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## **FORM 10-K**

**HUDSON TECHNOLOGIES INC /NY - HDSN**

**Filed: March 05, 2009 (period: December 31, 2008)**

Annual report with a comprehensive overview of the company

UNITED STATES

Securities and Exchange Commission

Washington, D.C. 20549

Form 10-K

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2008

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 1-13412

Hudson Technologies, Inc.

(Exact name of registrant as specified in its charter)

New York

(State or Other Jurisdiction of Incorporation or Organization)

13-3641539

(I.R.S. Employer Identification No.)

P.O. Box 1541

One Blue Hill Plaza

Pearl River, New York

(Address of Principal Executive Offices)

10965

(Zip Code)

Registrant's telephone number, including area code

(845) 735-6000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Common stock, \$.01 par value

Name of each Exchange on which Registered

The NASDAQ Stock Market LLC (NASDAQ Capital Market)

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act [ ] Yes [x] No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Exchange Act [ ] Yes [x] No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. [X] Yes [ ] No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer", and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer [ ] Accelerated filer [ ]

Non-accelerated filer [ ] (Do not check if a smaller reporting company) Smaller reporting company [x]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). [ ] Yes [X] No

The aggregate market value of registrant's common stock held by non-affiliates at June 30, 2008 was approximately \$26,579,000. As of February 26, 2009 there were 19,424,533 shares of the registrant's common stock outstanding .

Documents incorporated by reference: **None**

## Hudson Technologies, Inc.

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### Part I

#### Item 1. Business

##### **General**

Hudson Technologies, Inc., incorporated under the laws of New York on January 11, 1991, is a refrigerant services company providing innovative solutions to recurring problems within the refrigeration industry. The Company's products and services are primarily used in commercial air conditioning, industrial processing and refrigeration systems, and include (i) refrigerant sales, (ii) refrigerant management services consisting primarily of reclamation of refrigerants and (iii) RefrigerantSide® Services performed at a customer's site, consisting of system decontamination to remove moisture, oils and other contaminants. In addition, RefrigerantSide® Services include predictive and diagnostic services for industrial and commercial refrigeration applications, which are designed to predict potential catastrophic problems and identify inefficiencies in an operating system. The Company's Chiller Chemistry®, Chill Smart®, Fluid Chemistry™ and Performance Optimization are predictive and diagnostic service offerings. The Company operates through its wholly-owned subsidiary, Hudson Technologies Company. Unless the context requires otherwise, references to the "Company", "Hudson", "we", "us", "our", or similar pronouns refer to Hudson Technologies, Inc. and its subsidiaries.

The Company's executive offices are located at One Blue Hill Plaza, Pearl River, New York and its telephone number is (845) 735-6000.

## Industry background

The production and use, in the United States, of refrigerants containing hydrochlorofluorocarbons ("HCFCs"), the most commonly used refrigerants, and chlorofluorocarbons ("CFCs") are subject to extensive and changing regulation under the Clean Air Act, as amended (the "Act"). The Act, which was amended during 1990 in response to evidence linking the use of CFCs and damage to the earth's ozone layer, prohibits any person in the course of maintaining, servicing, repairing and disposing of air conditioning or refrigeration equipment, to knowingly vent or otherwise release or dispose of ozone depleting substances used as refrigerants. That prohibition also applies to substitute, non-ozone depleting refrigerants. The Act also requires the recovery of refrigerants used in residential, commercial and industrial air conditioning and refrigeration systems, and, effective January 1, 1996, prohibited production of CFC refrigerants and limited the production of HCFC refrigerants. Additionally, effective January 2004, the Act further limited the production of HCFC refrigerants, and federal regulations were enacted which impose limitations on the importation of certain virgin HCFC refrigerants. Under the Act, production of certain HCFC refrigerants is scheduled to be phased out by the year 2020, and production of all HCFC refrigerants is scheduled to be phased out by 2030. Under the Act, owners, operators and companies servicing cooling equipment are responsible for the integrity of the systems, regardless of the refrigerant being used, and for the responsible management of refrigerant.

## Products and Services

From its inception, the Company has sold refrigerants, and has provided refrigerant reclamation and management services that are designed to preserve refrigerants, thereby protecting the environment from ozone depletion. The reclamation process allows the refrigerant to be reused thereby eliminating the need to destroy or manufacture additional refrigerant and eliminating the corresponding impact to the environment associated with the destruction and manufacturing. Today, these offerings represent most of the Company's revenues. For the past several years, the Company has created alternative solutions to reactive and preventative maintenance procedures that are performed on commercial and industrial refrigeration systems. These services, known as RefrigerantSide® Services, compliment the Company's refrigerant sales and refrigerant reclamation and management services. In addition, the Company has developed Performance Optimization services that identify inefficiencies in the operation of air conditioning and refrigeration systems and assists companies to improve the efficiency of their systems and save energy.

### *RefrigerantSide® Services*

The Company provides decontamination and recovery services that are performed at a customer's site through the use of portable, high volume, high-speed proprietary equipment, including its patented Zugibeast®. Certain of these RefrigerantSide® Services, which encompass system decontamination, and refrigerant recovery and reclamation are also proprietary and are covered by process patents.

In addition to the decontamination and recovery services previously described, the Company also provides predictive and diagnostic services for its customers. The Company offers diagnostic services that are intended to predict potential problems in air conditioning and refrigeration systems before they occur. The Company's Chiller Chemistry® offering integrates several fluid tests of an operating system and the corresponding laboratory results into an engineering report providing its customers with an understanding of the current condition of the fluids, the cause for any abnormal findings and the potential consequences if the abnormal findings are not remediated. Fluid Chemistry™, an abbreviated version of, the Company's Chiller Chemistry® offering, is designed to quickly identify systems that require further examination. ChillSmart® combines the diagnostic information of Chiller Chemistry® with a

detailed performance evaluation for an operating refrigeration system and recommendations for eliminating any inefficiencies that may have been discovered.

In 2003, the Company was awarded a United States patent for its Performance Optimization System, which is a system for measuring, modifying and improving the efficiency of energy systems, including air conditioning and refrigeration systems, in industrial and commercial applications. Hudson's Performance Optimization Services are able to identify specific inefficiencies in the operation of refrigeration systems and, when used with Hudson's RefrigerantSide® Services, can increase the efficiency of the operating systems thereby reducing energy usage and costs. These inefficiencies require power generating companies to produce more energy and, in many instances increase carbon dioxide ("CO<sub>2</sub>") emissions to produce the excess energy. Consequently, not only is Hudson's reclamation system beneficial to the environment, but Hudson's Performance Optimization Services recommendations are also designed to achieve an overall reduction in CO<sub>2</sub> emissions. The Company's Performance Optimization Services have allowed the Company to become an Energy Star® Service and Product Provider Partner. The Company's Performance Optimization System can be customized to a particular customer's refrigeration system, such as at an industrial facility that utilizes refrigeration in its manufacturing processes, or offered as a stand alone product that can be used with air conditioning and packaged refrigeration systems, such as a comfort cooling application in large office buildings. When the

Company combines its Performance Optimization System with its Chiller Chemistry® the Company calls this combined offering ChillSmart®.

### *Refrigerant Sales*

The Company sells reclaimed and virgin (new) refrigerants to a variety of customers in various segments of the air conditioning and refrigeration industry. Virgin, non-CFC refrigerants, including HCFC refrigerants, are purchased by the Company from several suppliers and resold by the Company, typically at wholesale. The Company continues to sell reclaimed CFC based refrigerants, which are no longer manufactured. The Company regularly purchases used or contaminated refrigerants, some of which are CFC based, from many different sources, which refrigerants are then reclaimed using the Company's high volume proprietary reclamation equipment, the Zugibeast® system, and resold by the Company.

### *Refrigerant Management Services*

The Company provides a complete offering of refrigerant management services, which primarily include reclamation of refrigerants, laboratory testing, through the Company's laboratory, which has been certified by the Air Conditioning, Heating and Refrigeration Institute, formerly the Air Conditioning and Refrigeration Institute, ("ARI") banking (storage) services tailored to individual customer requirements. Hudson also separates "crossed" (i.e. commingled) refrigerants and provides re-usable cylinder repair and hydrostatic testing services.

### **Hudson's Network**

Hudson operates from a network of facilities located in:

Auburn, Washington	--RefrigerantSide® Service depot
Baton Rouge, Louisiana	--RefrigerantSide® Service depot
Champaign, Illinois	--Reclamation and separation of refrigerants and cylinder refurbishment center;
	RefrigerantSide® Service depot
Charlotte, North Carolina	--RefrigerantSide® Service depot
Orangeburg, New York	--RefrigerantSide® Service depot
Pearl River, New York	--Company headquarters and administrative offices
Pottsville, Texas	--Telemarketing office
Raymond, New Hampshire	--Telemarketing office

### **Strategic Alliances**

The Company believes that the international market for refrigerant reclamation, sales and services is equal in size to the United States market for those sales and services. In furtherance of the Company's efforts to expand its presence outside the United States, in June 2003, the Company entered into an exclusive global technology and marketing agreement with The Linde Group ("Linde"), formerly the BOC Group, a worldwide industrial gases, vacuum technologies and distribution services company that serves two million customers in more than 50 countries. Under the agreement, the Company has licensed its RefrigerantSide® Services technology to Linde, and the Company has agreed to enter into separate supplemental agreements with certain Linde affiliate companies, pursuant to which the Company will license its RefrigerantSide® Services technology and the use of its related proprietary equipment to each Linde affiliate in return for (i) a license fee payable to the Company by the Linde affiliate in annual installments during the course of such supplemental agreement and (ii) royalty payments to the Company based on revenues derived by the Linde affiliate from the performance of RefrigerantSide® Services and other sales licensed from the Company. The arrangement is specifically aimed at marketing and developing the Company's RefrigerantSide® and other performance optimization services in over 20 countries outside

the United States. Currently, the Company has executed two separate supplemental agreements with Linde affiliates covering the United Kingdom and the Republic of South Africa. The agreement with Linde is, and each supplemental agreement with a Linde affiliate will be, for an initial term of seven years and may be further extended for an initial period of three years and thereafter on an open-ended basis unless earlier terminated.

### **Suppliers**

The Company's financial performance and its ability to sell refrigerants is in part dependent on its ability to obtain sufficient quantities of virgin, non-CFC based refrigerants, and of reclaimable CFC and non-CFC based, refrigerants from manufacturers, wholesalers, distributors, bulk gas brokers and from other sources within the air conditioning, refrigeration and automotive aftermarket industries, and on corresponding demand for refrigerants. The Company's refrigerant sales include CFC based refrigerants, which are no longer manufactured. Additionally, the Company's refrigerant sales include non-CFC based refrigerants, including HCFC refrigerants, which are the most widely used refrigerants. Effective January 1, 1996, the Act limits the production of HCFC refrigerants, which production was further limited in January 2004. Federal regulations enacted in January 2004 also imposed limitations on the importation of certain HCFC refrigerants. Under the Act, production of certain HCFC refrigerants is scheduled to be phased out by the year 2020 and production of all HCFC refrigerants is scheduled to be phased out by the year 2030. The limitations imposed by and under the Act may limit supplies of virgin refrigerants for the foreseeable future or cause a significant increase in the price of virgin HCFC refrigerants. To the extent the Company is unable to source sufficient quantities of virgin or reclaimable refrigerants in the future, or resell refrigerants at a profit, the Company's financial condition and results of operations would be materially adversely affected.

### **Customers**

The Company provides its services to commercial, industrial and governmental customers, as well as to refrigerant wholesalers, distributors, contractors and to refrigeration equipment manufacturers. Agreements with larger customers generally provide for standardized pricing for specified services.

For the year ended December 31, 2008, no one customer accounted for more than 10% of the Company's revenues. For the year ended December 31, 2007, one customer accounted for approximately 12%, of the Company's revenues.

## Marketing

Marketing programs are conducted through the efforts of the Company's executive officers, Company sales personnel, and third parties. Hudson employs various marketing methods, including direct mailings, technical bulletins, in-person solicitation, print advertising, response to quotation requests and the internet through the Company's website ([www.hudsonotech.com](http://www.hudsonotech.com)). Information in the Company's website is not part of this report.

The Company's sales personnel are compensated on a combination of a base salary and commission. The Company's executive officers devote significant time and effort to customer relationships.

## Competition

The Company competes primarily on the basis of the performance of its proprietary high volume, high-speed equipment used in its operations, the breadth of services offered by the Company, including proprietary RefrigerantSide® Services and other on-site services, and price, particularly with respect to refrigerant sales.

The Company competes with numerous regional and national companies that market reclaimed and virgin refrigerants and provide refrigerant reclamation services. Certain of these competitors possess greater financial, marketing, distribution and other resources for the sale and distribution of refrigerants than the Company and, in some instances, serve a more extensive geographic area than the Company.

Hudson's RefrigerantSide® Services provide new and innovative solutions to certain problems within the refrigeration industry and, as such, the demand and market acceptance for these services are subject to uncertainty. Competition for these services primarily consists of traditional methods of solving the industry's problems. The Company's marketing strategy is to educate the marketplace that its alternative solutions are available and that RefrigerantSide® Services are superior to traditional methods. The market acceptance for these services is subject to uncertainty.

## Insurance

The Company carries insurance coverage that it considers sufficient to protect the Company's assets and operations. The Company currently maintains general commercial liability insurance and excess liability coverage for claims up to \$7,000,000 per occurrence

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and \$8,000,000 in the aggregate. The Company attempts to operate in a professional and prudent manner and to reduce potential liability risks through specific risk management efforts, including ongoing employee training.

The refrigerant industry involves potentially significant risks of statutory and common law liability for environmental damage and personal injury. The Company, and in certain instances, its officers, directors and employees, may be subject to claims arising from the Company's on-site or off-site services, including the improper release, spillage, misuse or mishandling of refrigerants classified as hazardous or non-hazardous substances or materials. The Company may be held strictly liable for damages, which could be substantial, regardless of whether it exercised due care and complied with all relevant laws and regulations.

Hudson maintains environmental impairment insurance of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, for events occurring subsequent to November 1996.

## Government Regulation

The business of refrigerant sales, reclamation and management is subject to extensive, stringent and frequently changing federal, state and local laws and substantial regulation under these laws by governmental agencies, including the United States Environmental Protection Agency ("EPA"), the United States Occupational Safety and Health Administration and the United States Department of Transportation.

Among other things, these regulatory authorities impose requirements which regulate the handling, packaging, labeling, transportation and disposal of hazardous and non-hazardous materials and the health and safety of workers, and require the Company and, in certain instances, its employees, to obtain and maintain licenses in connection with its operations. This extensive regulatory framework imposes significant compliance burdens and risks on the Company.

Hudson and its customers are subject to the requirements of the Act, and the regulations promulgated thereunder by the EPA, which make it unlawful for any person in the course of maintaining, servicing, repairing, and disposing of air conditioning or refrigeration equipment, to knowingly vent or otherwise release or dispose of ozone depleting substances, and non-ozone depleting substitutes, used as refrigerants.

Pursuant to the Act, reclaimed refrigerant must satisfy the same purity standards as newly manufactured refrigerants in accordance with standards established by ARI prior to resale to a person other than the owner of the equipment from which it was recovered. The EPA administers a certification program pursuant to which applicants certify to reclaim refrigerants in compliance with ARI standards. In February 2006, the Company became one of only three certified refrigerant testing certified laboratories under ARI's laboratory certification program,

which is a voluntary program that certifies the ability of a laboratory to test refrigerant in accordance with the ARI 700 standard.

In addition, the EPA has established a mandatory certification program for air conditioning and refrigeration technicians. Hudson's technicians have applied for or obtained such certification.

The Company is also subject to regulations adopted by the United States Department of Transportation which classify most refrigerants handled by the Company as hazardous materials or substances and imposes requirements for handling, packaging, labeling and transporting refrigerants and which regulate the use and operation of the Company's commercial motor vehicles used in the Company's business.

The Resource Conservation and Recovery Act of 1976, as amended ("RCRA") requires facilities that treat, store or dispose of hazardous wastes to comply with certain operating standards. Before transportation and disposal of hazardous wastes off-site, generators of such waste must package and label their shipments consistent with detailed regulations and prepare a manifest identifying the material and stating its destination. The transporter must deliver the hazardous waste in accordance with the manifest to a facility with an appropriate RCRA permit. Under RCRA, impurities removed from refrigerants consisting of oils mixed with water and other contaminants are not presumed to be hazardous waste.

The Emergency Planning and Community Right-to-Know Act of 1986, as amended requires the annual reporting by the Company of Emergency and Hazardous Chemical Inventories (Tier II reports) to the various states in which the Company operates and requires the Company to file annual Toxic Chemical Release Inventory Forms with the EPA.

The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), establishes liability for clean-up costs and environmental damages to current and former facility owners and operators, as well as persons who transport or arrange for transportation of hazardous substances. Almost all states have similar statutes regulating the handling and storage of hazardous substances, hazardous wastes and non-hazardous wastes. Many such statutes impose requirements that are more stringent than their federal counterparts. The Company could be subject to substantial liability under these statutes to private parties and government entities, in some instances without any fault, for fines, remediation costs and environmental damage, as a result of the mishandling, release, or existence of any hazardous substances at any of its facilities.

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The Occupational Safety and Health Act of 1970, as amended mandates requirements for a safe work place for employees and special procedures and measures for the handling of certain hazardous and toxic substances. State laws, in certain circumstances, mandate additional measures for facilities handling specified materials.

The Company believes that it is in compliance with all material regulations relating to its material business operations.

### **Quality Assurance & Environmental Compliance**

The Company utilizes in-house quality and regulatory compliance control procedures. Hudson maintains its own analytical testing laboratory, which is ARI certified, to assure that reclaimed refrigerants comply with ARI purity standards and employs portable testing equipment when performing on-site services to verify certain quality specifications. The Company employs four persons engaged full-time in quality control and to monitor the Company's operations for regulatory compliance.

### **Employees**

The Company has 77 full and 3 part time employees including air conditioning and refrigeration technicians, chemists, engineers, sales and administrative personnel.

None of the Company's employees are represented by a union. The Company believes that its employee relations are good.

### **Patents and Proprietary Information**

The Company holds a United States patent and eight foreign patents covering seventeen foreign countries and has patent applications pending in two other foreign countries all relating to the high-speed equipment, components and process to reclaim refrigerants. The Company also holds a registered trademark for its Zugibeast®. The United States patent expires in January 2012 and the foreign patents will expire between May 2014 and December 2014. The Company also holds several U.S. and foreign patents related to certain RefrigerantSide® Services developed by the Company as well as for certain processes to measure and improve the efficiency of refrigeration systems. These patents will expire between February 2017 and December 2020.

The Company believes that patent protection is important to its business. There can be no assurance as to the breadth or degree of protection that patents may afford the Company, that any patent applications will result in issued patents or that patents will not be circumvented or invalidated. Technological development in the refrigerant industry may result in extensive patent filings and a rapid rate of issuance of new patents. Although the Company believes that its existing patents and the Company's equipment do not and will not infringe upon existing patents or violate proprietary rights of others, it is possible that the Company's existing patent rights may not be valid or that infringement of existing or future patents or violations of proprietary rights of others may occur. In the event the Company's equipment or processes infringe, or are alleged to infringe, patents or other proprietary rights of others, the Company may be required to modify the design of its equipment or processes, obtain a license or defend a possible patent infringement action. There can be no assurance that the Company will have the financial or other resources necessary to enforce or defend a patent infringement or proprietary rights violation action or that the Company will not become liable for damages.

The Company also relies on trade secrets and proprietary know-how, and employs various methods to protect its technology. However, such methods may not afford complete protection and there can be no assurance that others will not independently develop such know-how or obtain access to the Company's know-how, concepts, ideas and documentation. Failure to protect its trade secrets could have a material adverse effect on the Company.

#### **Item 1A. Risk Factors**

There are many important factors that have affected, and in the future could affect the Hudson's business including, but not limited to, the factors discussed below, which should be reviewed carefully together with the other information contained in this report. Some of the factors are beyond Hudson's control and future trends are difficult to predict.

##### ***Our existing and future debt obligations could impair our liquidity and financial condition.***

Our existing credit facility, which currently expires in June 2011, is secured by substantially all of our assets and contains formulas that limit the amount of our borrowings under the facility. Moreover, the terms of our credit facility also include negative covenants that, among other things, may limit our ability to incur additional indebtedness. If we violate any of these loan covenants our indebtedness under the credit facility would become immediately due and payable, and the banks could foreclose on its security, which could materially adversely affect our business and future financial condition and could require us to curtail or otherwise cease our existing operations.

