement:	0	0	$1,244,600

ECONOMIC INFORMATION

Permanent Employment Estimates – In estimating the permanent employment, include the total number of jobs retained or created at this site by your firm as well as known permanent jobs of service contractors required for operation.

Estimated Appraised Value on Site – The value January 1st preceding abatement should be the value established by the Chambers County Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base of at least five hundred thousand dollars ($500,000.00) after the period of abatement expires. Projections of value should be a "best estimate" based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project-related improvements such as office space in excess of that used for plant administration, housing, etc.

VARIANCE

Is the applicant seeking a variance under Section 4 (e) of the guidelines? ☐ YES ☒ NO
If "YES", attach required supplementary information.

OTHER ABATEMENTS. Has the company made application for abatement for this project to other taxing jurisdictions or nearby counties? ☒YES ☐NO. If "YES" please provide dates of application, hearing dates if held or scheduled, name of jurisdictions and contacts, and letter of intent.

COMPANY REPRESENTATIVE TO BE CONTACTED:

NAME: RICK TRINKLE

Signature of Company Official

TITLE: MANAGER, PROPERTY TAX CHARLES G. STINNER, VICE PRESIDENT
Name & Title of Company Official

ADDRESS: 7201 HAMILTON BLVD, ATTN TAX DEPT
CITY: ALLENTOWN STATE: PA ZIP-CODE: 18195
TELEPHONE: 610-481-7425

INSTRUCTIONS

Applicant and projects must meet the requirements established in the Guidelines and Criteria (attached) in order to receive positive consideration. Section 3 of the Guidelines, for example, sets out improvements, terms and economic qualifications. Conformance with all sections, however, is required for eligibility.

APPLICANT INFORMATION

The taxing unit may consider applicant's financial capacity in determining whether to enter into an abatement agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the application a copy of their latest annual report to stockholders. Other applicants and new companies should attach a statement showing when the company was established; business references (name, contact and telephone number of principal bank, accountant and attorney) and may be required to submit an audited financial statement and business plan.

PROJECT INFORMATION

Only facilities listed in Section 3(a) of the Guidelines may receive abatement without applying for a variance. Check guideline definitions in Section 2 to confirm project qualification.

Project Description

Air Products LLC proposes to engineer, construct, and operate a Steam Methane Reformer (SMR) plant within the bounds of the existing Covestro facility at 7714 West Bay Rd, Baytown, TX 77523. The SMR will be designed to supply Hydrogen (H2), Carbon Monoxide (CO), and Steam to Covestro with a small amount of H2 and CO to be supplied to Air Products' existing pipeline network for sale to other local customers.