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##### ***We may need additional financing to satisfy our future capital requirements, which may not be readily available to us .***

Our capital requirements have been and may be significant in the future. In the future, we may incur additional expenses in the development and implementation of our operations. Due to fluctuations in the price, demand and availability of new refrigerants, our existing bank facility that expires in June 2011 may not in the future be sufficient to provide all of the capital that we need to acquire and manage our inventories of new refrigerant. As a result, we may be required to seek additional equity or debt financing in order to develop our RefrigerantSide Services business our refrigerant sales business and our other businesses. We have no current arrangements with respect to, or sources of, additional financing other than our existing bank credit facility.. There can be no assurance that we will be able to renew this credit facility or obtain any additional financing on terms acceptable to us or at all. Our inability to obtain financing, if and when needed, could materially adversely affect our business and future financial condition and could require us to curtail or otherwise cease our existing operations.

##### ***The current economic downturn could cause a severe disruption in our operations .***

Our business could be negatively impacted by the current economic downturn. If this downturn is prolonged or worsens, there could be several severely negative implications to our business that may exacerbate many of the risk factors we identified in this report, but not limited, to the following:

##### ***Liquidity***

The economic downturn and the associated credit crisis could continue or worsen and reduce liquidity and this could have a negative impact on financial institutions and the global financial system, which could, in turn, have a negative impact on us.

We may not be able to borrow additional funds under our existing credit facilities and may not be able to expand our existing facility if participating lenders become in-solvent or their liquidity is limited or impaired. In addition, we may not be able to renew our existing credit facility at the conclusion of its current term.

##### ***Demand***

The economic downturn has resulted in severe job losses and lower business to business and consumer confidence, which could cause a decrease in demand and/or price for our product and services.

##### ***The nature of our business exposes us to potential liability.***

The refrigerant recovery and reclamation industry involves potentially significant risks of statutory and common law liability for environmental damage and personal injury. We, and in certain instances, our officers, directors and employees, may be subject to claims arising from our on-site or off-site services, including the improper release, spillage, misuse or mishandling of refrigerants classified as hazardous or non-hazardous substances or materials. We may be strictly liable for damages, which could be substantial, regardless of whether we exercised due care and complied with all relevant laws and regulations. Our current insurance coverage may not be sufficient to cover potential claims, and adequate levels of insurance coverage may not be available in the future at a reasonable cost. A partially or completely uninsured claim against us, if successful and of sufficient magnitude would have a material adverse effect on our business and financial condition.

##### ***Our business and financial condition is substantially dependent on the sale and continued environmental regulation of refrigerants.***

Our business and prospects are largely dependent upon continued regulation of the use and disposition of refrigerants. Changes in government regulations relating to the emission of refrigerants into the atmosphere could have a material adverse effect on us. Failure by



government authorities to otherwise continue to enforce existing regulations or significant relaxation of regulatory requirements could also adversely affect demand for our services and products.

***Our business is subject to significant regulatory compliance burdens.***

The refrigerant reclamation and management business is subject to extensive, stringent and frequently changing federal, state and local laws and substantial regulation under these laws by governmental agencies, including the EPA, the United States Occupational Safety and Health Administration and the United States Department of Transportation. Although we believe that we are in substantial compliance with all material regulations relating to our material business operations, amendments to existing statutes and regulations or adoption of new statutes and regulations which affect the marketing and sale of refrigerant could require us to continually alter our methods of operation and/or discontinue the sale of certain of our products resulting in costs to us that could be substantial. We may not be able, for financial or other reasons, to comply with applicable laws, regulations and permit requirements, particularly as we seek to enter into new geographic markets. Our failure to comply with applicable laws, rules or regulations or permit requirements could subject us to civil remedies, including substantial fines, penalties and injunctions, as well as possible criminal sanctions, which would, if of significant magnitude, materially adversely impact our operations and future financial condition.

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***As a result of competition, and the strength of some of our competitors in the market, we may not be able to compete effectively.***

The markets for our services and products are highly competitive. We compete with numerous regional and national companies which provide refrigerant recovery and reclamation services, as well as companies which market and deal in new and reclaimed alternative refrigerants, including certain of our suppliers, some of which possess greater financial, marketing, personnel and other resources than us. We also compete with numerous manufacturers of refrigerant recovery and reclamation equipment. Certain of these competitors have established reputations for success in the service of air conditioning and refrigeration systems. We may not be able to compete successfully, particularly as we seek to enter into new markets.

***A number of factors could negatively impact the price and/or availability of refrigerants, which would, in turn, adversely affect our business and financial condition.***

Refrigerant sales continue to represent a significant portion of our revenues. Therefore, our business is substantially dependent on the availability of both new and used refrigerants in large quantities, which may be affected by several factors including commercial production and consumption limitations imposed by the Act and legislative limitations and ban on HCFC refrigerants; the ban on production of CFC based refrigerants under the Act; the introduction of new refrigerants and air conditioning and refrigeration equipment; price competition resulting from additional market entrants; and changes in government regulation on the use and production of refrigerants. We do not maintain firm agreements with any of our suppliers of refrigerants. Sufficient amounts of new and/or used refrigerants may not be available to us in the future, or may not be available on commercially reasonable terms. Additionally, we may be subject to price fluctuations, periodic delays or shortages of new and/or used refrigerants. Our failure to obtain and resell sufficient quantities of virgin refrigerants, or to obtain, reclaim and resell sufficient quantities of used refrigerants would have a material adverse effect on our operating margins and results of operations.

***The loss of key management personnel would adversely impact our business.***

Our success is largely dependent upon the efforts of our Chief Executive Officer and Chairman. The loss of his services would have a material adverse effect on our business and prospects.

***We have the ability to designate and issue preferred stock, which may have rights, preferences and privileges greater than Hudson's common stock and which could impede a subsequent change in control of us.***

Our Certificate of Incorporation authorizes our Board of Directors to issue up to 5,000,000 shares of "blank check" preferred stock and to fix the rights, preferences, privileges and restrictions, including voting rights, of these shares, without further shareholder approval. The rights of the holders of our common stock will be subject to, and may be adversely affected by, the rights of holders of any additional preferred stock that may be issued by us in the future. Our ability to issue preferred stock without shareholder approval could have the effect of making it more difficult for a third party to acquire a majority of its voting stock, thereby delaying, deferring or preventing a change in control of us.

***If our common stock were delisted from NASDAQ it would be subject to "penny stock" rules which could negatively impact its liquidity and our shareholders' ability to sell their shares.***

Our common stock is currently listed on the NASDAQ Capital Market. We must comply with numerous NASDAQ MarketPlace rules in order to continue the listing of our common stock on NASDAQ. There can be no assurance that we can continue to meet the rules required to maintain the NASDAQ listing of our common stock. If we are unable to maintain our listing on NASDAQ, the market liquidity of our common stock may be severely limited.

***Our management effectively control our affairs***

Currently, our officers and directors collectively own approximately 39% of our outstanding common stock. Accordingly, our officers and directors are in a position to significantly effect, and potentially fully control us and the election of our directors. There is no provision for cumulative voting for our directors.

**Item 1B. Unresolved Staff Comments**

Not Applicable

## **Item 2. Properties**

The Company's Auburn, Washington depot facility is located in a 3,000 square foot building leased from an unaffiliated third party at an annual rental of \$25,000 pursuant to month to month rental agreement.

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The Company's Baton Rouge, Louisiana depot facility is located in a 3,600 square foot building leased from an unaffiliated third party at an annual rental of \$27,000 pursuant to an agreement expiring in October 2009.

The Company's Champaign, Illinois facility is located in a 48,000 square foot building, which was purchased by the Company in May 2005 for \$999,999. The Company has financed the purchase with a 15 year amortizing loan in the amount of \$945,000 with a balloon payment due on June 1, 2012. As of December 31, 2008, the Company has outstanding \$846,000 under its mortgage and the annual real estate taxes on this facility are approximately \$33,000.

The Company has established a second facility in Champaign, Illinois, which is located in a 60,000 square foot building. The building is leased from an unaffiliated third party at an annual rental of \$230,000, pursuant to an arrangement expiring in December 2011.

The Company's Charlotte, North Carolina depot facility is located in an 8,500 square foot building leased from an unaffiliated third party at an annual rental of \$65,000 pursuant to an agreement expiring in November 2009.

The Company's Orangeburg, New York depot facility is located in an 18,000 square foot building leased from an unaffiliated third party at an annual rental of \$172,000 pursuant to an agreement expiring in June 2011.

The Company's headquarters are located in a 4,400 square foot building in Pearl River, New York. The building is leased from an unaffiliated third party at an annual rental of \$103,000 pursuant to an agreement expiring in February 2013.

The Company's Pottsboro, Texas telemarketing facility is located in a 1,350 square foot building leased from an unaffiliated third party at an annual rental of \$18,000 pursuant to an agreement expiring in August 2011.

The Company's Hampstead, New Hampshire telemarketing facility is located in a 1,600 square foot building leased from an unaffiliated third party at an annual rental of \$21,000 pursuant to an agreement expiring in August 2010.

In addition to the above leases, the Company from time to time utilizes public warehouse space on a month to month basis. The Company typically enters into short-term leases for its facilities and whenever possible extends the expiration date of such leases. The Company believes that its insurance policies are adequate to protect the Company's property.

## **Item 3. Legal Proceedings**

On April 1, 1999, the Company reported a release of approximately 7,800 lbs. of R-11 refrigerant (the "1999 Release"), at its leased facility in Hillburn, NY, which the Company vacated in June 2006 ("Facility"). A failed hose connection to one of the Company's outdoor storage tanks allowed liquid R-11 to discharge from the tank into the concrete secondary containment area in which the subject tank was located.

Between April 1999 and May 1999, with the approval of the New York State Department of Environmental Conservation ("DEC"), the Company constructed and put into operation a remediation system to remove R-11 levels in the groundwater under and around the Facility.

In September 2000, the Company signed an Order on Consent with the DEC, which was amended in May 2001, whereby the Company agreed to operate the remediation system and perform monthly testing at the Facility, until remaining groundwater contamination has been effectively abated. In July 2005, the DEC approved a modification of the Order on Consent to reduce the frequency of testing from monthly to quarterly. The Company is continuing to operate the remediation system pursuant to the approved modifications to that Order on Consent and, as of December 31, 2008, the Company has accrued, as an expense in its consolidated financial statements, the costs that the Company believes it will incur in connection with its compliance with the Order on Consent through March 31, 2010. There can be no assurance that additional testing will not be required or that the Company will not incur additional costs, and such costs in excess of the Company's estimate may have a material adverse effect on the Company financial condition or results of operations.

In May 2000, the Facility, as a result of the 1999 release, was nominated by the EPA for listing on the National Priorities List ("NPL") pursuant to CERCLA. The Company submitted opposition to the listing within the sixty-day comment period. In September 2003, the EPA advised the Company that it has no current plans to finalize the process for listing of the Facility on the NPL and that the EPA will not withdraw the proposal for listing on the NPL.

In October 2001, the Company learned that trace levels of R-11 were detected in one of the wells operated by United Water of New York, Inc. ("United") that is in the closest proximity to the Village of Suffern's ("Village") well system. No contamination of R-11 has ever been detected in any of the Village's wells and, since October 2002, the level of R-11 in the United well closest to the Village has been below 1 ppb. In September 2004, the Village advised that it intends to continue performing additional sampling of its wells at a cost of approximately \$5,000 per year and the Company has reimbursed the Village for sampling costs through September 2005.

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The Company has exhausted all insurance proceeds available for the 1999 Release under all applicable policies.

During the year ended December 31, 2008, the Company incurred \$34,000 in additional remediation costs in connection with the matters above and such amount has been included as a component of general and administrative expenses. There can be no assurance that the 1999 Release will not impact the Village wells, or that the ultimate outcome of the 1999 Release will not have a material adverse effect on the Company's financial condition and results of operations. There can be no assurance that the EPA will not change its current plans and seek to finalize the process of listing the Facility on the NPL, or that the ultimate outcome of such a listing will not have a material adverse effect on the Company's financial condition and results of operations.

**Item 4. Submission of Matters to a Vote of Security Holders**

None.

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**Part II**

**Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

The Company's common stock trades on the NASDAQ Capital Market under the symbol "HDSN". The following table sets forth, for the periods indicated, the range of the high and low sale prices for the Common stock as reported by NASDAQ.

	High	Low
<u>2007</u>		
• First Quarter	\$ 1.31	\$ 1.04
• Second Quarter	\$ 1.19	\$ 1.07
• Third Quarter	\$ 1.44	\$ 1.07
• Fourth Quarter	\$ 1.18	\$ 0.73
<u>2008</u>		
• First Quarter	\$ 1.61	\$ 0.87
• Second Quarter	\$ 3.66	\$ 1.32
• Third Quarter	\$ 3.33	\$ 1.32
• Fourth Quarter	\$ 1.54	\$ 0.75

The number of record holders of the Company's common stock was approximately 250 as of February 26, 2009. The Company believes that there are in excess of 4,000 beneficial owners of its common stock.

To date, the Company has not declared or paid any cash dividends on its common stock. The payment of dividends, if any, in the future is within the discretion of the Board of Directors and will depend upon the Company's earnings, its capital requirements and financial condition, borrowing covenants, and other relevant factors. The Company presently intends to retain all earnings, if any, to finance the Company's operations and development of its business and does not expect to declare or pay any cash dividends on its Common stock in the foreseeable future. In addition, the Company has a credit facility with Keltic Financial Partners, LLP ("Keltic") and Bridge Healthcare Finance, LLC ("Bridge") that, among other things, restricts the Company's ability to declare or pay any cash dividends on its capital stock.

See Item 12 for certain information with respect to the Company's equity compensation plans as of December 31, 2008.

**Item 6. Selected Financial Data**

Not applicable

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## **Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

### **Safe Harbor Statement Under The Private Securities Litigation Reform Act of 1995**

Certain statements contained in this section and elsewhere in this Form 10-K constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements involve a number of known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such factors include, but are not limited to, changes in the demand and price for refrigerants (including unfavorable market conditions adversely affecting the demand for, and the price of refrigerants), the Company's ability to source CFC and non-CFC based refrigerants, regulatory and economic factors, seasonality, competition, litigation, the nature of supplier or customer arrangements that become available to the Company in the future, adverse weather conditions, possible technological obsolescence of existing products and services, possible reduction in the carrying value of long-lived assets, estimates of the useful life of its assets, potential environmental liability, customer concentration, the ability to obtain financing, and other risks detailed in this report and in the Company's other periodic reports filed with the Securities and Exchange Commission ("SEC"). The words "believe", "expect", "anticipate", "may", "plan", "should" and similar expressions identify forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date the statement was made.

### **Critical Accounting Policies**

The Company's discussion and analysis of its financial condition and results of operations are based upon its consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these consolidated financial statements requires the Company to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosure of contingent assets and liabilities. Several of the Company's accounting policies involve significant judgments, uncertainties and estimations. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results may differ from these estimates under different assumptions or conditions. To the extent that actual results differ from management's judgments and estimates, there could be a material adverse effect on the Company. On a continuous basis, the Company evaluates its estimates, including, but not limited to, those estimates related to its allowance for doubtful accounts, inventory reserves, valuation allowance for the deferred tax assets relating to its net operating loss carry forwards ("NOL's") and commitments and contingencies. With respect to accounts receivable, the Company estimates the necessary allowance for doubtful accounts based on both historical and anticipated trends of payment history and the ability of the customer to fulfill its obligations. For inventory, the Company evaluates both current and anticipated sales prices of its products to determine if a write down of inventory to net realizable value is necessary. In determining the Company's valuation allowance for its deferred tax assets, the Company assesses its ability to generate taxable income in the future. The Company utilizes both internal and external sources to evaluate potential current and future liabilities for various commitments and contingencies. In the event that the assumptions or conditions change in the future, the estimates could differ from the original estimates.

### **Overview**

The Company has created and developed a service offering known as RefrigerantSide® Services. RefrigerantSide® Services are sold to contractors and end-users whose refrigeration systems are used in commercial air conditioning and industrial processing. These services are offered in addition to refrigerant sales and the Company's traditional refrigerant management services, which consist primarily of reclamation of refrigerants. The Company has created a network of service depots that provide a full range of the Company's RefrigerantSide® Services to facilitate the growth and development of its service offerings.

The Company focuses its sales and marketing efforts for its RefrigerantSide® Services on customers who the Company believes most readily appreciate and understand the value that is provided by its RefrigerantSide® Services offering. In pursuing its sales and marketing strategy, the Company offers its RefrigerantSide® Services to customers in the following industries; petrochemical, pharmaceutical, industrial power, manufacturing, commercial facility and property management and maritime. In addition, the Company has expanded its service offering outside of the United States through a strategic alliance with the Linde Group. The Company may incur additional expenses as it develops its RefrigerantSide® Services offering.

Sales of refrigerants continue to represent a significant portion of the Company revenues. Certain of the Company's refrigerant sales are CFC based refrigerants, which are no longer manufactured. The demand for CFC based refrigerants has and will continue to decrease as equipment that utilizes non-CFC based refrigerants displaces those units that utilize CFC based refrigerants. The Company has increased its refrigerant sales from non-CFC based refrigerants, including HCFC and HFC refrigerants. The Act limits the production of HCFC refrigerants, which production was further limited in January 2004. Federal regulations enacted in January 2004 also imposed limitations on the importation of certain HCFC refrigerants. Under the Act, production of certain HCFC refrigerants are scheduled to be phased out during the period 2010 through 2020, and production of all HCFC refrigerants is

scheduled to be phased out by the year 2030. To the extent that the Company is unable to source CFC based or non-CFC based refrigerants on commercially reasonable terms or at all, or the demand for CFC based or non-CFC based refrigerants decreases, the Company's financial condition and results of operations could be materially adversely affected.

### **Results of Operations**

## Year ended December 31, 2008 as compared to the year ended December 31, 2007

Revenues for the fiscal year ended December 31, 2008 were \$33,167,000 an increase of \$6,273,000 or 23% from the \$26,894,000 reported during the comparable 2007 period. The increase in revenues was primarily attributable to an increase in refrigerant revenues of \$6,583,000 offset by a decrease in RefrigerantSide® Services revenues of \$310,000. The increase in refrigerant revenues is primarily related to an increase in the sales price of certain refrigerants sold in the 2008 period amounting to \$8,284,000 offset by a decrease in the number of pounds sold amounting to \$1,701,000. In 2007, the Company completed refrigerant sales to a large customer at a lower margin than those made by the Company during the 2008 period. The Company subsequently chose to discontinue refrigerant sales to this customer and has substantially replaced most of this volume with various smaller transactions at higher margins. The decrease in RefrigerantSide® Services was primarily attributable to a decrease in the numbers of jobs completed when compared to the same period of 2007.

Cost of sales for the fiscal year ended December 31, 2008 was \$21,857,000, an increase of \$1,816,000 or 9% from the \$20,041,000 reported during the comparable 2007 period. The increase in cost of sales was primarily due to an increase in cost of certain refrigerants sold. As a percentage of sales, cost of sales was 66% of revenues for 2008, a decrease from the 75% reported for the comparable 2007 period. The decrease in cost of sales as a percentage of revenues was primarily attributable to an increase in the sales price of certain refrigerants sold when compared to the same period of 2007.

Operating expenses for the fiscal year ended December 31, 2008 were \$5,894,000 a decrease of \$3,313,000 from the \$9,207,000 reported during the comparable 2007 period. The decrease in operating expenses was primarily related to a reduction in compensation expense attributed to the non-cash, non-recurring charge of \$4,338,000 in connection with the 9,200,000 of our common stock shares purchased by certain members of the Company's management from the Fleming Funds that occurred during the 2007 period partially offset by increased payroll expenses and professional fees.

Other income (expense) for the fiscal year ended December 31, 2008 was (\$1,167,000), compared to the (\$746,000) reported during the comparable 2007 period. Other income (expense) includes interest expense of \$1,170,000 and \$768,000 for the comparable 2008 and 2007 periods, respectively. The increase in interest expense is primarily attributed to an increase in outstanding indebtedness.

Income tax benefit for the fiscal year ended December 31, 2008 and 2007 was \$2,420,000 and \$1,139,000 respectively. For the year ended December 31, 2008, the income tax expense of \$180,000 for federal and state income taxes was offset by an increase in the tax benefit by \$2,600,000. The tax benefits associated with the Company's NOL's are recognized to the extent that the Company is expected to recognize taxable income in future periods. The Company's NOL's are subject to annual limitations and the Company expects to continue to incur certain state, federal and/or federal alternative minimum taxes for the foreseeable future.

Net income for the fiscal year ended December 31, 2008 was \$6,669,000 an increase of \$8,630,000 from the (\$1,961,000) net loss reported during the comparable 2007 period. The increase in net income in the 2008 period was primarily due to an increase in gross profit from an increase in refrigerant revenues and the absence of the \$4,338,000 of compensation expense recorded in the 2007 period, as well as an increase in the income tax benefit recorded in 2008 when compared to 2007.

### **Liquidity and Capital Resources**

At December 31, 2008, the Company had working capital, which represents current assets less current liabilities, of \$11,099,000 an increase of \$3,556,000 from the working capital of \$7,543,000 at December 31, 2007. The increase in working capital is primarily attributable to net income during the 2008 period.

Inventory and trade receivables are principal components of current assets. At December 31, 2008, the Company had inventories of \$23,613,000 an increase of \$11,011,000 or 87% from the \$12,602,000 at December 31, 2007. The increase in the inventory balance is due to the timing and availability of inventory purchases and the sale of refrigerants and the increase in the unit cost of certain refrigerants. The Company's ability to sell and replace its inventory on a timely basis and the prices at which it can be sold are subject, among other things, to current market conditions and the nature of supplier or customer arrangements and the Company's ability to source CFC based refrigerants, which are no longer being manufactured or non-CFC based refrigerants. At December 31, 2008, the Company had trade receivables, net of allowance for doubtful accounts of \$1,731,000 a decrease of \$15,000 from the \$1,746,000 at December 31, 2007. The Company's trade receivables are concentrated with various wholesalers, brokers, contractors and end-users within the refrigeration industry that are primarily located in the continental United States.

The Company has historically financed its working capital requirements through cash flows from operations, the issuance of debt and equity securities, and bank borrowings.

Net cash used by operating activities for the fiscal year ended December 31, 2008, was \$4,389,000 compared with net cash provided by operating activities of \$382,000 for the comparable 2007 period. Net cash used by operating activities for the 2008 period was primarily attributable to increases in deferred tax benefit and inventory of \$2,600,000 and \$11,011,000, respectively, partially offset by an increase in accounts payable of \$2,394,000 and net income of \$6,669,000.

Net cash used by investing activities for the fiscal year ended December 31, 2008 was, \$593,000 compared with net cash used by investing activities of \$446,000 for the prior comparable 2007 period. The net cash used by investing activities for the 2008 period was primarily related

to investment in general purpose equipment and purchase of land in Champaign, Illinois.

Net cash provided by financing activities for the fiscal year ended December 31, 2008, was \$4,913,000 compared with net cash used by financing activities of \$246,000 for the comparable 2007 period. The net cash provided by financing activities for the 2008 period was due to borrowings under the Company's revolving line of credit and proceeds from exercise of stock options and warrants offset by repayments of long term debt.

At December 31, 2008, the Company had cash and cash equivalents of \$214,000. The Company continues to assess its capital expenditure needs. The Company may, to the extent necessary, continue to utilize its cash balances to purchase equipment primarily for its operations. The Company estimates that the total capital expenditures for 2009 will be approximately \$600,000.

The following is a summary of the Company's significant contractual cash obligations for the periods indicated that existed as of December 31, 2008 (in 000's):

	<u>Twelve Month Period ended December 31,</u>					<u>Total</u>
	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u> <u>and after</u>	
Long and short term debt and capital lease obligations (1) & (2)	\$9,438	\$2,017	\$4,064	\$937	\$ --	\$16,456
Operating leases	<u>636</u>	<u>522</u>	<u>429</u>	<u>110</u>	<u>28</u>	<u>1,725</u>
Total contractual cash obligations	<u>\$10,074</u>	<u>\$2,539</u>	<u>\$4,493</u>	<u>\$1,047</u>	<u>\$ 28</u>	<u>\$18,181</u>

(1) The contractual cash obligations included in the table includes both principal and estimated interest payments. The estimated interest payments on revolving debt are based primarily on the interest rates in effect and the outstanding revolving debt obligation as of December 31, 2008.

(2) Long and short term debt and capital lease obligations include payment of obligations of outstanding principal amounts of debt as of December 31, 2008 and estimated future interest payments on the outstanding principal amounts under the Company's credit facility with Keltic and Bridge, which expires on June 20, 2011.

On June 26, 2007, the Company entered into a credit facility with Keltic and on April 17, 2008, Hudson amended its credit facility with Keltic and secured participation from Bridge to provide for borrowings up to \$15,000,000. The facility consists of a revolving line of credit and term loans, which expires on June 20, 2011. Advances under the revolving line of credit are limited to (i) 85% of eligible trade accounts receivable and (ii) 55% of eligible inventory. Advances available to Hudson under the A and B term loans may not exceed \$2,500,000 and \$4,500,000, respectively. At December 31, 2008, the facility bore interest at 6.5%. Substantially all of Hudson's assets are pledged as collateral for its obligations to Keltic and Bridge under the credit facility. In addition, among other things, the agreement restricts Hudson's ability to declare or pay any cash dividends on its capital stock. As of December 31, 2008, Hudson had in the aggregate \$7,373,000 of borrowings outstanding and \$2,127,000 available for borrowing under the revolving line of credit. In addition, as of December 31, 2008, the Company had \$5,500,000 of borrowings outstanding under the A and B term loans with Keltic and Bridge.

In connection with the amendment to the credit facility, the Company issued 66,667 five-year common stock purchase warrants to Keltic exercisable at \$1.88 per share, and issued 33,333 five-year common stock purchase warrants to Bridge exercisable at \$1.88 per share. The fair value of the warrants was \$74,000 and such amount is amortized over the life of the credit facility.

On June 28, 2007, the Company purchased and retired approximately 5,700,000 shares of its common stock from the Fleming Funds at a purchase price of \$0.65 per share, for total consideration of approximately \$3,700,000. Additionally, certain members of the Company's management, in separate private transactions, purchased approximately 9,200,000 shares of the Company's common stock from the Fleming Funds at a purchase price of \$0.65 per share, for a total consideration of approximately \$6,000,000. The shares

purchased by management are unregistered shares and management did not receive registration rights in connection with their purchase of their shares.

On June 29, 2007 the Company commenced a tender offer to all of its common shareholders to purchase and retire up to approximately 1,200,000 shares of its common stock at a purchase price of \$1.12 per share. Upon completion of the tender offer, a total of approximately 55,000 shares of the Company's common stock, at an aggregate purchase price of approximately \$62,000, were tendered to and accepted for purchase by the Company, all of which were retired. On September 25, 2007 the Company utilized the unused tender offer funds to purchase and retire approximately 1,100,000 shares of its common stock from the Fleming Funds at a price of \$1.12 per share, for a total consideration of approximately \$1,200,000.

As a consequence of the shares purchased by the Company in the tender offer, and the shares purchased by the Company from the Fleming Funds, in 2007 the Company retired an aggregate of approximately 6,900,000 shares of its common stock and has increased its long-term debt by approximately \$5,000,000. The retirement of those shares represents more than a 26% reduction in the number of outstanding shares of the Company when compared to the total outstanding shares prior to the tender offer and the purchases from the Fleming Funds.

In May 2005, the Company purchased its Champaign, Illinois facility for a total purchase price of \$999,999. The Company financed the purchase with a 15 year amortizing loan in the amount of \$945,000 with a balloon payment due on June 1, 2012. The note bears interest at 7% for the first five years and then adjusts annually based on prime plus 2%.

In April 2008, the Company purchased approximately 5 acres of vacant land immediately adjacent to its Champaign, Illinois facility for a total purchase price of \$300,000. The Company financed the purchase with a 15 year amortizing loan in the amount of \$300,000 with a balloon payment due on June 1, 2012. The note bears interest at the fixed rate of 6.7% over the entire term of the note.

The Company believes that it will be able to satisfy its working capital requirements for the foreseeable future from anticipated cash flows from operations and available funds under its existing credit facility. Any unanticipated expenses, including, but not limited to, an increase in the cost of refrigerants purchased by the Company, an increase in operating expenses or failure to achieve expected revenues from the Company's RefrigerantSide® Services and/or refrigerant sales or additional expansion or acquisition costs that may arise in the future would adversely affect the Company's future capital needs. There can be no assurances that the Company's proposed or future plans will be successful, and as such, the Company may require additional capital sooner than anticipated, which capital may not be available.

## **Inflation**

Inflation has not historically had a material impact on the Company's operations.

## **Reliance on Suppliers and Customers**

The Company's financial performance and its ability to sell refrigerants is in part dependent on its ability to obtain sufficient quantities of virgin, non-CFC based refrigerants, and of reclaimable, primarily CFC based, refrigerants from manufacturers, wholesalers, distributors, bulk gas brokers, and from other sources within the air conditioning, refrigeration and automotive aftermarket industries, and on corresponding demand for refrigerants. The Company's refrigerant sales include CFC based refrigerants, which are no longer manufactured. Additionally, the Company's refrigerant sales include non-CFC based refrigerants, including HCFC refrigerants, which are the most widely used refrigerants. Effective January 1, 1996, the Act limits the production of HCFC refrigerants, which production was further limited in January 2004. Federal regulations enacted in January 2004 also imposed limitations on the importation of certain HCFC refrigerants. Under the Act, production of certain HCFC refrigerants is scheduled to be phased out by the year 2020 and production of all HCFC refrigerants is scheduled to be phased out by the year 2030. The limitations imposed by and under the Act, may limit supplies of virgin refrigerants for the foreseeable future or cause a significant increase in the price of virgin HCFC refrigerants. To the extent the Company is unable to source sufficient quantities of virgin or reclaimable refrigerants in the future, or resell refrigerants at a profit, the Company's financial condition and results of operations would be materially adversely affected.

For the year ended December 31, 2008, no one customer accounted for more than 10% of the Company's revenues. For the year ended December 31, 2007, one customer accounted for approximately 12% of the Company's revenues.

The loss of a principal customer or a decline in the economic prospects of and/or a reduction in purchases of the Company's products or services by any such customer could have a material adverse effect on the Company's financial position and results of operations.

## **Seasonality and Fluctuations in Operating Results**

The Company's operating results vary from period to period as a result of weather conditions, requirements of potential customers, non-recurring refrigerant and service sales, availability and price of refrigerant products (virgin or reclaimable), changes in reclamation technology and regulations, timing in introduction and/or retrofit or replacement of CFC and non CFC based refrigeration equipment, the rate of expansion of the Company's operations, and by other factors. The Company's business is seasonal in nature with peak sales of refrigerants occurring in the first half of each year. During past years, the seasonal decrease in sales of refrigerants has resulted in losses particularly in the fourth quarter of the year. Delays or inability in securing adequate supplies of refrigerants at peak demand periods, lack of refrigerant demand, increased expenses, declining refrigerant prices and a loss of a principal customer could result in significant losses. There can be no assurance that the foregoing factors will not occur and result in a material adverse effect on the Company's financial position and significant losses. The Company believes that there is a similar seasonal element to RefrigerantSide® Service revenues as refrigerant sales. The Company is continuing to assess its RefrigerantSide® Service revenues seasonal trend.

## **Recent Accounting Pronouncements**

In September 2006, the Financial Accounting Standard Board ("FASB") issued FASB statement No. 157 ("SFAS No. 157,") "Fair Value Measurements," which establishes a framework for measuring fair value in generally accepted accounting principles and expands disclosures about fair value measurements. SFAS No. 157 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. SFAS No. 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years. The FASB agreed to defer the effective date of SFAS No. 157 for one year for non-financial assets and non-financial liabilities that are recognized or disclosed at fair value in the financial statements on a nonrecurring basis. There is no deferral for financial assets and financial liabilities, nor for the rare non-financial assets and non-financial liabilities that are remeasured at fair value at least annually. The adoption of SFAS No. 157 did not have a material impact on the Company's results of operations or its financial position. We are currently evaluating the impact that SFAS No. 157 will have on our non-financial assets and liabilities, but we do not expect the adoption to have a material impact on our financial statements.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities" ("SFAS 159"), which provides companies with an option to report selected financial assets and liabilities at fair value with the changes in fair value

recognized in earnings at each subsequent reporting date. SFAS 159 provides an opportunity to mitigate potential volatility in earnings caused by measuring related assets and liabilities differently, and it may reduce the need for applying complex hedge accounting provisions. SFAS 159 is effective for fiscal years beginning after November 15, 2007. Adoption of SFAS 159 had no financial statement impact on the Company.

In December 2007, the FASB issued Statement No. 141 (revised 2007), "Business Combinations" ("FAS 141"). FAS No. 141 (revised 2007) requires an acquirer to measure the identifiable assets acquired, the liabilities assumed and any noncontrolling interest in the acquiree at their fair values on the acquisition date, with the goodwill being the excess value over the net identifiable assets acquired. This standard also requires the fair value measurement of certain other assets and liabilities related to the acquisition such as contingencies. FAS 141 (revised 2007) applies prospectively to business combinations and is effective for fiscal years beginning on or after December 15, 2008.

In June 2008, the Emerging Issues Task Force of the FASB published EITF Issue 07-5 "Determining Whether an Instrument Is Indexed to an Entity's Own Stock" ("EITF 07-5") to address concerns regarding the meaning of "indexed to an entity's own stock" contained in FASB Statement 133 "Accounting for Derivative Instruments and Hedging Activities". This related to the determination of whether a freestanding equity-linked instrument should be classified as equity or debt. If an instrument is classified as debt, it is valued at fair value, and this value is remeasured on an ongoing basis, with changes recorded in earnings in each reporting period. EITF 07-5 is effective for years beginning after December 15, 2008 and earlier adoption is not permitted. Adoption of EITF 07-5 will have no financial statement impact on the Company for warrants that were outstanding on December 31, 2008.

#### **Item 7A. Quantitative and Qualitative Disclosures about Market Risk**

Not applicable.

#### **Item 8. Financial Statements and Supplemental Data**

The financial statements appear in a separate section of this report following Part IV.

#### **Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None

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#### **Item 9A (T). Controls and Procedures**

##### **Disclosure Controls and Procedures**

The Company, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures, as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer have concluded that the Company's disclosure controls and procedures are effective to ensure that information required to be disclosed in reports filed under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission, and that such information is accumulated and communicated to the Company's management, including its principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. Because of the inherent limitations in all control systems, any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Furthermore, the Company's controls and procedures can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the control, and misstatements due to error or fraud may occur and not be detected on a timely basis.

##### **Management's Report on Internal Control over Financial Reporting**

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting for the Company as defined in Rule 13a-15(f) under the Exchange Act. The Company's internal control over financial reporting is designed to provide reasonable assurance to the Company's management and board of directors regarding the preparation and fair presentation of published financial statements and the reliability of financial reporting.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2008. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in *Internal Control - Integrated Framework*. Based on our assessment, we believe that, as of December 31, 2008, the Company's internal control over financial reporting is effective based on those criteria.

This annual report does not include an attestation report of the Company's registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by the Company's registered public accounting firm pursuant to temporary rules of the Securities and Exchange Commission that permit the Company to provide only management's report in this annual report on Form 10-K.



## Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting, (as defined in Rule 13a-15(f) of the Exchange Act) in the quarter ended December 31, 2008 that materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

## Item 9B. Other Information

None

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## Part III

### Item 10. Directors, Executive Officers and Corporate Governance

The following table sets forth information with respect to the directors and executive officers of the Company:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Kevin J. Zugibe	45	Chairman of the Board and Chief Executive Officer
Brian F. Coleman	47	President and Chief Operating Officer, Director
James R. Buscemi	55	Chief Financial Officer
Charles F. Harkins, Jr.	47	Vice President Sales
Stephen P. Mandracchia	49	Vice President Legal and Regulatory and Secretary
Vincent P. Abbatecola	62	Director
Dominic J. Monetta	67	Director
Otto C. Morch	75	Director

*Kevin J. Zugibe, P.E.*, a founder of the Company, has been Chairman of the Board and Chief Executive Officer of the Company since its inception in 1991. From May 1987 to May 1994, Mr. Zugibe was employed as a power engineer with Orange and Rockland Utilities, Inc., a major public utility, where he was responsible for all HVAC applications. Mr. Zugibe is a licensed professional engineer, and from December 1990 to May 1994, he was a member of Kevin J. Zugibe & Associates, a professional engineering firm. Mr. Zugibe is the brother-in-law of Stephen P. Mandracchia.

*Brian F. Coleman* has been a Director of the Company since December 2007, and President and Chief Operating Officer of the Company since August 21, 2001 and served as Chief Financial Officer of the Company from May 1997 until December 2002. From June 1987 to May 1997, Mr. Coleman was employed by, and since July 1995, was a partner with BDO Seidman, LLP, the Company's independent registered public accounting firm.

*James R. Buscemi* has been Chief Financial Officer of the Company since December 2002 and served as Corporate Controller from June 1998 until December 2002. Prior to joining the Company, Mr. Buscemi held various financial positions within Avnet, Inc, including Chief Financial Officer of Avnet's electric motors and component part subsidiary, Brownell Electro, Inc.

*Charles F. Harkins, Jr.* has been Vice President of Sales of the Company since December 2003. Mr. Harkins has served in a variety of capacities since joining the Company in 1992. Prior to joining the Company, Mr. Harkins served in the U.S. Army for 13 years attaining the rank of Staff Sergeant; he is a graduate of the U.S. Army Engineer School and the U.S. Army Chemical School.

*Stephen P. Mandracchia*, a founder of the Company, has been Vice President Legal and Regulatory of the Company since August 2003 and has been Secretary of the Company since April 1995. Mr. Mandracchia has served in a variety of capacities with the Company since 1993. Mr. Mandracchia was a member of the law firm of Martin, Vandewalle, Donohue, Mandracchia & McGahan, Great Neck, New York until December 31, 1995 (having been affiliated with such firm since August 1983). Mr. Mandracchia is the brother in-law of Mr. Zugibe.

*Vincent P. Abbatecola* has been a Director of the Company since June 1994. Mr. Abbatecola is Vice President of Abbey Ice & Spring Water Company, Spring Valley, New York, where he has been employed since May 1971. He was formerly the Chairman of the International Packaged Ice Association and a trustee of Nyack Hospital. Mr. Abbatecola serves on the Rockland Board of Governors and the St. Thomas Aquinas President's Council.

*Dominic J. Monetta, DPA* has been a Director of the Company since April 1996. Dr. Monetta has been the President of Resource Alternatives, Inc., a corporate development firm concentrating on solving management and technological issues facing chief executive officers and their senior executives, since August 1993. From December 1991 to May 1993, Dr. Monetta served as the Director of Defense Research and Engineering for Research and Advanced Technology, United States Department of Defense. From June 1989 to December 1991, Dr. Monetta served as the Director of the Office of New Production Reactors, United States Department of Energy.

*Otto C. Morch* has been a Director of the Company since March 1996. Mr. Morch was a Senior Vice President of Commercial Banking at Provident Savings Bank, F.A. for more than five years until his retirement in December 1997.

Hudson has established a Compensation/Stock Option Committee of the Board of Directors, which is responsible for recommending the compensation of our executive officers and for the administration of Hudson's Stock Option Plans. The members of the Committee are Messrs. Abbatecola, Coleman, and Morch.

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Hudson has an Audit Committee of the Board of Directors, which supervises the audit and financial procedures of Hudson. The members of the Audit Committee are Messrs. Abbatecola, Monetta and Morch, each of whom is an "independent" director as defined under the rules of NASDAQ. The Audit Committee does not have a member that qualifies as a "financial expert" under the federal securities laws. Each of the members of the Audit Committee has been active in the business community and has broad and diverse backgrounds, and financial experience. Two of the current members have served on Hudson's Audit Committee and have overseen the financial review by Hudson's independent auditors for nine (9) years. Hudson believes that the current members of the Audit Committee are able to fully and faithfully perform the functions of the Audit Committee and that Hudson does not need to install a "financial expert" on the Audit Committee.