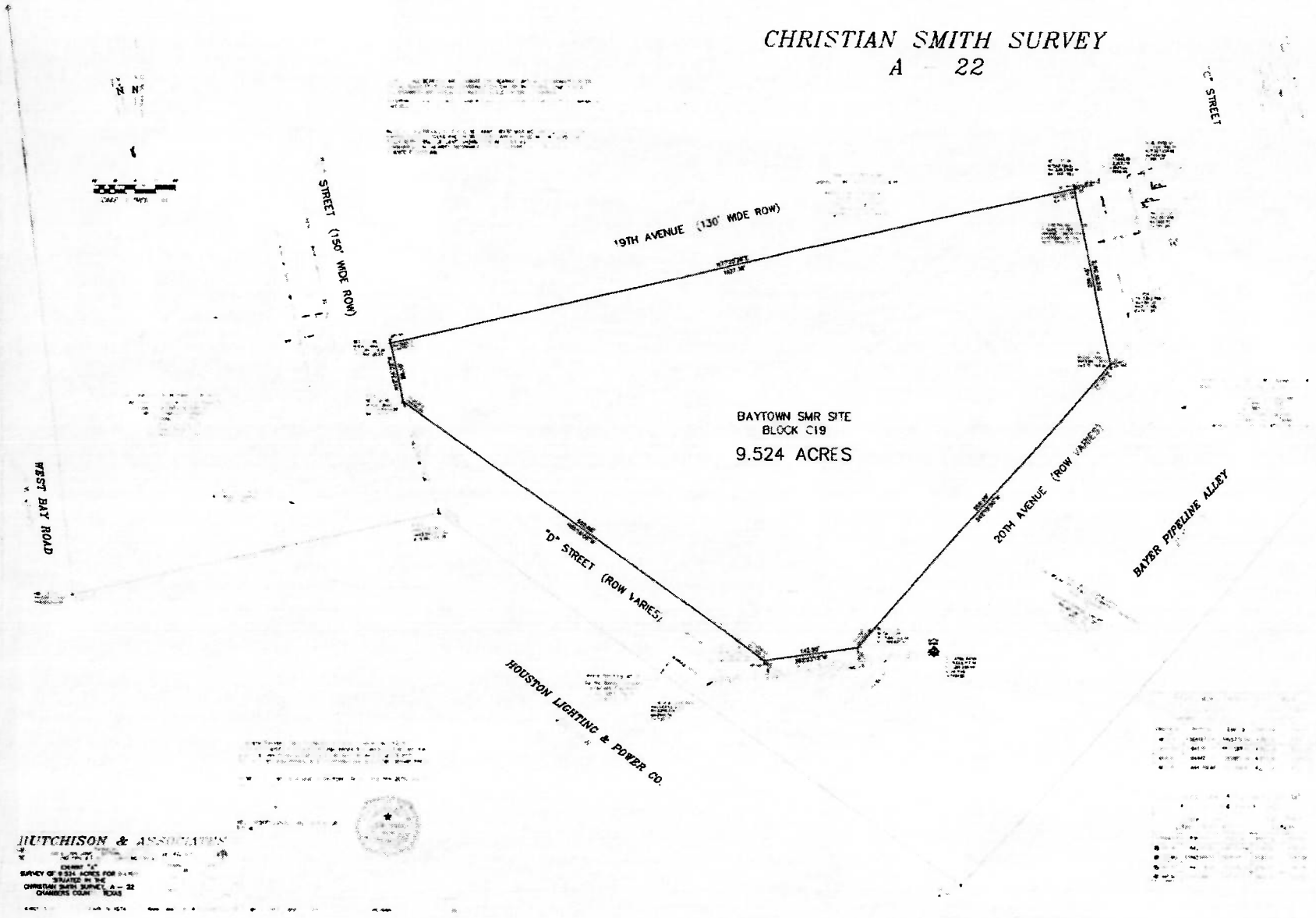
The site, as shown in the attached aerial and plot plan, is currently an undeveloped parcel of 9.524 acres of land within the Covestro facility that will be leased to Air Products. Air Products will be performing the following major areas of work to develop this site:

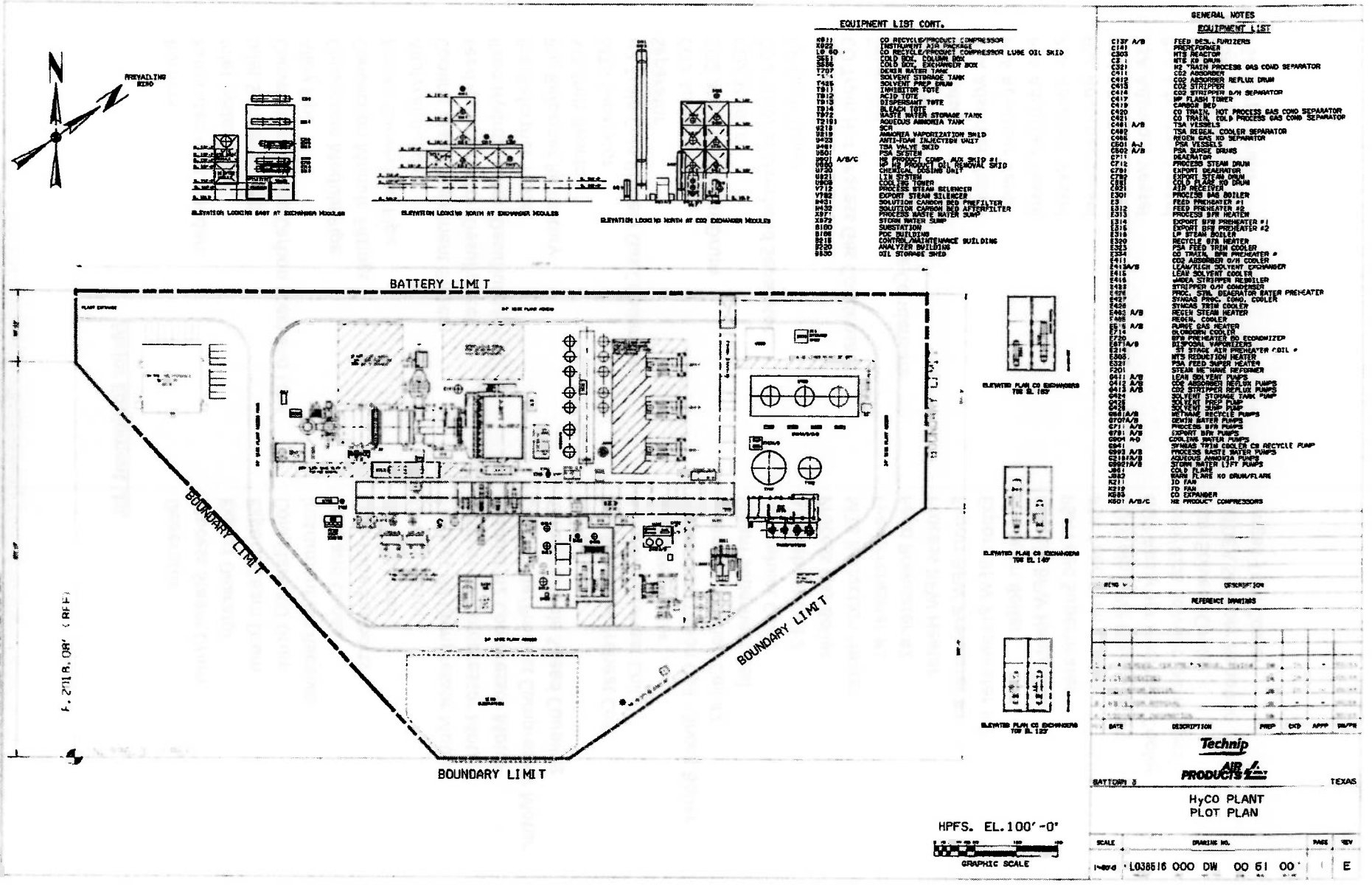
- Site Preparation
- Piling Installation
- Foundations and Undergrounds
- Mechanical Work
- Electrical and Instrumentation Work
- Insulation

In addition to the SMR facility, a control building will be erected on the west side of the plot to house the personnel and equipment necessary to operate and maintain the plant.

Attached is a list of major equipment that will be installed at this facility. The total estimated cost of this project is $339,306,065.


Trejo Estate
Red Cedar
Hunters Ridge
Baytown 3 Location
W Bay Rd
W Bay Exit
1405
© 2015 Google
Imagery Date: 10/3/2014


CHRISTIAN SMITH SURVEY
A 22
N
"C" STREET
STREET (150' WIDE ROW)
19TH AVENUE (130' WIDE ROW)
BAYTOWN SMR SITE
BLOCK C19
9.524 ACRES
WEST BAY ROAD
"D" STREET (ROW VARIES)
20TH AVENUE (ROW VARIES)
BAYER PIPELINE ALLEY
HOUSTON LIGHTING & POWER CO.
HUTCHISON & ASSOCIATES



EQUIPMENT LIST CONT.

K811		CO RECYCLE/PRODUCT COMPRESSOR
K822		INSTRUMENT AIR PACKAGE
L0 80		CO RECYCLE/PRODUCT COMPRESSOR LUBE OIL SKID
S851		COLD BOX, COLUMN BOX
S856		COLD BOX, EXCHANGER BOX
T797		DEMIN WATER TANK
T*1		SOLVENT STORAGE TANK
T*85		SOLVENT PREP DRUM
T811		INHIBITOR TOTE
T812		ACID TOTE
T813		DISPERSANT TOTE
T814		BLEACH TOTE
T872		WASTE WATER STORAGE TANK
T2181		AQUEOUS AMMONIA TANK
V218		SCR
V819		AMMONIA VAPORIZATION SKID
W428		ANTI-FOAM INJECTION UNIT
W481		TSA VALVE SKID
W601		PSA SYSTEM
W701	A/B/C	HS PRODUCT COMP. AUX SKID #1
W850		HP H2 PRODUCT CO2 REMOVAL SKID
W720		CHEMICAL DOSING UNIT
W821		LIB SYSTEM
W809		COOLING TOWER
Y712		PROCESS STEAM SILENCER
Y782		EXPORT STEAM SILENCER
B401		SOLUTION CARBON BED PREFILTER
B432		SOLUTION CARBON BED AFTERFILTER
Z577		PROCESS WASTE WATER SUMP
X879		STORM WATER SUMP
B100		SUBSTATION
B198		PCC BUILDING
B818		CONTROL/MAINTENANCE BUILDING
B220		ANALYZER BUILDING
B830		OIL STORAGE SHED