The By-laws of Hudson provide that the Board of Directors is divided into two classes. Each class is to have a term of two years, with the term of each class expiring in successive years, and is to consist, as nearly as possible, of one-half of the number of directors constituting the entire Board. The By-laws provides for the number of directors to be fixed by the Board of Directors but in any event, shall be no less than five (5) (subject to decrease by a resolution adopted by the shareholders). At Hudson's August 27, 2008, Annual Meeting of the Shareholders, Messrs. Monetta and Zugibe were elected as directors to terms of office that will expire at the Annual Meeting of Shareholders to be held in the year 2010. Messrs. Abbatecola, Coleman and Morch, are currently serving as directors and their terms of office expire at the Annual Meeting of Shareholders to be held in the year 2009.

#### Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Exchange Act requires our officers and directors, and persons who own more than 10 percent of a registered class of our equity securities, to file reports of ownership and changes in ownership with the SEC. Officers, directors, and greater than 10 percent shareholders are required by SEC regulation to furnish Hudson with copies of all Section 16(a) forms they file.

Based solely on Hudson's review of copies of such forms received by Hudson, and on representations made to us, we believe that during the year ended December 31, 2008, all filing requirements applicable to all officers directors and greater than 10% beneficial shareholders were complied with, except for one late filing in connection with a stock option exercise by Mr. Coleman.

#### Code of Conduct and Ethics

We have adopted a written code of conduct and ethics that applies to all directors, and employees, including Hudson's principal executive officer, principal financial officer, principal accounting officer or controller and any persons performing similar functions. We will provide a copy of its code of ethics to any person without charge upon written request addressed to Hudson Technologies, Inc., One Blue Hill Plaza, PO Box 1541, Pearl River, New York 10965, Attention: Stephen P. Mandracchia.

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### **Item 11. Executive Compensation**

The following table discloses, for the years indicated, the compensation for our Chief Executive Officer and for our two most highly compensated executive officers, other than the Chief Executive Officer, who were serving as executive officers at the end of the year ended December 31, 2008 and whose total compensation during the year ended December 31, 2008 exceeded \$100,000 (the "Named Executives").

#### **SUMMARY COMPENSATION TABLE**

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$)	Option Awards (1) (\$)	Non-Equity Incentive Plan (\$)	Non-qualified Deferred Compensation Earnings	All Other Compensation (\$)	Total (\$)
Kevin J. Zugibe, Chairman, Chief Executive Officer (4)	2008	\$198,021	\$ --	\$ --	\$ --	\$170,000 (2)	\$ --	\$ --	\$368,021
Brian F. Coleman, President, Chief Operating	2007	\$182,391	\$ --	\$ --	\$83,850	\$90,000 (3)	\$ --	\$ --	\$356,241
	2008	\$175,377	\$ --	\$ --	\$ --	\$160,000 (2)	\$ --	\$ --	\$335,377
	2007	\$161,506	\$ --	\$ --	\$77,400	\$80,000 (3)	\$ --	\$ --	\$318,906

Officer, Director  
(4)

Charles F. Harkins, Jr., Vice President Sales	2008	\$164,019	\$ --	\$ --	\$ --	\$150,000 (2)	\$ --	\$ --	\$314,019
	2007	\$150,834	\$ --	\$ --	\$64,500	\$79,000 (3)	\$ --	\$ --	\$294,334

(1) We utilize the Black-Sholes method for valuing stock option awards (see Note 10 to the Notes to the Consolidated Financial Statements).

(2) Non-Equity Incentive Plan Compensation was earned in 2008 and will be paid in 2009.

(3) Non-Equity Incentive Plan Compensation was earned in 2007 and was paid during the first quarter of 2008.

(4) Messrs. Coleman and Zugibe did not receive any compensation for services as a director during the year ended December 31, 2008.

#### **Narrative Disclosure to Summary Compensation Table**

For the fiscal year 2008, each of the Named Executives received Non-Equity Incentive Plan Compensation that was paid out of a bonus pool established by our Board of Directors on January 8, 2008. The amount of the bonus pool was not initially established, but was based upon our achieving earnings for the fiscal year 2008 in excess of a pre-determined level for fiscal year 2008, with a maximum bonus pool of \$400,000. On February 26, 2009 our Board of Directors increased the fiscal year 2008 cash bonus pool and approved the payment of Non-Equity Incentive Plan Compensation to the Named Executives. The amount of the Non-Equity Incentive Plan Compensation awarded to each Named Executive was determined in the discretion of our Board of Directors based upon our overall 2008 financial results as well as on the personal performance of the Named Executive during 2008.

For the fiscal year 2007, each of the Named Executives received Non-Equity Incentive Plan Compensation that was paid out of a bonus pool established by our Board of Directors on December 29, 2006. The amount of the bonus pool was not initially established, but was based upon our achieving earnings for the fiscal year 2007 in excess of a pre-determined level for fiscal year 2007, with a maximum bonus pool of \$350,000. On January 7, 2008, our Board of Directors increased the fiscal year 2007 cash bonus pool and approved the payment of Non-Equity Incentive Plan Compensation to the Named Executives. The amount of the Non-Equity Incentive Plan Compensation awarded to each Named Executive was determined in the discretion of our Board of Directors based upon our overall 2007 financial results as well as on the personal performance of the Named Executives during 2007.

#### **Employment, Termination, Change of Control and other Agreements**

*Kevin J. Zugibe.* On October 10, 2006, we entered into an Amended and Restated Employment Agreement with Kevin J. Zugibe, which currently expires in October 2010 and is automatically renewable for successive two year terms unless either party gives notice of termination at least ninety days prior to the expiration date of the then current term. Pursuant to the agreement, as amended by the First Amendment to Restated Employment Agreement dated December 29, 2008, Mr. Zugibe is receiving an annual base salary of \$192,800 with such increases and bonuses as our board of directors may determine. The agreement provides, in the event of Mr. Zugibe's disability, for the continuation of at least 75% of Mr. Zugibe's salary for up to one hundred twenty days after the commencement of his disability. Mr. Zugibe is also entitled to take up to four weeks of vacation, excluding paid holidays.

As part of the agreement, Mr. Zugibe has agreed to certain covenants and restrictions, which include an agreement that Mr. Zugibe will not compete with us in specified geographic areas for a period of twenty-four months after his termination for any reason. The agreement also provides that, in the event of his involuntary separation from Hudson without cause, or in the event of his voluntary separation for a good reason as enumerated in the agreement, Mr. Zugibe will receive severance payments, in the form of the continuation of his annual base salary and benefits for a period of twenty-four months, and a lump sum payment equivalent to the highest bonus paid to Mr. Zugibe in the three years prior to his termination, pro-rated to the date of his termination. We are the beneficiary of a "key-man" insurance policy on the life of Mr. Zugibe in the amount of \$1,000,000.

*Brian F. Coleman.* On October 10, 2006, we entered into an agreement with Brian F. Coleman, pursuant to which, as amended, Mr. Coleman has agreed to certain covenants and restrictions, which include an agreement that Mr. Coleman will not compete with us in specified geographic areas for a period of eighteen months after his termination for any reason. The agreement provides, in the event of his disability, for the continuation of at least 75% of his salary for up to one hundred twenty days after the commencement of his disability. The agreement also provides that, in the event of his involuntary separation without cause, or in the event of his voluntary separation for a good reason as enumerated in the agreement, Mr. Coleman will receive severance payments, in the form of the continuation of his annual base salary and benefits for a period of eighteen months, and a lump sum payment equivalent to the highest bonus paid to him in the three years prior to his termination, pro-rated to the date of his termination.

Charles F. Harkins. On October 10, 2006, we entered into an agreement with Charles F. Harkins, pursuant to which, as amended, Mr. Harkins has agreed to certain covenants and restrictions, which include an agreement that Mr. Harkins will not compete with us in specified geographic areas for a period of eighteen months after his termination for any reason. The agreement provides, in the event of his disability, for the continuation of at least 75% of his salary for up to one hundred twenty days after the commencement of his disability. The agreement also provides that in the event of his involuntary separation without cause, or in the event of his voluntary separation for a good reason as enumerated in the agreement, Mr. Harkins will receive severance payments, in the form of the continuation of his annual base salary and benefits for a period of eighteen months, and a lump sum payment equivalent to the highest bonus paid to him in the three years prior to his termination, pro-rated to the date of his termination.

*Stock Option Grants or Stock Awards*

The Company did not issue stock options, or grant any stock awards to any of the named Executives during 2008 .

**OUTSTANDING EQUITY AWARDS AT FISCAL YEAR-END**

The following tables discloses the outstanding option awards held by the Named Executives as of December 31, 2008. Except as set forth in the following tables, no options were exercised by the Named Executives during the fiscal year ended December 31, 2008. No stock awards have been issued to the Named Executives.

<u>Name</u>	<u>Number of Securities Underlying Unexercised Options (#) Exercisable</u>	<u>Number of Securities Underlying Unexercised Options (#) Unexercisable</u>	<u>Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)</u>	<u>Option Exercise Price (\$)</u>	<u>Option Expiration Date</u>
Kevin J. Zugibe, Chairman, Chief Executive Officer	87,500			\$1.13	3/5/2014
	193,750			\$1.15	3/31/2014
	18,750			\$0.83	9/17/2014
	18,750			\$0.95	10/1/2014
	93,750			\$1.02	1/3/2015
	18,750			\$0.87	4/1/2015
	18,750			\$0.83	7/8/2015
	18,750			\$2.15	9/30/2015
	123,750			\$1.76	12/29/2015
	35,000			\$1.40	3/31/2016
	9,300			\$1.02	10/10/2016
	195,000			\$0.85	11/20/2017
	Brian F. Coleman,  President, Chief Operating officer, Director	75,000			\$1.13
18,750				\$1.15	3/31/2014
12,500				\$0.83	9/17/2014
12,500				\$0.95	10/1/2014
62,500				\$1.02	1/3/2015
12,500				\$0.87	4/1/2015
12,500				\$0.83	7/8/2015
12,500				\$2.15	9/30/2015
82,500				\$1.76	12/29/2015

	32,500	\$1.40	3/31/2016
	8,100	\$1.02	10/10/2016
	180,000	\$0.85	11/20/2017
Charles F. Harkins, Jr., Vice President Sales	13,114	\$1.13	3/5/2014
	14,063	\$1.15	3/31/2014
	9,375	\$2.15	9/30/2015
	61,875	\$1.76	12/29/2015
	23,125	\$1.40	3/31/2016
	7,900	\$1.02	10/10/2016
	150,000	\$0.85	11/20/2017

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<u>Name</u>	<u>Date of Grant of Exercised Options</u>	<u>Number of Shares purchased upon Exercised of Options</u>	<u>Date of Exercise</u>	<u>Exercise Price</u>
Brian F. Coleman, President, Chief Operating Officer, Director	4/7/2003	25,300	4/7/2008	\$1.14
Charles F. Harkins, Jr., Vice President, Sales	9/17/2004	9,375	5/15/2008	\$0.83
	10/1/2004	9,375	5/15/2008	\$0.95
	1/3/2005	46,875	5/23/2008	\$1.02
	4/1/2005	7,032	5/15/2008	\$0.83
	7/8/2005	8,204	5/15/2008	\$0.83

## Stock Option Plans

### 1994 Stock Option Plan

We adopted an Employee Stock Option Plan (the "1994 Plan") effective October 31, 1994 pursuant to which 725,000 shares of Common stock were reserved for issuance upon the exercise of options designated as either (i) options intended to constitute incentive stock options ("ISOs") under the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) nonqualified options. ISOs could be granted under the 1994 Plan to our employees and officers. Non-qualified options could be granted to consultants, directors (whether or not they are employees), our employees or officers. Effective November 1, 2004, our ability to grant options under the 1994 Plan expired.

All options granted under the 1994 Plan are not transferable during an optionee's lifetime but are transferable at death by will or by the laws of descent and distribution. In general, upon termination of employment of an optionee, all options granted to such person that are not exercisable on the date of such termination immediately terminate, and any options that are exercisable terminate 90 days following termination of employment.

As of December 31, 2008, we had options outstanding to purchase 59,364 shares of our common stock under the 1994 Plan.

### 1997 Stock Option Plan

We adopted the 1997 Stock Option Plan (the "1997 Plan") effective June 11, 1997 pursuant to which 2,000,000 shares of our Common stock were reserved for issuance upon the exercise of options designated as either (i) ISOs under the Code, or (ii) nonqualified options. ISOs could be granted under the 1997 Plan to our employees and officers. Non-qualified options could be granted to consultants, directors (whether or not they are employees), our employees or officers. Stock appreciation rights could also be issued in tandem with stock options. Effective

June 11, 2007 our ability to grant options under the 1997 Plan expired.

All options granted under the 1997 Plan are not transferable during an optionee's lifetime but are transferable at death by will or by the laws of descent and distribution. In general, upon termination of employment of an optionee, all options granted to such person that are not exercisable on the date of such termination immediately terminate, and any options that are exercisable terminate 90 days following termination of employment.

As of December 31, 2008, we had options outstanding to purchase 834,178 shares of our common stock under the 1997 Plan.

#### *2004 Stock Incentive Plan*

We have adopted the 2004 Stock Incentive Plan (the "2004 Plan"), pursuant to which 2,500,000 shares of our common stock are currently reserved for issuance upon the exercise of options, designated as either (i) ISOs, under the Code or (ii) non-qualified options, or for issuance upon the granting of restricted stock, deferred stock or other stock-based awards. ISOs may be granted under the 2004 Plan to employees and officers of Hudson. Non-qualified options, restricted stock, deferred stock or other stock-based awards may be granted to consultants, directors (whether or not they are employees), employees or officers of Hudson. Stock appreciation rights may also be issued in tandem with stock options.

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The 2004 Plan is intended to qualify under Rule 16b-3 under the Securities Exchange Act of 1934 ("Exchange Act") and is administered by our Compensation/Stock Option Committee of the Board of Directors. The Committee, within the limitations of the 2004 Plan, determines the persons to whom options will be granted, the number of shares to be covered by each option, whether the options granted are intended to be ISOs, the duration and rate of exercise of each option, the exercise price per share and the manner of exercise and the time, manner and form of payment upon exercise of an option. In the case of restricted stock, deferred stock or other stock-based awards, the Committee, within the limitations of the 2004 Plan, determines the persons to whom awards will be granted, the number of shares of stock subject to the award, and the restrictions on issuance and transfer of such shares. Unless the 2004 Plan is sooner terminated, the ability to grant options or other awards under the 2004 Plan will expire on September 10, 2014.

Options granted under the 2004 Plan may not be granted at a price less than the fair market value of the common stock on the date of grant (or 110% of fair market value in the case of ISO's granted to a 10% shareholder). In the case of ISOs, the aggregate fair market value of shares for which ISOs granted to any employee are exercisable for the first time by such employee during any calendar year (under all of our stock option plans) may not exceed \$100,000. Non-qualified options granted under the 2004 Plan may not be granted at a price less than the fair market value of our common stock. Options granted under the 2004 Plan will expire not more than ten years from the date of grant (five years in the case of ISOs granted to a 10% shareholder). Except as otherwise provided by the Committee with respect to non-qualified options, all options, restricted stock, deferred stock or other stock-based awards granted under the 2004 Plan are not transferable during an grantee's lifetime but are transferable at death by will or by the laws of descent and distribution. In general, upon termination of employment of a grantee, all options, restricted stock, deferred stock or other stock-based awards granted to such person which are not exercisable on the date of such termination immediately terminate, and any options that are exercisable terminate 90 days following termination of employment.

As of December 31, 2008, we had options outstanding to purchase 1,966,301 shares of common stock and 360,000 shares reserved for future issuances under the 2004 Plan.

#### *2008 Stock Incentive Plan*

We have adopted the 2008 Stock Incentive Plan (the "2008 Plan"), pursuant to which 3,000,000 shares of our common stock are currently reserved for issuance upon the exercise of options, designated as either (i) ISOs, under the Code or (ii) non-qualified options, or for issuance upon the granting of restricted stock, deferred stock or other stock-based awards. ISOs may be granted under the 2008 Plan to employees and officers of Hudson. Non-qualified options, restricted stock, deferred stock or other stock-based awards may be granted to consultants, directors (whether or not they are employees), employees or officers of Hudson. Stock appreciation rights may also be issued in tandem with stock options.

The 2008 Plan is intended to qualify under Rule 16b-3 under the Exchange Act and is administered by our Compensation/Stock Option Committee of the Board of Directors. The Committee, within the limitations of the 2008 Plan, determines the persons to whom options will be granted, the number of shares to be covered by each option, whether the options granted are intended to be ISOs, the duration and rate of exercise of each option, the exercise price per share and the manner of exercise and the time, manner and form of payment upon exercise of an option. In the case of restricted stock, deferred stock or other stock-based awards, the Committee, within the limitations of the 2008 Plan, determines the persons to whom awards will be granted, the number of shares of stock subject to the award, and the restrictions on issuance and transfer of such shares. Unless the 2008 Plan is sooner terminated, the ability to grant options or other awards under the 2008 Plan will expire on June 19, 2018.

Options granted under the 2008 Plan may not be granted at a price less than the fair market value of the common stock on the date of grant (or 110% of fair market value in the case of ISO's granted to a 10% shareholder). In the case of ISOs, the aggregate fair market value of shares for which ISOs granted to any employee are exercisable for the first time by such employee during any calendar year (under all of our stock option plans) may not exceed \$100,000. Non-qualified options granted under the 2008 Plan may not be granted at a price less than the fair market value of our common stock. Options granted under the 2008 Plan will expire not more than ten years from the date of grant (five years in the case of ISOs granted to a 10% shareholder). Except as otherwise provided by the Committee with respect to non-qualified options, all options, restricted stock, deferred stock or other stock-based awards granted under the 2008 Plan are not transferable during an grantee's lifetime but are transferable at death by will or by the laws of descent and distribution. In general, upon termination of employment

of a grantee, all options, restricted stock, deferred stock or other stock-based awards granted to such person which are not exercisable on the date of such termination immediately terminate, and any options that are exercisable terminate 90 days following termination of employment.

As of December 31, 2008, no options have been issued under the 2008 plan.

### Director Compensation

Non-employee directors receive an annual fee of \$7,000 and receive reimbursement for out-of-pocket expenses incurred for attendance at meetings of the Board of Directors and Board committee meetings. The chairman of the Audit Committee of our Board receives additional compensation of \$2,000 per year, and each independent member of our Audit Committee (excluding the Chairman) receives additional compensation of \$1,000 per year. The following table discloses the compensation of the non-employee

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directors who served as our directors during the year ended December 31, 2008. We reimburse each of our non-employee directors for their reasonable expenses incurred in connection with attending meetings of our board of directors and related committees.

### DIRECTOR COMPENSATION

Name	Fees earned or paid in cash (1)	Stock Awards	Option Awards (2)	Nonqualified			Total
				Non-Equity Incentive Plan Compensation	Deferred Compensation Earnings	All Other Compensation	
Vincent P. Abbatecola (3)	\$9,000	\$ --	\$--	\$ --	\$ --	\$ --	\$9,000
Dominic J. Monetta	\$8,000	\$ --	\$--	\$ --	\$ --	\$ --	\$8,000
Otto C. Morch (3)	\$8,000	\$ --	\$--	\$ --	\$ --	\$ --	\$8,000

1. Excludes compensation for Board and committees participation earned in 2007 and paid in 2008.
2. We utilize the Black-Sholes method for valuing stock option awards
3. As of December 31, 2008, Mr. Abbatecola has options to purchase 40,000 shares of common stock outstanding and Mr. Morch has options to purchase 47,500 shares of common stock outstanding.

### Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The following table sets forth information as of February 26, 2009 based on information obtained from the persons named below, with respect to the beneficial ownership of Hudson's common stock by (i) each person known by Hudson to be the beneficial owner of more than 5% of Hudson's outstanding common stock, (ii) the Named Executives, (iii) each director of Hudson, and (iv) all of our directors and executive officers as a group:

### BENEFICIAL OWNERSHIP TABLE

Title of Class	Name of Beneficial Owner	Amount and Nature of Beneficial Ownership (1)	Percent of Class
Common stock	Kevin J. Zugibe	5,558,705 (2)	27.4%
Common stock	Brian F. Coleman	872,176 (3)	4.37%
Common stock	Charles F. Harkins	279,452 (4)	1.42%
Common stock	Vincent P. Abbatecola	74,500 (5)	*
Common stock	Dominic J. Monetta	120,100	*
Common stock	Otto C. Morch	52,509 (6)	*
Common stock	All directors and executive officers as a group (Eight Persons)	9,830,907 (7)	45.30%

\* = Less than 1%

(1) A person is deemed to be the beneficial owner of securities that can be acquired by such person within 60 days from February 26, 2009. Each beneficial owner's percentage ownership is determined by assuming that options and warrants that are held by such person (but not held by any other person) and which are exercisable within 60 days from February 26, 2009 have been exercised. Unless otherwise noted, Hudson believes that all persons named in the table have sole voting and investment power with respect to all shares of our common stock

beneficially owned by them. The address for each beneficial owner, unless otherwise noted, is c/o Hudson Technologies, Inc. at PO Box 1541, One Blue Hill Plaza, Pearl River, New York 10965.

(2) Includes (i) 87,500 shares which may be purchased at \$1.13 per share; (ii) 193,750 shares which may be purchased at \$1.15 per share; (iii) 37,500 shares which may be purchased at \$.83 per share; (iv) 18,750 shares which may be purchased at \$.95 per share; (v) 93,750 shares which may be purchased at \$1.02 per share; (vi) 18,750 shares which may be purchased at \$.87 per share; (vii) 18,750 shares which may be purchased at \$2.15 per share; (viii) 123,750 shares which may be purchased at \$1.76 per share; (ix) 35,000 shares which may be purchased at \$1.40 per share; (x) 9,300 shares which may be purchased at \$1.02 per share and (xi) 195,000 shares that may be purchased at \$0.85 per share under immediately exercisable options.

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(3) Includes (i) 75,000 shares which may be purchased at \$1.13 per share; (ii) 18,750 shares which may be purchased at \$1.15 per share; (iii) 25,000 shares which may be purchased at \$.83 per share; (iv) 12,500 shares which may be purchased at \$.95 per share; (v) 62,500 shares which may be purchased at \$1.02 per share; (vi) 12,500 shares which may be purchased at \$.87 per share; (vii) 12,500 shares which may be purchased at \$2.15 per share; (viii) 82,500 shares which may be purchased at \$1.76 per share; (ix) 32,500 shares which may be purchased at \$1.40 per share; (x) 8,100 shares which may be purchased at \$1.02 per share; and (xi) 180,000 shares which may be purchased at \$.85 per share under immediately exercisable options.

(4) Includes (i) 13,114 shares which may be purchased at \$1.13 per share; (ii) 14,063 shares which may be purchased at \$1.15 per share; (iii) 9,375 shares which may be purchased at \$2.15 per share; (iv) 61,875 shares which may be purchased at \$1.76 per share; (v) 23,125 shares which may be purchased at \$1.40 per share; (vi) 7,900 shares which may be purchased at \$1.02; and (vii) 150,000 which may be purchased at \$.85 per share under immediately exercisable options.

(5) Includes 40,000 shares which may be purchased at \$.85 per share under immediately exercisable options.

(6) Includes (i) 5,000 shares, which may be purchased at \$1.13 per share; (ii) 10,000 shares, which may be purchased at \$0.95 per share; (iii) 10,000 shares, which may be purchased at \$.94 per share; (iv) 2,500 shares, which may be purchased at \$1.12 per share; and (v) 20,000 shares which may be purchased at \$.85 per share under immediately exercisable options.

(7) Includes exercisable options to purchase 2,275,347 shares of common stock.

### Equity Compensation Plan

The following table provides certain information with respect to all of Hudson's equity compensation plans as of December 31, 2008.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	2,859,843	\$1.19	3,360,000
Equity compensation plans not approved by security holders (1)	<u>100,000</u>	\$1.88	--
Total	2,959,843	\$1.21	3,360,000

1. Represents three-year warrants, issued to our lenders, in connection with an amendment to our credit facility.

### Item 13. Certain Relationships and Related Transactions, and Director Independence

On June 28, 2007, we purchased and retired approximately 5,700,000 shares of our common stock from the Fleming Funds at a purchase price of \$0.65 per share, for total consideration of approximately \$3,700,000. Additionally, certain members of our management, in separate private transactions, purchased approximately 9,200,000 shares of our common stock from the Fleming Funds at a purchase price of \$0.65 per share, for a total consideration of approximately \$6,000,000. Of the total shares purchased by our management, Kevin J. Zugibe purchased 6,461,500, shares, Stephen P Mandracchia purchased 2,000,000 shares, Brian F. Coleman purchased 323,100 shares and James R. Buscemi purchased 292,300 shares. The shares purchased by management are unregistered shares and management did not receive registration rights in connection with their purchase of their shares.

On June 29, 2007, we commenced a tender offer to all of our common shareholders to purchase and retire up to approximately 1,200,000 shares of our common stock at a purchase price of \$1.12 per share. Upon completion of the tender offer, a total of approximately 55,000 shares of our common stock, at an aggregate purchase price of approximately \$62,000, were tendered to and accepted for purchase by us, all of which were retired. On September 25, 2007, we utilized the unused tender offer funds to purchase and retire approximately 1,100,000 shares of our common stock from the Fleming Funds at a price of \$1.12 per share, for a total consideration of approximately \$1,200,000.

Our board of Directors is comprised of five members, of which three directors are independent as defined under NASDAQ marketplace rules.



The independent members of the Board are Messrs. Abbatecola, Monetta and Morch. Messrs. Coleman and Zugibe are not independent as defined under NASDAQ marketplace rules.

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The independent members of our Board of Directors determine the compensation of our executive officers. The Board of Directors has established a Compensation/Stock Option Committee, which is responsible for recommending to the independent directors the compensation of our executive officers and for the administration of our employee benefit plans. The members of such committee are Messrs. Abbatecola, Coleman and Morch.

In September 2007, the Board established a Nominating Committee consisting of Messrs. Abbatecola, Monetta and Zugibe, and which is responsible for recommending to the independent directors nominees for election to the Board. Nominations to the Board are made by vote of the independent directors of the Board.

The members of our Audit Committee of our Board of Directors are Messrs. Abbatecola, Monetta, and Morch, all of whom are independent as defined under NASDAQ marketplace rules.

#### **Item 14. Principal Accounting Fees and Services**

**Audit Fees.** The aggregate fees billed by BDO Seidman, LLP for professional services rendered for the audit of the Company's annual financial statements for the years ended December 31, 2008 and 2007, the review of the financial statements included in the Company's Form 10-K for 2008 and Form 10-KSB for 2007 totaled \$209,200 and \$140,000, respectively.

**Audit-Related Fees.** In 2008, the aggregate fees billed by BDO Seidman, LLP for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements was \$1,000. In 2007, the aggregate fees billed by BDO Seidman, LLP for professional services rendered for assurance and related services that are reasonable related to the performance of the audit or review of the Company's financial statements totaled \$13,000.

**Tax Fees.** In 2008 and 2007 the aggregate fees billed by BDO Seidman, LLP for professional services rendered for tax advice totaled \$30,000 and \$11,000, respectively.

**All Other Fees:** In 2008 all other fees billed by BDO Seidman LLP for professional services rendered other than the services described in the paragraphs caption "Audit Fees", "Audit Related Fees" and "Tax Fees" were \$20,000. In 2007, the Company did not utilize BDO Seidman, LLP for products and services, other than the services described in the paragraphs caption "Audit Fees", "Audit Related Fees" and "Tax Fees."

The Audit Committee has established its pre-approval policies and procedures, pursuant to which the Audit Committee approved the foregoing audit services provided by BDO Seidman, LLP in 2008. Consistent with the Audit Committee's responsibility for engaging the Company's independent auditors, all audit and permitted non-audit services require pre-approval by the Audit Committee. The full Audit Committee approves proposed services and fee estimates for these services. The Audit Committee chairperson or their designee has been designated by the Audit Committee to approve any services arising during the year that were not pre-approved by the Audit Committee. Services approved by the Audit Committee chairperson are communicated to the full Audit Committee at its next regular meeting and the Audit Committee reviews services and fees for the fiscal year at each such meeting. Pursuant to these procedures, the Audit Committee approved the foregoing audit services provided by BDO Seidman, LLP.

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Part IV

#### **Item 15. Exhibits, Financial Statement and Schedules**

(A)(1) Financial Statements

The consolidated financial statements of Hudson Technologies, Inc. appear after Item 15 of this report

(A)(2) Financial Statement Schedules

None

(A)(3) Exhibits

3.1 Certificate of Incorporation and Amendment. (1)

3.2 Amendment to Certificate of Incorporation, dated July 20, 1994. (1)

- 3.3 Amendment to Certificate of Incorporation, dated October 26, 1994. (1)
- 3.4 Amended By-Laws, as amended March 10, 2006. (11)
- 3.5 Certificate of Amendment of the Certificate of Incorporation dated March 16, 1999. (2)
- 3.6 Certificate of Correction of the Certificate of Amendment dated March 25, 1999. (2)
- 3.7 Certificate of Amendment of the Certificate of Incorporation dated March 29, 1999. (2)
- 3.8 Certificate of Amendment of the Certificate of Incorporation dated February 16, 2001. (4)
- 3.9 Certificate of Amendment of the Certificate of Incorporation of Hudson Technologies, Inc., dated March 20, 2002. (5)
- 3.10 Amendment to Certificate of Incorporation dated January 3, 2003. (6)
- 3.11 Company's By-Laws, as amended September 19, 2007. (12)
- 10.1 Assignment of patent rights from Kevin J. Zugibe to Registrant. (1)
- 10.2 1997 Stock Option Plan of the Company, as amended. (3) (\*)
- 10.3 1994 Stock Option Plan of the Company. (1)\*
- 10.4 Form of Common stock Purchase Warrants to be issued to Holders of 10% Subordinated Convertible Note dated December 20, 2002. (6)
- 10.5 Form of Incentive Stock Option Agreement under the 1997 Stock Option Plan of the Company with full vesting upon issuance. (7)
- 10.6 Form of Incentive Stock Option Agreement under the 1997 Stock Option Plan of the Company with options vesting in equal quarterly installments over two year period. (7)
- 10.7 Form of Non-Incentive Stock Option Agreement under the 1997 Stock Option Plan of the Company with full vesting upon issuance. (7)
- 10.8 2004 Stock Incentive Plan. \*
- 10.9 Form of Incentive Stock Option Agreement under the 2004 Stock Incentive Plan of the Company with full vesting upon issuance. (8)
- 10.10 Form of Incentive Stock Option Agreement under the 2004 Stock Incentive Plan of the Company with options vesting in equal quarterly installments over two year period. (8)
- 10.11 Form of Non-Incentive Stock Option Agreement under the 2004 Stock Incentive Plan of the Company with full vesting upon issuance. (8)
- 10.12 Commercial Mortgage, dated May 27, 2005, between Hudson Technologies Company and Busey Bank. (9)
- 10.13 Commercial Installment Mortgage Note, dated May 27, 2005, between Hudson Technologies Company and Busey Bank. (9)
- 10.14 Amended and Restated Employment Agreement with Kevin J. Zugibe, as amended (17)\*
- 10.15 Agreement with Brian F. Coleman, as amended (17)\*
- 10.16 Agreement with James R. Buscemi, as amended (17)\*
- 10.17 Agreement with Charles F. Harkins, as amended (17)\*
- 10.18 Agreement with Stephen P. Mandracchia, as amended (17)\*
- 10.19 Amended and Restated Loan Agreement between Hudson Technologies Company and Keltic Financial Partners, L.P., dated June 26, 2007. (13)
- 10.20 Mortgage and Security Agreement between Hudson Technologies Company and Keltic Financial Partners, L.P., dated June 26, 2007. (13)
- 10.21 Amended and Restated Revolving Note, dated June 26, 2007. (13)
- 10.22 Amended and Restated Term Note A, dated June 26, 2007 in the amount of \$2,500,000 (13)
- 10.23 Term Note B, dated June 26, 2007, in the amount of \$4,500,000. (13)
- 10.24 Stock Purchase Agreement between Hudson Technologies, Inc. and Fleming Funds, dated June 28, 2007. (13)
- 10.25 Stock Purchase Agreement between Kevin J. Zugibe and Fleming, U.S. Discovery Fund III, L.P. dated June 28, 2007. (13)
- 10.26 Stock Purchase Agreement between Stephen P. Mandracchia and Fleming, U.S. Discovery Fund III, L.P., dated June 28, 2007. (13)
- 10.27 Stock Purchase Agreement between Brian F. Coleman and Fleming, U.S. Discovery Fund III, L.P. dated June 28, 2007. (13)

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- 10.28 Stock Purchase Agreement between James R. Buscemi and Fleming, U.S. Discovery Fund III, L.P. dated June 28, 2007. (13)
- 10.29 Stock Purchase Agreement between Hudson Technologies, Inc., Fleming U.S. Discovery Fund III, L.P. and Fleming U.S. Offshore Discovery Fund III, L.P. dated September 25, 2007. (14)
- 10.30 Second Amendment to Amended and Restated Loan Agreement between Hudson Technologies Company, Keltic Financial Partners, L.P and Bridge Healthcare Finance, LLC, dated April 17, 2008. (15)
- 10.31 Second Amended, Restated and Bifurcated Revolving Note, dated April 17, 2008, in the amount of \$10,000,000. (15).
- 10.32 Second Amended, Restated and Bifurcated Revolving Note, dated April 17, 2008, in the amount of \$5,000,000. (15)

- 10.33 Second Amended, Restated and Bifurcated Term Note A, dated April 17, 2008 in the amount of \$1,666,666.67. (15)
- 10.34 Second Amended, Restated and Bifurcated Term Note A, dated April 17, 2008 in the amount of \$833,333.33. (15)
- 10.35 Amended, Restated and Bifurcated Term Note B, dated April 17, 2008, in the amount of \$3,000,000. (15)
- 10.36 Amended, Restated and Bifurcated Term Note B, dated April 17, 2008, in the amount of \$1,500,000. (15)
- 10.37 Warrant to Purchase Common Stock, dated April 17, 2008, for 66,667 shares of Common Stock issued to Keltic Financial Partners, L.P. (15)
- 10.38 Warrant to Purchase Common Stock, dated April 17, 2008, for 33,333 shares of Common Stock issued to Bridge Healthcare Finance, LLC. (15)
- 10.39 2008 Stock Incentive Plan. (16)
- 10.40 Form of Incentive Stock Option Agreement under the 2008 Stock Incentive Plan with full vesting upon issuance. (17)
- 10.41 Form of Incentive Stock Option Agreement under the 2008 Stock Incentive Plan with options vesting in equal installments over two year period. (17)
- 10.42 Form of Non-Incentive Stock Option Agreement under the 2008 Stock Incentive Plan with full vesting upon issuance. (17)
- 10.43 Form of Non-Incentive Stock Option Agreement under the 2008 Stock Incentive Plan with options vesting in equal installments over two year period. (17)
- 14 Code of Business Conduct and Ethics. (10)
- 21 Subsidiaries of the Registrant. (17)
- 23.1 Consent of BDO Seidman, LLP. (17)
- 31.1 Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (17)
- 31.2 Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (17)
- 32.1 Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of Sarbanes-Oxley Act of 2002. (17)
- 32.2 Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of Sarbanes-Oxley Act of 2002. (17)

- (1) Incorporated by reference to the comparable exhibit filed with the Company's Registration Statement on Form SB-2 (No. 33-80279-NY).
- (2) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-QSB for the quarter ended June 30, 1999.
- (3) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the year ended December 31, 1999.
- (4) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the year ended December 31, 2000.
- (5) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the year ended December 31, 2001.
- (6) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the year ended December 31, 2002.
- (7) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-QSB for the quarter ended September 30, 2004.
- (8) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the year ended December 31, 2004.
- (9) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the quarter ended June 30, 2005
- (10) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 8-K, dated December 13, 2005, and filed May 31, 2005.
- (11) Incorporated by reference to the comparable exhibit filed with the Company's Report of Form 8-K, dated March 8, 2006, and filed March 14, 2006.
- (12) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the quarter ended September 30, 2007.

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- (13) Incorporated by reference to the comparable exhibit filed with the Company's Form TO filed June 29, 2007.
- (14) Incorporated by reference to the comparable exhibit file to the Company's Form 8-K filed September 25, 2007.
- (15) Incorporated by reference to comparable exhibit filed with the Company's Form 8-K filed April 22, 2008.
- (16) Incorporated by reference to Appendix I to the Company's Definitive Proxy Statement on Schedule 14A filed July 29, 2008.
- (17) Filed herewith

(\*) Denotes Management Compensation Plan, agreement or arrangement.

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## Hudson Technologies, Inc. Consolidated Financial Statements

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### Report of Independent Registered Public Accounting Firm

To Stockholders and Board of Directors

Hudson Technologies, Inc.

Pearl River, New York

We have audited the accompanying consolidated balance sheets of Hudson Technologies, Inc. and subsidiaries as of December 31, 2008 and 2007 and the related consolidated statements of operations, stockholders' equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the Standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit includes consideration of internal controls over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal controls over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Hudson Technologies, Inc. and subsidiaries as of December 31, 2008 and 2007 and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States.

/s/ BDO Seidman, LLP

**Hudson Technologies, Inc. and subsidiaries**  
**Consolidated Balance Sheets**

(Amounts in thousands, except for share and par value amounts)

	<u>December 31,</u> <u>2008</u>	<u>2007</u>
<b><u>Assets</u></b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$ 214	\$ 283
Trade accounts receivable - net	1,731	1,746
Inventories	23,613	12,602
Prepaid expenses and other current assets	<u>665</u>	<u>242</u>
<b>Total current assets</b>	26,223	14,873
Property, plant and equipment, less accumulated depreciation and amortization	2,921	2,881
Other assets	158	46
Deferred tax asset	4,120	1,520
Intangible assets, less accumulated amortization	<u>73</u>	<u>66</u>
<b>Total Assets</b>	<u>\$33,495</u>	<u>\$19,386</u>
	=====	=====
<b><u>Liabilities and Stockholders' Equity</u></b>		
<b>Current liabilities:</b>		
Accounts payable and accrued expenses	\$ 5,590	\$ 3,568
Accrued payroll	1,010	638
Short-term debt and current maturities of long-term debt	<u>8,524</u>	<u>3,124</u>
<b>Total current liabilities</b>	15,124	7,330
Long-term debt, less current maturities	<u>5,665</u>	<u>6,493</u>
<b>Total Liabilities</b>	<u>20,789</u>	<u>13,823</u>

**Commitments and contingencies**

**Stockholders' equity:**

Preferred stock, shares authorized 5,000,000:

Series A Convertible Preferred stock, \$0.01 par value (\$100 liquidation preference value); shares authorized 150,000

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Common stock, \$0.01 par value; shares authorized 50,000,000;

issued and outstanding 19,424,533 and 19,072,264	194	191
Additional paid-in capital	35,820	35,349
Accumulated deficit	<u>(23,308)</u>	<u>(29,977)</u>
<b>Total Stockholders' Equity</b>	<u>12,706</u>	<u>5,563</u>
<b>Total Liabilities and Stockholders' Equity</b>	\$33,495 =====	\$19,386 =====

See accompanying Notes to the Consolidated Financial Statements.

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## Hudson Technologies, Inc. and subsidiaries

### Consolidated Statements of Operations

(Amounts in thousands, except for share and per share amounts)

	<u>For the years ended December 31,</u>	
	<u>2008</u>	<u>2007</u>
<b>Revenues</b>	\$33,167	\$26,894
<b>Cost of sales</b>	<u>21,857</u>	<u>20,041</u>
<b>Gross Profit</b>	<u>11,310</u>	<u>6,853</u>
<b>Operating expenses:</b>		
Selling and marketing	2,118	1,514
General and administrative, includes \$ 59 and \$511 for share-based payment arrangements	3,776	3,355
Compensation expense for stock purchases	=	<u>4,338</u>
<b>Total operating expenses</b>	<u>5,894</u>	<u>9,207</u>
<b>Operating income (loss)</b>	<u>5,416</u>	<u>(2,354)</u>
<b>Other income (expense):</b>		
Interest expense	(1,170)	(768)
Other income	<u>3</u>	<u>22</u>
<b>Total other income (expense)</b>	<u>(1,167)</u>	<u>(746)</u>
<b>Income (loss) before income taxes</b>	4,249	(3,100)
<b>Income tax benefit</b>	<u>(2,420)</u>	<u>(1,139)</u>
<b>Net income (loss)</b>	\$6,669 =====	(\$1,961) =====
Net income (loss) per common share - basic	\$ 0.35 =====	(\$ 0.09) =====
Net income (loss) per common share - diluted	\$ 0.33 =====	(\$ 0.09) =====
Weighted average number of shares outstanding - basic	19,271,530 =====	22,214,197 =====

Weighted average number of shares outstanding - diluted	20,306,207	22,214,197
	=====	=====

See accompanying Notes to the Consolidated Financial Statements.