GENERAL NOTES

EQUIPMENT LIST

C137	A/B	FEED DESULFURIZERS
C181		PREREFORMER
C303		MTS REACTOR
C3**		MTS K9 DRUM
C321		H2 TRAIN PROCESS GAS COND SEPARATOR
C411		CO2 ABSORBER
C412		CO2 ABSORBER REFLUX DRUM
C413		CO2 STRIPPER
C414		CO2 STRIPPER O/H SEPARATOR
C417		MP FLASH TOWER
C419		CARBON BED
C420		CO TRAIN, HOT PROCESS GAS COND SEPARATOR
C421		CO TRAIN, COLD PROCESS GAS COND SEPARATOR
C481	A/B	TSA VESSELS
C482		TSA REGEN. COOLER SEPARATOR
C486		REGEN GAS KO SEPARATOR
E601	A-J	PSA VESSELS
E602	A/B	PSA SURGE DRUMS
C711		DEAERATOR
C712		PROCESS STEAM DRUM
C781		EXPORT DEAERATOR
C782		EXPORT STEAM DRUM
C881		COLD PLANT KO DRUM
C831		AIR RECEIVER
E301		PROCESS GAS BOILER
E3		FEED PREHEATER #1
E312		FEED PREHEATER #2
E313		PROCESS BFW HEATER
E314		EXPORT BFW PREHEATER #1
E315		EXPORT BFW PREHEATER #2
E318		LP STEAM BOILER
E320		RECYCLE BFW HEATER
E323		PSA FEED TRIM COOLER
E354		CO TRAIN, BFW PREHEATER #
E411		CO2 ABSORBER O/H COOLER
E413	A/B	LEAN/RICH SOLVENT EXCHANGER
E416		LEAN SOLVENT COOLER
E416		AMINE STRIPPER REBOILER
E418		STRIPPER O/H CONDENSER
E426		PROC. STM. DEAERATOR WATER PREHEATER
E427		SYNGAS PROC. COND. COOLER
E428		SYNGAS TRIM COOLER
E482	A/B	REGEN STEAM HEATER
E485		REGEN. COOLER
E5*5	A/B	PURGE GAS HEATER
E714		BLOWDOWN COOLER
E720		BFW PREHEATER/ CO ECONOMIZER
E731	A/B	PROCESS BFW VAPORIZERS
E314		ST STAGE AIR PREHEATER /OIL #
E808		MTS REDUCTION HEATER
E321		PSA FEED SUPER HEATER
F201		STEAM METHANE REFORMER
G411	A/B	LEAN SOLVENT PUMPS
G412	A/B	CO2 ABSORBER REFLUX PUMPS
G413	A/B	CO2 STRIPPER REFLUX PUMPS
G414		SOLVENT STORAGE TANK PUMP
G438		SOLVENT PREP PUMP
G439		SOLVENT SUMP PUMP
G881	A/B	METHANE RECYCLE PUMPS
G707	A/B	DEMIN WATER PUMPS
G711	A/B	PROCESS BFW PUMPS
G791	A/B	EXPORT BFW PUMPS
G804	A-D	COOLING WATER PUMPS
G841		SYNGAS TRIM COOLER CO RECYCLE PUMP
G893	A/B	PROCESS WASTE WATER PUMPS
G2181	A/B	AQUEOUS AMMONIA PUMPS
G9921	A/B	STORM WATER LIFT PUMPS
UM1		COLD FLARE
U882		WARM FLARE KO DRUM/FLARE
K211		ID FAN
K212		FD FAN
K888		CO EXPANDER
K801	A/B/C	N2 PRODUCT COMPRESSORS