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**Hudson Technologies, Inc. and subsidiaries**  
**Consolidated Statements of Stockholders' Equity**

(Amounts in thousands, except for share amounts)

	<u>Common stock</u> <u>Shares</u>	<u>Amount</u>	<u>Additional</u> <u>Paid-in Capital</u>	<u>Accumulated</u> <u>Deficit</u>	<u>Total</u>
<b>Balance at</b>					
<b>December 31, 2006</b>	<b>25,915,464</b>	<b>\$259</b>	<b>\$35,765</b>	<b>(\$28,016)</b>	<b>\$ 8,008</b>
Issuance of common stock upon exercise of stock options	5,000	--	4	--	4
Value of share- based arrangements	--	--	511	--	511
Purchase of common stock	(6,848,200)	(68)	(5,269)	--	(5,337)
Compensation expense for stock purchases	--	--	4,338	--	4,338
Net loss	=	=	=	<u>(1,961)</u>	<u>(1,961)</u>
<b>Balance at</b>					
<b>December 31, 2007</b>	<b>19,072,264</b>	<b>191</b>	<b>35,349</b>	<b>(29,977)</b>	<b>5,563</b>
Issuance of common stock upon exercise of stock options and warrants	352,269	3	338	--	341
Value of share-based arrangements	--	--	59	--	59
Value of warrant issuances	--	--	74	--	74
Net income	=	=	=	<u>6,669</u>	<u>6,669</u>
<b>Balance at</b>					
<b>December 31, 2008</b>	<b>19,424,533</b>	<b>\$194</b>	<b>\$35,820</b>	<b>(\$23,308)</b>	<b>\$12,706</b>
	=====	=====	=====	=====	=====

See accompanying Notes to the Consolidated Financial Statements.

**Hudson Technologies, Inc. and subsidiaries**  
**Consolidated Statements of Cash Flows**  
**Increase (Decrease) in Cash and Cash Equivalents**

(Amounts in thousands)

	<u>For the years ended December</u>	
	<u>2008</u>	<u>31,</u> <u>2007</u>
<b>Cash flows from operating activities:</b>		
Net income (loss)	\$6,669	(\$1,961)
Adjustments to reconcile net income (loss) to cash provided (used) by operating activities:		
Depreciation and amortization	547	561
Allowance for doubtful accounts	27	(65)
Amortization of deferred finance cost	18	--
Value of share-based payment arrangements	59	511
Deferred tax benefit	(2,600)	(1,268)
Compensation expense for stock purchases	--	4,338
Changes in assets and liabilities:		
Trade accounts receivable	(12)	(450)
Inventories	(11,011)	(209)
Prepaid expenses and other current assets	(423)	(83)
Other assets	(57)	(13)
Accounts payable and accrued expenses	<u>2,394</u>	<u>(979)</u>
<b>Cash provided (used) by operating activities</b>	<u>(4,389)</u>	<u>382</u>
<b>Cash flows from investing activities:</b>		
Additions to patents	(35)	(14)
Additions to property, plant, and equipment	<u>(558)</u>	<u>(432)</u>
<b>Cash used by investing activities</b>	<u>(593)</u>	<u>(446)</u>
<b>Cash flows from financing activities:</b>		
Purchase of common stock - net	--	(5,337)
Proceeds from issuance of common stock - net	341	4
Proceeds (repayment) of short-term debt - net	5,371	(1,043)
Proceeds from long-term debt	333	7,000
Repayment of long-term debt	<u>(1,132)</u>	<u>(870)</u>
<b>Cash provided (used) by financing activities</b>	<u>4,913</u>	<u>(246)</u>
Decrease in cash and cash equivalents	(69)	(310)
Cash and cash equivalents at beginning of period	<u>283</u>	<u>593</u>
<b>Cash and cash equivalents at end of period</b>	<u>\$ 214</u>	<u>\$ 283</u>
	=====	=====
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid during period for interest	\$ 1,198	\$ 768
Cash paid for income taxes	\$ 700	\$ 35
<b>Supplemental schedule of non-cash investing and financing activities:</b>		
Debt issued in connection with purchase of property, plant and equipment	\$ 333	\$ 37



**Hudson Technologies, Inc. and subsidiaries**

**Notes to the Consolidated Financial Statements**

**Note 1 - Summary of Significant Accounting Policies**

**Business**

Hudson Technologies, Inc., incorporated under the laws of New York on January 11, 1991, is a refrigerant services company providing innovative solutions to recurring problems within the refrigeration industry. The Company's products and services are primarily used in commercial air conditioning, industrial processing and refrigeration systems, including (i) refrigerant sales, (ii) refrigerant management services consisting primarily of reclamation of refrigerants and (iii) RefrigerantSide® Services performed at a customer's site, consisting of system decontamination to remove moisture, oils and other contaminants. In addition, RefrigerantSide® Services include predictive and diagnostic services for industrial and commercial refrigeration applications, which are designed to predict potential catastrophic problems and identify inefficiencies in an operating system. The Company's Chiller Chemistry®, Chill Smart®, Fluid Chemistry™ and Performance Optimization are predictive and diagnostic service offerings. The Company operates through its wholly-owned subsidiary, Hudson Technologies Company. Unless the context requires otherwise, references to the "Company", "Hudson", "we", "us", "our", or similar pronouns refer to Hudson Technologies, Inc. and its subsidiaries.

**Consolidation**

The consolidated financial statements represent all companies of which Hudson directly or indirectly has majority ownership or otherwise controls. Significant intercompany accounts and transactions have been eliminated. The Company's consolidated financial statements include the accounts of wholly-owned subsidiaries Hudson Holdings, Inc. and Hudson Technologies Company.

**Fair value of financial instruments**

The carrying values of financial instruments including trade accounts receivable and accounts payable approximate fair value at December 31, 2008, because of the relatively short maturity of these instruments. The carrying value of short-and long-term debt approximates fair value, based upon quoted market rates of similar debt issues, as of December 31, 2008.

**Credit risk**

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist principally of temporary cash investments and trade accounts receivable. The Company maintains its temporary cash investments in highly-rated financial institutions and, at times, the balances exceed FDIC insurance coverage. The Company's trade accounts receivables are primarily due from companies throughout the United States. The Company reviews each customer's credit history before extending credit.

The Company establishes an allowance for doubtful accounts based on factors associated with the credit risk of specific accounts, historical trends, and other information. The carrying value of the Company's accounts receivable is reduced by the established allowance for doubtful accounts. The allowance for doubtful accounts includes any accounts receivable balances that are determined to be uncollectible, along with a general reserve for the remaining accounts receivable balances. The Company adjusts its general or specific reserves based on factors that affect the collectability of the accounts receivable balances.

For the year ended December 31, 2008, no one customer accounted for more than 10% of the Company's revenues. For the year ended December 31, 2007, one customer accounted for approximately 12% of the Company's revenues.

The loss of a principal customer or a decline in the economic prospects of and/or a reduction in purchases of the Company's products or services by any such customer could have an adverse effect on the Company's future financial position and results of operations.

**Cash and cash equivalents**

Temporary investments with original maturities of ninety days or less are included in cash and cash equivalents.

**Inventories**

Inventories, consisting primarily of refrigerant products available for sale, are stated at the lower of cost, on a first-in first-out basis, or market.

## Property, plant, and equipment

Property, plant, and equipment are stated at cost, including internally manufactured equipment. The cost to complete equipment that is under construction is not considered to be material to the Company's financial position. Provision for depreciation is recorded (for financial reporting purposes) using the straight-line method over the useful lives of the respective assets. Leasehold improvements are amortized on a straight-line basis over the shorter of economic life or terms of the respective leases. Costs of maintenance and repairs are charged to expense when incurred.

Due to the specialized nature of the Company's business, it is possible that the Company's estimates of equipment useful life periods may change in the future.

## Revenues and cost of sales

Revenues are recorded upon completion of service or product shipment and passage of title to customers in accordance with contractual terms. The Company evaluates each sale to ensure collectability. In addition, each sale is based on an arrangement with the customer and the sales price to the buyer is fixed. License fees are recognized over the period of the license based on the respective performance measurements associated with the license. Royalty revenues are recognized when earned. Cost of sales is recorded based on the cost of products shipped or services performed and related direct operating costs of the Company's facilities. To the extent that the Company charges its customers shipping fees such amounts are included as a component of revenue and the corresponding costs are included as a component of cost of sales.

The Company's revenues are derived from refrigerant and reclamation sales and RefrigerantSide® Services, including license and royalty revenues. The revenues for each of these lines are as follows:

<b>Year Ended December 31,</b> <i>(in thousands)</i>	<b><u>2008</u></b>	<b><u>2007</u></b>
Refrigerant and reclamation sales	\$29,531	\$22,948
RefrigerantSide® Services	<u>3,636</u>	<u>3,946</u>
Total	\$33,167 =====	\$26,894 =====

## Income taxes

The Company utilizes the asset and liability method for recording deferred income taxes, which provides for the establishment of deferred tax asset or liability accounts based on the difference between tax and financial reporting bases of certain assets and liabilities. The tax benefit associated with the Company's net operating loss carry forwards ("NOL's") is recognized to the extent that the Company is expected to recognize future taxable income. The Company has assessed the recoverability of its deferred tax assets based on its expectation that it will recognize future taxable income and accordingly has adjusted its valuation allowance for this asset. Consequently, during the year ended December 31, 2008, the Company has recognized a decrease in the valuation allowance on its deferred tax assets of approximately \$2,600,000 and as of December 31, 2008, the total deferred tax asset is \$4,120,000.

Certain states either do not allow or limit NOL's and as such the Company will be liable for certain state taxes. To the extent that the Company utilizes its NOL's, it will not pay tax on such income but may be subject to the federal alternative minimum tax. In addition, to the extent that the Company's net income, if any, exceeds the annual NOL limitation it will pay income taxes based on existing statutory rates.

As a result of an internal revenue audit, the 2006 and prior tax years have been closed. The Company operates in many states throughout the United States and, as of December 31, 2008, the various states statute of limitations remain open for tax years subsequent to 2004.

On June 28, 2007, Fleming U.S. Discovery Fund III, L.P. and Fleming U.S. Offshore Discovery Fund III, L.P. (individually and collectively "Fleming Funds") sold a total of approximately 14,900,000 shares of Hudson's common stock in a transaction involving the Company and in a separate transaction with certain members of the Company's management (the "Transactions"). Prior to the Transactions, the Fleming Funds owned in the aggregate approximately 19,100,000 shares, or 74% of the Company's outstanding common stock. Under Section 382 of the Internal Revenue Code of 1986, as amended, the sale by Fleming Funds of their shares resulted in a "change in control", which limits the Company's ability to utilize its existing NOL's to approximately \$1,300,000 annually.

## Income (loss) per common and equivalent shares

The following table sets forth the computation of basic and diluted income (loss) per common share for the years ended December 31:

**2008** **2007**

<b>Numerator:</b>		
Net Income (loss)	\$6,669,000	\$(1,961,000)
	=====	=====
<b>Denominator:</b>		
Weighted average number of shares - basic	19,271,530	22,214,197
Shares underlying options and warrants	<u>1,034,677</u>	=
Weighted average number of shares-diluted	20,306,207	22,214,197
	=====	=====

In 2008 and 2007, certain options and warrants aggregating 259,625 and 3,173,000 shares, respectively, have been excluded from the calculation of diluted shares due to the fact that their effect would be anti-dilutive.

### Estimates and risks

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect reported amounts of certain assets and liabilities, the disclosure of contingent assets and liabilities, and the results of operations during the reporting period. Actual results could differ from these estimates.

The Company participates in an industry that is highly regulated, changes in which could affect operating results. Currently the Company purchases virgin, hydrochlorofluorocarbons ("HCFC") and hydrofluorocarbons ("HFC"), refrigerants and reclaimable, primarily HCFC and chlorofluorocarbon ("CFC"), refrigerants from suppliers and its customers. Effective January 1, 1996, the Clean Air Act (the "Act") prohibited the production of CFC refrigerants and limited the production of HCFC refrigerants. Additionally, effective January 2004, the Act further limited the production of HCFC refrigerants and federal regulations were enacted which impose limitations on the importation of certain virgin HCFC refrigerants. Under the Act, production of certain HCFC refrigerants is scheduled to be phased during the period 2010 through 2020, and production of all HCFC refrigerants is scheduled to be phased out by 2030. Notwithstanding the limitations under the Act, the Company believes that sufficient quantities of new and used refrigerants will continue to be available to it at a reasonable cost for the foreseeable future. To the extent that the Company is unable to source sufficient quantities of refrigerants or is unable to obtain refrigerants on commercially reasonable terms or experiences a decline in demand and/or price for refrigerants, the Company could realize reductions in refrigerant processing and possible loss of revenues, which would have a material adverse affect on operating results.

The Company is subject to various legal proceedings. The Company assesses the merit and potential liability associated with each of these proceedings. In addition, the Company estimates potential liability, if any, related to these matters. To the extent that these estimates are not accurate, or circumstances change in the future, the Company could realize liabilities, which would have a material adverse effect on operating results and our financial position.

### Impairment of long-lived assets and long-lived assets to be disposed of

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to the future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less the cost to sell.

### Recent accounting pronouncements

In September 2006, the Financial Accounting Standards Board ("FASB") issued FASB statement No. 157 ("SFAS No. 157"), "Fair Value Measurements," which establishes a framework for measuring fair value in generally accepted accounting principles and expands disclosures about fair value measurements. SFAS No. 157 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. SFAS No. 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years. The FASB agreed to defer the effective date of Statement 157 for one year for non-financial assets and non-financial liabilities that are recognized or disclosed at fair value in the financial statements on a nonrecurring basis. There is no deferral for financial assets and financial liabilities, nor for the rare non-financial assets and non-financial liabilities that are remeasured at fair value at least

annually. The adoption of SFAS No. 157 did not have a material impact on the Company's results of operations or its financial position. The Company is currently evaluating the impact that SFAS No. 157 will have on its non-financial assets and liabilities, but the adoption is not expected to have a material impact on our financial statements.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities" ("SFAS 159"), which provides companies with an option to report selected financial assets and liabilities at fair value with the changes in fair value recognized in earnings at each subsequent reporting date. SFAS 159 provides an opportunity to mitigate potential volatility in earnings caused by measuring related assets and liabilities differently, and it may reduce the need for applying complex hedge accounting provisions. SFAS 159 is effective for fiscal years beginning after November 15, 2007. Adoption of SFAS 159 had no financial statement impact on the Company.

In December 2007, the FASB issued Statement No. 141 (revised 2007), "Business Combinations" ("FAS 141"). FAS No. 141 (revised 2007) requires an acquirer to measure the identifiable assets acquired, the liabilities assumed and any noncontrolling interest in the acquiree at their fair values on the acquisition date, with goodwill being the excess value over the net identifiable assets acquired. This standard also

requires the fair value measurement of certain other assets and liabilities related to the acquisition such as contingencies. FAS 141 (revised 2007) applies prospectively to business combinations and is effective for fiscal years beginning on or after December 15, 2008.

In June 2008, the Emerging Issues Task Force of the FASB published EITF Issue 07-5 "Determining Whether an Instrument is Indexed to an Entity's Own Stock" ("EITF 07-5") to address concerns regarding the meaning of "indexed to an entity's own stock" contained in FAS Statement 133 "Accounting for Derivative Instruments and Hedging Activities". This related to the determination of whether a freestanding equity-linked instrument should be classified as equity or debt. If an instrument is classified as debt, it is valued at fair value, and this value is remeasured on an ongoing basis, with changes recorded in earnings in each reporting period. EITF 07-5 is effective for years beginning after December 15, 2008 and earlier adoption is not permitted. Adoption of EITF 07-5 will have no financial statement impact on the Company for warrants that were outstanding on December 31, 2008.

#### Note 2 - Other income

For the year ended December 31, 2008 and 2007 other income consisted of interest income of \$3,000 and \$22,000 respectively.

#### Note 3 - Income taxes

During the year ended December 31, 2008 and 2007, the Company was subject to federal and state income taxes for the states that allow or limit NOL's of \$180,000 and \$129,000 respectively. For the year ended December 31, 2008 and 2007, the Company recognized a tax benefit of \$2,600,000 and \$1,268,000, respectively, related to the reduction of the valuation allowance relating to its deferred tax assets.

Reconciliation of the Company's actual tax rate to the U.S. Federal statutory rate is as follows:

<u>Years ended December 31,</u>	<u>2008</u>	<u>2007</u>
<u>Income tax rates</u>		
- Statutory U.S. federal rate	34%	34%
- States, net U.S. benefits	4%	2%
- Non-Statutory federal and state taxes	--%	(4%)
- Permanent difference for compensation expense	--%	(50%)
- Change in valuation allowance	<u>(95%)</u>	<u>55%</u>
Total	<u>(57%)</u>	<u>37%</u>
	=====	=====

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As of December 31, 2008, the Company had NOL's of approximately \$20,000,000 expiring 2009 through 2023. The Company's NOL's are subject to an annual limitation of \$1,300,000.

Elements of deferred income tax assets (liabilities) are as follows:

<u>December 31,</u>	<u>2008</u>	<u>2007</u>
<i>(in thousands)</i>		
<u>Deferred tax assets (liabilities)</u>		
- Depreciation & amortization	\$ 101	\$ 86
- Reserves for doubtful accounts	91	99
- Accrued Payroll	329	--
- Inventory reserve	43	42
- NOL	<u>7,312</u>	<u>8,570</u>
Subtotal	<u>7,876</u>	<u>8,797</u>
- Valuation allowance	<u>(3,756)</u>	<u>(7,277)</u>
Total	<u>\$ 4,120</u>	<u>\$ 1,520</u>
	=====	=====

The Company considered its projected future taxable income, and associated annual limitations, in determining the amount of deferred tax assets to recognize. The Company continues to reserve deferred tax assets relating to the utilization of NOL's for periods that it cannot reasonably predict operating results.

#### Note 4 - Trade accounts receivable - net

At December 31, 2008 and 2007, trade accounts receivable are net of reserves for doubtful accounts of \$254,000 and \$276,000, respectively.

## Note 5- Inventories

Inventories consist of the following:

<b>December 31,</b> <i>(in thousands)</i>	<b><u>2008</u></b>	<b><u>2007</u></b>
Refrigerant and cylinders	\$ 5,808	\$ 3,384
Packaged refrigerants	<u>17,805</u>	<u>9,218</u>
Total	\$23,613 =====	\$12,602 =====

## Note 6 - Property, plant, and equipment

Elements of property, plant, and equipment are as follows:

<b>December 31,</b> <i>(in thousands)</i>	<b><u>2008</u></b>	<b><u>2007</u></b>	<b><u>Estimated Lives</u></b>
<b><u>Property, plant, &amp; equipment</u></b>			
- Land	\$ 530	\$ 228	
- Buildings	830	830	39 years
- Building improvements	709	697	39 years
- Equipment	6,584	6,407	3-10 years
- Equipment under capital lease	25	124	7 years
- Vehicles	1,046	1,046	5 years
- Lab equipment and computers	675	565	3-5 years
- Furniture & fixtures	151	123	7-8 years
- Leasehold improvements	39	37	3 years
- Equipment under construction	<u>56</u>	<u>40</u>	
Subtotal	10,645	10,097	
Accumulated depreciation & amortization	<u>7,724</u>	<u>7,216</u>	
Total	\$2,921 =====	\$2,881 =====	

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## Note 7 - Short-term and long-term debt

Elements of short-term and long-term debt are as follows:

<b>December 31,</b> <i>(in thousands)</i>	<b><u>2008</u></b>	<b><u>2007</u></b>
<b><u>Short-term &amp; long-term debt</u></b>		
<i>Short-term debt:</i>		
- Bank credit line	\$7,373	\$2,002
- Long-term debt: current	<u>1,151</u>	<u>1,122</u>
Subtotal	<u>8,524</u>	<u>3,124</u>
<i>Long-term debt:</i>		
- Building and land mortgage	1,099	846
- Capital lease obligations	35	17
- Bank term loan	5,500	6,500
- Vehicle loans	182	252
- Less: current maturities	<u>(1,151)</u>	<u>(1,122)</u>
Subtotal	<u>5,665</u>	<u>6,493</u>
<b><u>Total short-term &amp; long-term debt</u></b>	\$14,189 =====	\$9,617 =====

### Bank credit line and term loan

On June 26, 2007 the Company entered into a credit facility with Keltic Financial Partners, LLP ("Keltic") and on April 17, 2008, Hudson amended its credit facility with Keltic and secured participation from Bridge Healthcare Financial, LLC ("Bridge") to provide for borrowings up

to \$15,000,000. The facility consists of a revolving line of credit and term loans, which expires on June 20, 2011. Advances under the revolving line of credit are limited to (i) 85% of eligible trade accounts receivable and (ii) 55% of eligible inventory. Advances available to Hudson under the A and B term loans may not exceed \$2,500,000 and \$4,500,000, respectively. At December 31, 2008, the facility bore interest at 6.5%. Substantially all of Hudson's assets are pledged as collateral for its obligations to Keltic and Bridge under the credit facility. In addition, among other things, the agreement restricts Hudson's ability to declare or pay any cash dividends on its capital stock. As of December 31, 2008 and 2007, Hudson had in the aggregate \$7,373,000 and \$2,002,000, respectively, of borrowings outstanding and \$2,127,000 and \$1,069,000, respectively, available for borrowing under the revolving line of credit. In addition, as of December 31, 2008, the Company had \$5,500,000 of borrowings outstanding under the A and B term loans with Keltic and Bridge.

In connection with the amendment to the credit facility, the Company issued 66,667 five-year common stock purchase warrants to Keltic exercisable at \$1.88 per share, and issued 33,333 five-year common stock purchase warrants to Bridge exercisable at \$1.88 per share. The Company utilizes the Black-Scholes pricing model to compute the fair value of the 100,000 stock purchase warrants. The \$74,000, representing fair value of the warrants, is being amortized over the life of the credit facility and as of December 31, 2008 there was \$55,000 unamortized debt cost, which is included in other assets on the balance sheet .

#### *Building Mortgage*

In May 2005, the Company purchased its Champaign, Illinois facility for a total purchase price of \$999,999. The Company has financed the purchase with a 15 year amortizing loan in the amount of \$945,000 with a balloon payment due on June 1, 2012. The note bears interest at 7% for the first five years and then adjusts annually based on prime plus 2%. As of December 31, 2008 and 2007, the Company has approximately \$806,000 and \$846,000, respectively, outstanding under the loan.

#### *Land Mortgage*

In April 2008, the Company purchased five acres of vacant land adjacent to its Champaign, Illinois facility for \$300,000. The Company financed the purchase with a 15 year amortization loan in the amount of \$300,000 with a balloon payment due on June 1, 2012. The note bears an interest rate at 6.7% and \$293,000 is outstanding as of December 31, 2008,

#### *Vehicle Loans*

During 2006, the Company entered into various vehicle loans. The vehicles are primarily used in connection with the Company's RefrigerantSide® Services. The loans are payable in 60 monthly payments through August 2012 and bear interest from 2% to 9.5%.

Scheduled maturities of the Company's long-term debt and capital lease obligations are as follows:

<u>Years ended December 31,</u> <i>(in thousands)</i>	<u>Amount</u>
- 2009	\$1,151
- 2010	1,157
- 2011	3,603
- 2012	<u>905</u>
Total	\$6,816 =====

#### *Capital Lease Obligations*

The Company rents certain equipment with a net book value of approximately \$43,000 at December 31, 2008 under leases, which have been classified as capital leases. Scheduled future minimum lease payments under capital leases net of interest are as follows:

<u>Years ended December 31,</u> <i>(in thousands)</i>	<u>Amount</u>
- 2009	\$22
- 2010	<u>15</u> 37
Less Interest Expense	<u>(2)</u>
Total	\$35 ====

## Note 8 - Stockholders' equity

On June 28, 2007, the Company purchased and retired approximately 5,700,000 shares of its common stock from the Fleming Funds at a purchase price of \$0.65 per share, for total consideration of approximately \$3,700,000. Additionally, certain members of the Company's management, in separate private transactions, purchased approximately 9,200,000 shares of the Company's common stock from the Fleming Funds at a purchase price of \$0.65 per share, for a total consideration of approximately \$6,000,000. The shares purchased by management are unregistered shares and management did not receive registration rights in connection with the purchase of their shares.

On June 29, 2007 the Company commenced a tender offer to all of its common shareholders to purchase and retire up to approximately 1,200,000 shares of its common stock at a purchase price of \$1.12 per share. Upon completion of the tender offer, a total of approximately 55,000 shares of the Company's common stock, at an aggregate purchase price of approximately \$62,000, were tendered to and accepted for purchase by the Company, all of which were retired. On September 25, 2007 the Company utilized the unused tender offer funds to purchase and retire approximately 1,100,000 shares of its common stock from the Fleming Funds at a price of \$1.12 per share, for a total consideration of approximately \$1,200,000.

As a consequence of the shares purchased by the Company in the tender offer, and the shares purchased by the Company from the Fleming Funds, the Company retired an aggregate of approximately 6,900,000 shares of its common stock and has increased its long-term debt by approximately \$5,000,000. The retirement of those shares represents more than a 26% reduction in the number of outstanding shares of the Company when compared to the total outstanding shares prior to the tender offer and the purchases from the Fleming Funds.

The sale on June 28, 2007 by the Fleming Funds to certain members of the Company's management of approximately 9,200,000 shares at a purchase price of \$0.65 per share required the Company to incur a non-cash, non-recurring compensation expense and a corresponding increase to additional paid-in capital of approximately \$4,338,000, both of which were recognized in the quarter ended June 30, 2007, which represents the difference between the market value of the Company's common stock on June 28, 2007 and the purchase price of the common stock. The Company's net worth was unaffected by the \$4,338,000 non-cash, non-recurring charge.

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## Note 9 - Commitments and contingencies

### Rents and operating leases

Hudson utilizes leased facilities and operates equipment under non-cancelable operating leases through March 1, 2013.

### Properties

<u>Location</u>	<u>Annual Rent</u>	<u>Lease Expiration Date</u>
Auburn, Washington	\$ 25,000	Month to Month
Baton Rouge, Louisiana	\$ 27,000	10/2009
Champaign, Illinois	\$230,000	12/2011
Charlotte, North Carolina	\$ 65,000	11/2009
Orangeburg, New York	\$172,000	6/2011
Pearl River, New York	\$103,000	2/2013
Pottsboro, Texas	\$ 18,000	8/2011
Hampstead, New Hampshire	\$ 21,000	8/2010

The Company rents properties and various equipment under operating leases. Rent expense for the years ended December 31, 2008 and 2007 totaled approximately \$440,000 and \$404,000, respectively. In addition to the properties above, the Company does at times utilize public warehouse space on a month to month basis. The Company typically enters into short-term leases for the facilities and wherever possible extends the expiration date of such leases.

Future commitments under operating leases are summarized as follows:

<u>Years ended December 31,</u> <i>(in thousands)</i>	<u>Amount</u>
- 2009	\$636
- 2010	522
- 2011	429
- 2012	110
-2013	<u>28</u>
Total	\$1,725 =====

### Legal Proceedings

On April 1, 1999, the Company reported a release of approximately 7,800 lbs. of R-11 refrigerant (the "1999 Release"), at its leased facility in Hillburn, NY, which was vacated in June 2006 ("Facility"). A failed hose connection to one of the Company's outdoor storage tanks allowed liquid R-11 to discharge from the tank into the concrete secondary containment area in which the subject tank was located.

Between April 1999 and May 1999, with the approval of the New York State Department of Environmental Conservation ("DEC"), the Company constructed and put into operation a remediation system to remove R-11 levels in the groundwater under and around the Facility.

In September 2000, the Company signed an Order on Consent with the DEC, which was amended in May 2001, whereby the Company agreed to operate the remediation system and perform monthly testing at the Facility, until remaining groundwater contamination has been effectively abated. In July 2005, the DEC approved a modification of the Order on Consent to reduce the frequency of testing from monthly to quarterly. The Company is continuing to operate the remediation system pursuant to the approved modifications to that Order on Consent and, as of December 31, 2008, the Company has accrued, as an expense in its consolidated financial statements, the costs that the Company believes it will incur in connection with its compliance with the Order on Consent through March 31, 2010. There can be no assurance that additional testing will not be required or that the Company will not incur additional costs, and such costs in excess of the Company's estimate may have a material adverse effect on the Company financial condition or results of operations.

In May 2000, the Facility, as a result of the 1999 release, was nominated by the EPA for listing on the National Priorities List ("NPL") pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA.") The Company submitted opposition to the listing within the sixty-day comment period. In September 2003, the EPA advised the Company that it has no current plans to finalize the process for listing of the Facility on the NPL and that the EPA will not withdraw the proposal for listing on the NPL.

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In October 2001, the Company learned that trace levels of R-11 were detected in one of the wells operated by United Water of New York, Inc. ("United") that is in the closest proximity to the Village of Suffern's ("Village") well system. No contamination of R-11 has ever been detected in any of the Village's wells and, since October 2002, the level of R-11 in the United well closest to the Village has been below 1 ppb. In September 2004, the Village advised that it intends to continue performing additional sampling of its wells at a cost of approximately \$5,000 per year and the Company has reimbursed the Village for sampling costs through September 2005.

The Company has exhausted all insurance proceeds available for the 1999 Release under all applicable policies.

During the years ended December 31, 2008 and 2007, the Company incurred \$34,000 and \$9,000, respectively, in additional remediation costs in connection with the matters above and such amount has been included as a component of general and administrative expenses. There can be no assurance that the 1999 Release will not impact the Village wells, or that the ultimate outcome of the 1999 Release will not have a material adverse effect on the Company's financial condition and results of operations. There can be no assurance that the EPA will not change its current plans and seek to finalize the process of listing the Facility on the NPL, or that the ultimate outcome of such a listing will not have a material adverse effect on the Company's financial condition and results of operations.

#### *Employment Agreements*

The Company has entered into a two-year employment agreement with Kevin J. Zugibe, which currently expires in October 2010 and is automatically renewable for successive two-year terms unless either party gives notice of termination at least ninety days prior to the then expiration date of the then current term. Pursuant to the agreement, Mr. Zugibe is receiving an annual base salary of \$192,800 with such increases and bonuses as the Board may determine. The Company is the beneficiary of a "key-man" insurance policy on the life of Mr. Zugibe in the amount of \$1,000,000.

#### **Note 10 - Share-Based compensation**

Share-based compensation represents the cost related to share-based awards, typically stock options, granted to employees, non-employees, officers and directors. Share-based compensation is measured at grant date, based on the estimated fair value of the award, and such amount is charged to compensation expense on a straight-line basis (net of estimated forfeitures) over the requisite service period. For the year ended December 31, 2008 and 2007, the share-based compensation expense of \$59,000 and \$511,000 respectively, is reflected in general and administrative expenses in the consolidated statements of operations.

Share-based awards have historically been stock options issued pursuant to the terms of the Company's 1994, and 1997 stock option plans and the Company's 2004 and 2008 stock incentive (the "Plans"), described below. The Plans may be administered by the Board of Directors or the Compensation and Stock Option Committee of the Board, or by another committee appointed by the Board from among its members as provided in the Plans. Presently, the Plans are administered by a committee consisting of non-employee directors. As of December 31, 2008, the Plans authorized the issuance of stock options to purchase 5,500,000 shares of the Company's Common stock and, as of December 31, 2008 there were 3,360,000 shares of the Company's Common stock available for issuance for future stock option grants.

Stock options are awards, which allow the recipient to purchase shares of the Company's common stock at a fixed price, are typically granted at an exercise price equal to the Company's stock price at the date of grant. Typically, the Company's stock option awards have generally vested from immediately to two years from the grant date and have had a contractual term ranging from five to ten years.

During the years ended December 31, 2008 and 2007, the Company issued 220,000 and 970,000 stock options, respectively, and the fair value of these awards was \$133,000 and \$417,000. At December 31, 2008, there was \$74,000 of unrecognized compensation cost related to non-vested previously granted option awards.

Effective October 31, 1994, the Company adopted an Employee Stock Option Plan ("1994 Plan") pursuant to which 725,000 shares of



common stock were reserved for issuance upon the exercise of options designated as either (i) options intended to constitute incentive stock options ("ISOs") under the Internal Revenue Code of 1986, as amended, ("Code") or (ii) nonqualified options. ISOs could be granted under the 1994 Plan to employees and officers of the Company. Non-qualified options could be granted to consultants, directors (whether or not they are employees), employees or officers of the Company. Effective November 1, 2004, the Company's ability to grant options under the 1994 Plan expired.

Effective July 25, 1997, the Company adopted its 1997 Employee Stock Option Plan, which was amended on August 19, 1999, ("1997 Plan") pursuant to which 2,000,000 shares of common stock were reserved for issuance upon the exercise of options designated as either (i) ISOs under the Code, or (ii) nonqualified options. ISOs may be granted under the 1997 Plan to employees and officers of the Company. Non-qualified options may be granted to consultants, directors (whether or not they are employees), employees or officers

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of the Company. Stock appreciation rights may also be issued in tandem with stock options. Effective September 11, 2007, the Company's ability to grant options or stock appreciation rights under the 1997 Plan expired.

Effective September 10, 2004, the Company adopted its 2004 Stock Incentive Plan ("2004 Plan") pursuant to which 2,500,000 shares of common stock are currently reserved for issuance upon the exercise of options, designated as either (i) ISOs under the Code or (ii) nonqualified options, restricted stock, deferred stock or other stock-based awards. ISOs may be granted under the 2004 Plan to employees and officers of the Company. Non qualified options, restricted stock, deferred stock or other stock-based awards may be granted to consultants, directors (whether or not they are employees), employees or officers of the Company. Stock appreciation rights may also be issued in tandem with stock options. Unless the 2004 Plan is sooner terminated, the ability to grant options or other awards under the 2004 Plan will expire on September 10, 2014.

Options granted under the 2004 Plan may not be granted at a price less than the fair market value of the common stock on the date of grant (or 110% of fair market value in the case of persons holding 10% or more of the voting stock of the Company). Non-qualified options granted under the 2004 Plan may not be granted at a price less than the fair market value of the common stock. Options granted under the 2004 Plan expire not more than ten years from the date of grant (five years in the case of ISOs granted to persons holding 10% or more of the voting stock of the Company).

Effective August 27, 2008, the Company adopted its 2008 Stock Incentive Plan ("2008 Plan") pursuant to which 3,000,000 shares of common stock are currently reserved for issuance upon the exercise of options, designated as either (i) ISOs under the Code or (ii) nonqualified options, restricted stock, deferred stock or other stock-based awards. ISOs may be granted under the 2008 Plan to employees and officers of the Company. Non qualified options, restricted stock, deferred stock or other stock-based awards may be granted to consultants, directors (whether or not they are employees), employees or officers of the Company. Stock appreciation rights may also be issued in tandem with stock options. Unless the 2008 Plan is sooner terminated, the ability to grant options or other awards under the 2008 Plan will expire on August 27, 2018.

Options granted under the 2008 Plan may not be granted at a price less than the fair market value of the common stock on the date of grant (or 110% of fair market value in the case of persons holding 10% or more of the voting stock of the Company). Non-qualified options granted under the 2008 Plan may not be granted at a price less than the fair market value of the common stock. Options granted under the 2008 Plan expire not more than ten years from the date of grant (five years in the case of ISOs granted to persons holding 10% or more of the voting stock of the Company).

All stock options have been granted to employees and non-employees at exercise prices equal to or in excess of the market value on the date of the grant.

The Company determines the fair value of shared based awards at the grant date by using the Black-Scholes option-pricing model, and is incorporating the simplified method to compute expected lives of share based awards with the following weighted-average assumptions:

<b>Years ended December 31,</b>	<b><u>2008</u></b>	<b><u>2007</u></b>
<b><u>Assumptions</u></b>		
Dividend Yield	0 %	0 %
Risk free interest rate	1.7% to 2.9%	3.5%
Expected volatility	52% to 55%	55%
Expected lives	2 to 5 years	5 years

A summary of the status of the Company's Plans as of December 31, 2008 and 2007 and changes for the years ending on those dates is presented below:

	<b><u>Shares</u></b>	<b><u>Weighted Average Exercise Price</u></b>
<b><u>Stock Option Plan Grants</u></b>		
<b><u>Outstanding at December 31, 2006</u></b>	<b><u>2,287,143</u></b>	<b><u>\$1.47</u></b>
• Granted	970,000	\$ 0.85
• Forfeited	(242,500)	\$3.07
• Exercised	<u>(5,000)</u>	\$0.85

<b><u>Outstanding at December 31, 2007</u></b>	<b>3,009,643</b>	<b>\$1.15</b>
• Granted	220,000	\$1.44
• Forfeited	(60,000)	\$1.09
• Exercised	<u>(309,800)</u>	\$ 0.97
<b><u>Outstanding at December 31, 2008</u></b>	<b>2,859,843</b>	<b>\$1.19</b>
	=====	

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The following is the weighted average contractual life in years and the weighted average exercise price at December 31, 2008 of:

	<b><u>Number of Options</u></b>	<b><u>Weighted Average Remaining Contractual Life</u></b>	<b><u>Weighted Average Exercise Price</u></b>
Options outstanding	2,859,843	7.2 years	\$1.19
Options vested	2,763,970	7.4 years	\$1.19

The following is the intrinsic value at December 31, 2008 of:

Options outstanding	\$792,000
Options vested	\$ 13,000
Options exercised	\$496,000

The intrinsic value of options exercised during the year ended December 31, 2007 period was \$4,000

The following is the weighted average fair value for the year ended December 31, 2008 of:

Options granted	\$1.44
Options vested	\$1.71

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## SIGNATURES

Pursuant to the requirements of Section 13 or 15 (d) the Securities Exchange Act of 1934, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

### HUDSON TECHNOLOGIES, INC.

By: /s/ Kevin J. Zugibe  
Kevin J. Zugibe, Chairman and Chief Executive Officer

Date: March 5, 2009

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<b><u>Signature</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
<u>/s/ Kevin J. Zugibe</u> Kevin J. Zugibe	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	March 5, 2009
<u>/s/ James R. Buscemi</u>	Chief Financial Officer (Principal Financial and Accounting	March 5, 2009

James R. Buscemi	Officer)	
<u>/s/ Vincent P. Abbatecola</u> Vincent P. Abbatecola	Director	March 5, 2009
<u>/s/ Brian F. Coleman</u> Brian F. Coleman	Director and President and Chief Operating Officer	March 5, 2009
<u>/s/ Dominic J. Monetta</u> Dominic J. Monetta	Director	March 5, 2009
<u>/s/ Otto C. Morch</u> Otto C. Morch	Director	March 5, 2009

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## Index to Exhibits

<u>Exhibit Number</u>	<u>Description</u>
(A)(1)	<u>Financial Statements</u> The consolidated financial statements of Hudson Technologies, Inc. appear after Item 15 of this report
(A)(2)	<u>Financial Statement Schedules</u> None
(A)(3)	<u>Exhibits</u>
3.1	Certificate of Incorporation and Amendment. (1)
3.2	Amendment to Certificate of Incorporation, dated July 20, 1994. (1)
3.3	Amendment to Certificate of Incorporation, dated October 26, 1994. (1)
3.4	Amended By-Laws, as amended March 10, 2006. (11)
3.5	Certificate of Amendment of the Certificate of Incorporation dated March 16, 1999. (2)
3.6	Certificate of Correction of the Certificate of Amendment dated March 25, 1999. (2)
3.7	Certificate of Amendment of the Certificate of Incorporation dated March 29, 1999. (2)
3.8	Certificate of Amendment of the Certificate of Incorporation dated February 16, 2001. (4)
3.9	Certificate of Amendment of the Certificate of Incorporation of Hudson Technologies, Inc., dated March 20, 2002. (5)
3.10	Amendment to Certificate of Incorporation dated January 3, 2003. (6)
3.11	Company's By-Laws, as amended September 19, 2007. (12)
10.1	Assignment of patent rights from Kevin J. Zugibe to Registrant. (1)
10.2	1997 Stock Option Plan of the Company, as amended. (3) (*)
10.3	1994 Stock Option Plan of the Company. (1)*
10.4	Form of Common stock Purchase Warrants to be issued to Holders of 10% Subordinated Convertible Note dated December 20, 2002. (6)
10.5	Form of Incentive Stock Option Agreement under the 1997 Stock Option Plan of the Company with full vesting upon issuance. (7)
10.6	Form of Incentive Stock Option Agreement under the 1997 Stock Option Plan of the Company with options vesting in equal quarterly installments over two year period. (7)
10.7	Form of Non-Incentive Stock Option Agreement under the 1997 Stock Option Plan of the Company with full vesting upon issuance. (7)
10.8	2004 Stock Incentive Plan. *
10.9	Form of Incentive Stock Option Agreement under the 2004 Stock Incentive Plan of the Company with full vesting upon issuance. (8)
10.10	Form of Incentive Stock Option Agreement under the 2004 Stock Incentive Plan of the Company with options vesting in equal quarterly installments over two year period. (8)
10.11	Form of Non-Incentive Stock Option Agreement under the 2004 Stock Incentive Plan of the Company with full vesting upon issuance. (8)
10.12	Commercial Mortgage, dated May 27, 2005, between Hudson Technologies Company and Busey Bank. (9)
10.13	Commercial Installment Mortgage Note, dated May 27, 2005, between Hudson Technologies Company and Busey Bank. (9)
10.14	Amended and Restated Employment Agreement with Kevin J. Zugibe, as amended (17)
10.15	Agreement with Brian F. Coleman, as amended (17)