REV'D	DESCRIPTION

REFERENCE DRAWINGS

DATE	DESCRIPTION	PREP	CKD	APP'D	SUPR

Technip

AIR PRODUCTS

BATTERY 3 — TEXAS

HyCO PLANT
PLOT PLAN

SCALE	DRAWING NO.	PAGE	REV
1"=0'-0"	L038616 000 DW 00 61 00		E

Major Equipment List

Burners
Fabricated Inlet Headers
Inlet System Pipe
Inlet System Fittings
Convection Module Carbon Steel and Low Alloy Pipe
Convection Module Pipe
Convection Module Fittings
Finned Convection Pipe
Analyzer Building
Cooling Water Treatment System
Feed Hydrogenator/Desulfurizer
Feed Hydrogenator/Desulfurizer
Pre-Reformer Vessel
Pre-Reformer Refractory
MT Shift Reactor
MTS Separator
H2 Train Cold Process Gas Condensate Separator
CO2 Absorber
CO2 Absorber Reflux Drum
CO2 Stripper
CO2 Stripper Overhead Separator
HP Flash Tower
Carbon Bed
CO Train Hot Process Gas Condensate Separator
CO Train Cold Process Gas Condensate Separator
PSA Adsorber Vessel
PSA Adsorber Vessel
PSA Adsorber Vessel
PSA Adsorber Vessel
PSA Adsorber Vessel
PSA Adsorber Vessel
PSA Adsorber Vessel
PSA Adsorber Vessel
PSA Adsorber Vessel
PSA Adsorber Vessel
PSA Surge Drum
PSA Surge Drum
Deaerator
Process Steam Drum
Export Dearator
Export Steam Drum
Cold Flare KO Drum
Instrument Air Receiver
Tees and Cones
Cast Tube Supports
ID Fan Motor
FD Fan Motor
Product H2 Compressor Motor
Product H2 Compressor Motor
Product H2 Compressor Motor
CO Recycle/Product Compressor Motor
ID Fan Variable Speed Coupling
Preheat Coil
Pre-Reformer Preheat Coil
Reformer Preheat Coil
BFW Preaheater
Steam Generation Coil - Shock Boiler
Steam Generation Coil #2
Steam Superheat Coil
Air Preheat Coil 1
Air Preheat Coil 2
Process Gas Boiler
MTS Reduction Heater
Feed Preheater #1
Feed Preheater #2
Process BFW Heater
Export BFW Preheater #1
Export BFW Preaheater # 2
LP Steam Boiler
Recycle BFW Heater
PSA Feed Superheater
PSA Feed Trim Cooler
CO Train BFW Preheater #1
CO2 Absorber Overhead Cooler
Lean/Rich Solvent Exchangers
Lean Solvent Cooler
aMDEA Stripper Reboiler
Syngas Trim Cooler

Stripper Overhead Condenser
Deaerator Water Preheater
Syngas Process Condensate Cooler
BFW Purge Gas Heater A
Continuous Blowdown Cooler B
Blowdown Economizer
Disposal Vaporizer
Catalyst Tube Assemblies
Cast Observation Doors
Spring Hangers
Expansion Joints
Inlet Pigtail Bending
Slide Plates
Transfer Line Assembly
Ceramic Fiber
Demin Pumps
Lean Solvent Pumps
CO2 Absorber Reflux Pumps
CO2 Stripper Reflux Pumps
Solvent Storage Tank Pump
Solvent Make-up Pump
Solvent Sump Pump
Syngas Trim Cooler Cooling Water Recycle Pump
Methane Recycle Pumps
Process BFW Pump
Process BFW Pump
Export BFW Pump
Export BFW Pump
Cooling Water Pumps
Waste Water Pump
Process Wastewater Pumps
Storm Water Lift Pump
Cold Flare
Warm Flare
ID Fan
FD Fan
Expander
Product H2 Compressor (Includes C6011, C6012, C6021, C6022 Snubbers and Lube Oil Skid)
Product H2 Compressor (Includes C6011, C6012, C6021, C6022 Snubbers and Lube Oil Skid)
Product H2 Compressor (Includes C6011, C6012, C6021, C6022 Snubbers and Lube Oil Skid)
CO Recycle/Product Compressor
Tubing and Magnets
Outlet Manifolds
13.8V to 4160 V Transformer
4160V to 480V Transformer
PDC Building
Med Voltage Cable
Cold Box
Ammonia Tank
Solvent Storage Tank
Solvent Prep Drum
Ammonia Injection System
Anti-Foam Injection Skid
PSA Skids
PSA Skids
PSA Skids
BFW Chemical Dosing Unit
Solution Carbon Bed Pre-filter
Solution Carbon Bed Afterfilter
Cooling Tower Equipment (Field Erected)
Instrument Air System
Skidded Silencers
Pulsco Vent Silencer
Export Steam Silencer
Waste Water Sump w/ oily water separator
Storm Water Sump
CEMS Unit
DCS Cabinets - Field Mounted
DCS Cabinets - Shop Mounted
Lube Oil Skid

Catalyst and Adsorbent

C137A/B Catalyst - JM 33-1
C141 Catalyst - CRG-LH-R
C303 Catalyst - JM 83-6
F201 Catalyst - Top Layer - JM 57-4MQ
F201 Catalyst - Bottom Layer - JM 23-4MQ
Catalyst - AL203 Support Balls (First Charge)
Catalyst - Ceramic (First Charge)
SCR CATALYST MODULES
PSA Adsorbent - Activated Carbon
PSA Adsorbent - Mole Sieve 5A
PSA Adsorbent - Adsorbent Alumina
TSA Adsorbent
Internals for Process Vessels

TSA System

TSA Vessel
TSA Vessel
Regen Gas KO Separator
TSA Regeneration Steam Heater
TSA Regeneration Cooler
TSA Valve Skid including Switch Valves, Regen Heater, and Regen Cooler
TSA Adsorber Internal Afterfilter

Structural Steel and Ductwork

Radiant Steel - Walls
Radiant Steel - Floors
Radiant Steel - Arches
Radiant Box Support Structure
Radiant Transition Duct Support
Miscellaneous Platforms - Combustion Area
Convection Area Piperack Steel
Convection Module Support
ID Fan Support
Crossover Duct Support
Combustion Air Duct Support
Cold Air Duct/FD Fan Support
Penthouse Steel - Roof Truss
Steam Drum Support
Miscellaneous Platforms - Convection Area
Penthouse Secondary Steel
C711/C781 Deaerator Platforms
C137A/B Desulfurizer Platform
DCS Shelters
Utility Pipe Rack
PSA Pipe Rack
Misc. Supports - Utility Area
Misc. Supports - NH3 Vaporizer
Misc. Supports - Compressor Area
Misc. Supports - PSA Area
Refractory and Brick
COMBUSTION AIR DUCTS #1 & #2
COMBUSTION AIR MANIFOLD DUCT
Crossover Ducts
COLD AIR DUCTS #1 - #9
Transition Ducts
ID Fan Inlet/Outlet Duct
PREHEAT AIR DUCT & BY-PASS DUCT
Burner DOWN COMERS DUCT
Finger Ducts
Refractory for Ductwork
Flue Gas Stack & Ducks

Modules

SMR Heat Recovery Module (E714/E720)
SMR Heat Recovery Module (E315)
SMR Heat Recovery Module (Piping)
SMR Heat Recovery Module (E323)
SMR Heat Recovery Module (E313)
SMR Heat Recovery Module (E314)
Battery Limit Module
Battery Limit Module
Piperack Module
Piperack Module
Piperack Module
Piperack Module
Piperack Module
Piperack Module
Piperack Module
Piperack Module
Piperack Module
Piperack Module
BFW Pump Modules
G411 Pump Module
G412/G413 Pump Module
G707 Pump Module
CO Heat Recovery Module (E312)
CO Heat Recovery Module (E411)
CO Heat Recovery Module (E428)
CO Heat Recovery Module (E416)
CO Heat Recovery Module (E334)
CO Heat Recovery Module (E423)
Fuel Gas Module
Fuel Gas Module
Mixing Tee Module A (Lower)
Mixing Tee Module B (Upper)
Compressor Auxiliary Module A
Compressor Auxiliary Module B
Compressor Auxiliary Module C