10.16	Agreement with James R. Buscemi, as amended (17)
10.17	Agreement with Charles F. Harkins, as amended (17)
10.18	Agreement with Stephen P. Mandracchia, as amended (17)*
10.19	Amended and Restated Loan Agreement between Hudson Technologies Company and Keltic Financial Partners, L.P., dated June 26, 2007. (13)
10.20	Mortgage and Security Agreement between Hudson Technologies Company and Keltic Financial Partners, L.P., dated June 26, 2007. (13)
10.21	Amended and Restated Revolving Note, dated June 26, 2007. (13)
10.22	Amended and Restated Term Note A, dated June 26, 2007 in the amount of \$2,500,000 (13)
10.23	Term Note B, dated June 26, 2007, in the amount of \$4,500,000. (13)
10.24	Stock Purchase Agreement between Hudson Technologies, Inc. and Fleming Funds, dated June 28, 2007. (13)
10.25	Stock Purchase Agreement between Kevin J. Zugibe and Fleming, U.S. Discovery Fund III, L.P. dated June 28, 2007. (13)
10.26	Stock Purchase Agreement between Stephen P. Mandracchia and Fleming, U.S. Discovery Fund III, L.P., dated June 28, 2007. (13)
10.27	Stock Purchase Agreement between Brian F. Coleman and Fleming, U.S. Discovery Fund III, L.P. dated June 28, 2007. (13)

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10.28	Stock Purchase Agreement between James R. Buscemi and Fleming, U.S. Discovery Fund III, L.P. dated June 28, 2007. (13)
10.29	Stock Purchase Agreement between Hudson Technologies, Inc., Fleming U.S. Discovery Fund III, L.P. and Fleming U.S. Offshore Discovery Fund III, L.P. dated September 25, 2007. (14)
10.30	Second Amendment to Amended and Restated Loan Agreement between Hudson Technologies Company, Keltic Financial Partners, L.P and Bridge Healthcare Finance, LLC, dated April 17, 2008. (15)
10.31	Second Amended, Restated and Bifurcated Revolving Note, dated April 17, 2008, in the amount of \$10,000,000. (15).
10.32	Second Amended, Restated and Bifurcated Revolving Note, dated April 17, 2008, in the amount of \$5,000,000. (15)
10.33	Second Amended, Restated and Bifurcated Term Note A, dated April 17, 2008 in the amount of \$1,666,666.67. (15)
10.34	Second Amended, Restated and Bifurcated Term Note A, dated April 17, 2008 in the amount of \$833,333.33. (15)
10.35	Amended, Restated and Bifurcated Term Note B, dated April 17, 2008, in the amount of \$3,000,000. (15)
10.36	Amended, Restated and Bifurcated Term Note B, dated April 17, 2008, in the amount of \$1,500,000 . (15)
10.37	Warrant to Purchase Common Stock, dated April 17, 2008, for 66,667 shares of Common Stock issued to Keltic Financial Partners, L.P. (15)
10.38	Warrant to Purchase Common Stock, dated April 17, 2008, for 33,333 shares of Common Stock issued to Bridge Healthcare Finance, LLC. (15)
10.39	2008 Stock Incentive Plan. (16)
10.40	Form of Incentive Stock Option Agreement under the 2008 Stock Incentive Plan with full vesting upon issuance. (17)
10.41	Form of Incentive Stock Option Agreement under the 2008 Stock Incentive Plan with options vesting in equal installments over two year period. (17)
10.42	Form of Non-Incentive Stock Option Agreement under the 2008 Stock Incentive Plan with full vesting upon issuance. (17)
10.43	Form of Non-Incentive Stock Option Agreement under the 2008 Stock Incentive Plan with options vesting in equal installments over two year period. (17)
14	Code of Business Conduct and Ethics. (10)
21	Subsidiaries of the Registrant. (17)
23.1	Consent of BDO Seidman, LLP. (17)
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (17)
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (17)
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of Sarbanes-Oxley Act of 2002. (17)
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of Sarbanes-Oxley Act of 2002. (17)

- (1) Incorporated by reference to the comparable exhibit filed with the Company's Registration Statement on Form SB-2 (No. 33-80279-NY).
- (2) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-QSB for

- the quarter ended June 30, 1999.
- (3) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the year ended December 31, 1999.
  - (4) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the year ended December 31, 2000.
  - (5) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the year ended December 31, 2001.
  - (6) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the year ended December 31, 2002.
  - (7) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-QSB for the quarter ended September 30, 2004.
  - (8) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the year ended December 31, 2004.

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- (9) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the quarter ended June 30, 2005
- (10) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 8-K, dated December 13, 2005, and filed May 31, 2005.
- (11) Incorporated by reference to the comparable exhibit filed with the Company's Report of Form 8-K, dated March 8, 2006, and filed March 14, 2006 .
- (12) Incorporated by reference to the comparable exhibit filed with the Company's Report on Form 10-KSB for the quarter ended September 30, 2007.
- (13) Incorporated by reference to the comparable exhibit filed with the Company's Form TO filed June 29, 2007.
- (14) Incorporated by reference to the comparable exhibit file to the Company's Form 8-K filed September 25, 2007.
- (15) Incorporated by reference to comparable exhibit filed with the Company's Form 8-K filed April 22, 2008.
- (16) Incorporated by reference to Appendix I to the Company's Definitive Proxy Statement on Schedule 14A filed July 29, 2008.
- (17) Filed herewith
- (\*) Denotes Management Compensation Plan, agreement or arrangement.

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## **AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT is made as of the 10<sup>th</sup> day of October, 2006 by and between Hudson Technologies, Inc., 275 North Middletown Road, Pearl River, New York 10965, Hudson Technologies of Tennessee, dba Hudson Technologies Company, 275 North Middletown Road, Pearl River, New York 10965 (hereinafter Hudson Technologies, Inc. and Hudson Technologies of Tennessee, dba Hudson Technologies Company are collectively referred to herein as "Hudson") and Kevin J. Zugibe, residing at PO Box 754, Pearl River, New York 10965 ("Executive").

WHEREAS, the Executive is a named executive officer of Hudson and currently holds the title of Chief Executive Officer and Chairman of Hudson; and

WHEREAS, the Hudson Technologies of Tennessee, dba Hudson Technologies Company is a separate, wholly owned subsidiary of Hudson Technologies, Inc. and is made a party to this agreement for the purpose of implementing the terms of this agreement; and

WHEREAS, the Executive and Hudson previously entered into an Employment Agreement, made as of May 23, 1994 (the "May 1994 Agreement"), as amended by Addendum to Employment Agreement, made as of January 1, 1995 (the "Addendum") and further supplemented by letter dated January 20, 1998 (the "Letter") (hereinafter the May 1994 Agreement, the Addendum and the Letter are collectively referred to as the "Employment Agreement"); and

WHEREAS, Hudson and the Executive acknowledge that the Executive is one of the founders of Hudson and is a key Executive of Hudson, and that the Executive's talents, knowledge and services to Hudson are of a special, unique, and extraordinary character and are of particular and peculiar benefit and importance to Hudson; and

WHEREAS, Hudson and the Executive acknowledge that, because the Executive's duties and responsibilities will bring the Executive into contact with Hudson's confidential information, Hudson must ensure that its valuable confidential information, as well as its customer relationships, are protected and can be entrusted to the Executive; and

WHEREAS, Hudson desires to ensure that it will receive the continued dedication, loyalty and service of, and the availability of objective advice and counsel, from the Executive, as well as assurances that the Executive will continue to devote his best efforts to his employment with Hudson and that he will not solicit other executives or employees of Hudson; and

WHEREAS, Hudson and the Executive desire to amend and restate the Employment Agreement on the terms contained herein.

NOW, THEREFORE, in consideration of the continuation of the employment by Hudson of the Executive and the mutual covenants and conditions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed that the Employment Agreement is hereby amended and supplemented as follows:

1. **AMENDMENT AND RESTATEMENT:** This agreement hereby amends, restates and supercedes in its entirety the Employment Agreement and each and every provision contained therein.

2. **EMPLOYMENT:** Hudson agrees to employ Executive in an executive capacity, and Executive accepts employment upon the terms and conditions set forth herein. Executive expressly acknowledges that he was advised that a condition to Executive's entering into this agreement was the Executive's agreement to restrictions regarding Confidential Information, Intellectual Property, Non-Solicitation of Executives, and Covenants Not To Compete (all as set out in more detail below), and that the additional rights and benefits contained herein constitute new and adequate consideration for this Agreement. Executive understands that, subject to the provisions contained herein, from time to time he may be promoted, reassigned, or given different job titles and responsibilities at the sole discretion of Hudson, and that unless and until such time as a new agreement or amendment to this agreement is executed in writing by Hudson and Executive, this Agreement shall remain binding upon Executive regardless of the job title or position held by Executive.

3. **TERM:** Subject to the provisions for termination as provided herein, the term of this agreement shall be two (2) years. This agreement shall be automatically renewed for successive two (2) year terms unless either party gives notice of its intention not to renew no less than ninety (90) days prior to the expiration of the existing term.

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4. **COMPENSATION:** As compensation for the services to be rendered by Executive, Hudson agrees to provide Executive with a base salary at the annual rate of One Hundred Seventy Nine Thousand, Nine Hundred and 00/100 (\$179,900.00) dollars. The Board of Directors shall meet at least annually for the purpose of determining Executive's annual base salary based upon the apparent value of his services. The payment of the above amounts shall constitute full satisfaction and discharge of Hudson's obligations under this agreement, but are without

prejudice to Executive's rights under any Executive benefit plan heretofore or hereafter provided by Hudson.

Hudson may, but shall not be obligated to, pay to the Executive, in addition to his base salary, a cash bonus. Payment of any such bonus, and the amount of any such bonus shall be at the sole discretion of the Board of Directors.

5. **DUTIES:** Executive shall serve as Chief Executive Officer of Hudson, and shall assume such other duties as the Board of Directors may assign. The services to be performed by the Executive may be extended or curtailed from time to time at the direction of the board of directors.

Executive agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of Hudson. Such duties shall be rendered at Hudson's headquarters currently located at Pearl River, New York and, except as otherwise provided herein, at such other place or places within or without the State of New York as Hudson shall in good faith require or as the interest, needs, business, or opportunities of Hudson shall require.

Executive shall devote full, normal and regular business time, attention, knowledge and skill to the business and interest of Hudson, and Hudson shall be entitled to all of the benefits, profits or other issue arising from or incident to all work, services and advice of Executive performed for Hudson. Executive agrees that while Executive is employed by Hudson, Executive shall not directly or indirectly in any capacity engage in any business other than Hudson's Business without Hudson's prior written consent, which consent will not be unreasonably withheld provided that such other business is (a) unrelated to the Business of Hudson, (b) will in no way interfere with the performance of Executive's duties to Hudson, (c) will not utilize Confidential Information or Intellectual Property of Hudson or of any Client of Hudson, (d) will be conducted at times other than when Executive is required to work for Hudson, and at places other than Hudson's business locations or those of Hudson's customers, and (e) will not involve Hudson, other Executives of Hudson, any Client of Hudson, or any supplier of Hudson, in the conduct or the financing of Executive's business, or as customers, suppliers, investors, partners, joint venturers, or otherwise. Under no circumstances shall Executive render any services that are competitive with any of Hudson's business, or that are for any other person, corporation or other entity that is engaged in any business competitive with or in the same business as any of Hudson's business. Notwithstanding the foregoing, Executive shall have the right to make investments in businesses which in engage in activities other than those engaged in by Hudson or its subsidiaries.

6. **EXPENSES:** Executive is authorized to incur reasonable expenses on behalf of Hudson in performing his duties, including expenses for general administration of Hudson's office, travel, transportation, entertainment, gifts and similar items, which expenses shall be paid, or reimbursed to Executive, by Hudson, provided that the Executive furnishes to Hudson appropriate supporting documentation of such expenses. In addition Hudson will reimburse the Executive for all professional fees and expenses for professional organizations and continued education reasonably incurred by the Executive and reasonably related to the continued performance of his duties.

7. **VACATIONS:** Executive shall be entitled the number of paid vacation, sick days, personal days and holidays as are specified, established and set forth in Hudson's standard policies, provided, however, that Executive shall be entitled each calendar year to a vacation of no less than twenty (20) weekdays, no two of which need be consecutive. Hudson shall not be required to compensate Executive for vacation days, sick days or personal days not taken by the Executive in any given year, and the Executive cannot accrue and accumulate unused vacation days, sick days or personal days in subsequent years.

8. **TERMINATION:** The following payments and benefits (hereinafter "Severance Benefits") will be provided to the Executive by Hudson in the event of a Termination of Employment (as hereinafter defined) of the Executive:

A. Executive will continue to receive his annual base salary, based upon his annual base salary as of the date of his Termination of Employment (as hereinafter defined), for a period of twenty-four (24) months (the "Severance Period"), with payroll to be made every two weeks, or at such other frequency based upon Hudson's normal payroll practice. Hudson shall deduct from Executive's continuing payroll all normal tax withholdings and deductions which Hudson is required by law to make.

B. On or before the Executive's last day of employment with Hudson, Hudson will pay to the Executive a lump sum payment in an amount equal to a pro rata bonus through the date of Termination of Employment (the "Pro-Rata Bonus"). For purposes of this paragraph "8.B.", the Pro-Rata Bonus shall be an amount equal to the highest bonus earned by the Executive in any calendar year within the three (3) calendar years immediately preceding the date of Termination of Employment, pro rated for the period served during the year in which the Termination of Employment occurs. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make.

Notwithstanding the foregoing, Hudson shall not be obligated to pay the Pro-Rata Bonus to the Executive if as of the date of Termination of Employment (i) Hudson is operating at a level of performance, on a year to date basis, below Hudson's net profit goals as established by Hudson's Budget (as hereinafter defined), or (ii) the Executive is acting at a level of performance, on a year to date basis, such that he has not achieved all of the performance criteria established by the Executive's Budget (as hereinafter defined). For purposes of this paragraph "8.B.", Hudson shall prepare a profit and loss statement showing Hudson's total year to date net profit as of the close of business the day prior to the date of Termination of Employment, and as compared to the net profit under Hudson's Budget (the "Interim P&L").

C. On or before the Executive's last day of employment with Hudson, Hudson will pay to the Executive a lump sum payment for the Executive's unused vacation for the year in which the Termination of Employment occurs, equal to the number of prorata unused vacation days on the date of Termination of Employment, as determined in accordance with Hudson's standard vacation policy, multiplied by the Executive's daily base salary on the date of Termination of Employment. Hudson shall deduct from this bonus payment all normal tax

withholdings and deductions which Hudson is required by law to make.

D. The Executive's participation in life, health and dental insurance, disability insurance, and any other benefits (the "Benefits") provided by Hudson to the Executive as of the date of the Termination of Employment shall be continued, or essentially equivalent benefits provided by Hudson, for the entire Severance Period or until otherwise terminated by the Executive, on the same terms, conditions and costs as if the Executive continued in the employ of Hudson. If for any reason Hudson is unable to continue any or all of the Benefits as required herein, Hudson shall pay to the Executive a lump sum cash payment equal to the value of the Benefits that cannot be provided.

E. All stock options, stock appreciation rights, and any similar rights which the Executive holds on the date of Termination of Employment shall become fully vested and be exercisable on the date of Termination of Employment, and shall remain exercisable following the Termination of Employment until (i) expiration of the Severance Period, (ii) termination of Severance Benefits pursuant to paragraph "13" below, or (iii) expiration of the original term of the stock option, stock appreciation right or similar right, whichever first occurs.

F. In the event the Executive is terminated pursuant to paragraph "10.B." below, within ten (10) days after such termination, Hudson will pay to the Executive a lump sum payment in an amount equal to the the amount that Executive's base salary was reduced during the period of the Executive's Disability (as hereinafter defined) pursuant to the provisions of paragraph "10" below.

G. For purposes of this agreement, the following definitions will apply:

(i) A "Termination of Employment" shall take place in the event that the Executive's employment is terminated (a) by Hudson without Cause (as hereinafter defined) or (b) by the Executive within thirty (30) days of the occurrence of an event constituting Good Reason (as hereinafter defined).

(ii) "Cause" shall exist if the act(s) or conduct of the Executive make it unreasonable to require Hudson to continue to retain Executive in its employment, such as, but not limited to, (a) the Executive's willful and continued refusal to perform, or the Executive's willful and continued neglect of, the substantive duties of his position, (b) any willful act or omission by the Executive constituting dishonesty, fraud or other malfeasance, (c) material nonconformance with Hudson's standard business practices and policies, including but not limited to violation of Hudson's Code of Business Conduct and Ethics or Hudson's Substance Abuse Policy, (d) any act or omission by the Executive which has a material adverse affect upon the financial condition or business reputation of Hudson, (e) the Executive's conviction of a felony, or any crime involving moral turpitude, dishonesty or theft, under the laws of the United States or any state thereof or any other jurisdiction in which Hudson conducts business, (f) breach of the provisions of paragraphs "11" or "12" of this agreement, (g) the resignation of Executive other than pursuant to the occurrence of an event constituting Good Reason (as hereinafter defined).

(iii) "Good Reason" shall mean (a) the Executive is assigned any duties or responsibilities, without his consent, that are materially inconsistent with his position, duties, responsibilities or status, (b) Hudson requires the Executive, without his consent, to be based at a location which is more than fifty (50) miles from Hudson's corporate headquarters, currently located at 275 North Middletown Road, Pearl River, New York 10965, (c) except as provided in paragraph "8.J." below, the Executive's annual base salary is reduced, except to the extent that the annual base salaries of all Named Executives (as defined below) are reduced due to the adverse financial condition of Hudson and further providing that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein, (d) the Executive's benefits are reduced, except to the extent that such reductions are made by Hudson on a company-wide basis and affect all Named Executives that participate in such benefits, (e) except as provided in paragraph "8.J." below, the Executive experiences in any year a reduction in bonus compensation or other incentive compensation, or a reduction in the ratio of the Executive's incentive compensation, bonus or other such payments to his base compensation, or a reduction in the method of calculation of the Executive's incentive compensation, bonus or other such payments if these benefits or payments are calculated other than as a percentage of base salary, except to the extent such reduction applies equally or proportionally, as the case may be, to all Named Executives of Hudson. An isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Hudson within ten (10) days after Hudson's receipt of notice thereof given by the Executive shall not constitute Good Reason.

(iv) "Budget" shall mean (a) as to Hudson, the projected annual and monthly revenues, expenses and net profit goals approved and accepted by Hudson's board of directors for the applicable fiscal year, and for each month individually in that fiscal year, and (b) as to Executive, all performance criteria capable of being measured on a month to month basis, if any, that have been established for the Executive under any bonus or other incentive compensation plan covering the applicable fiscal year.

(v) "Named Executive(s)" shall mean Kevin Zugibe, Brian Coleman, James Buscemi, Charles Harkins, and Stephen Mandracchia.

H. Hudson's obligation to pay the compensation and to make the arrangements provided in this paragraph "8" shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment or other right which Hudson may have against the Executive or anyone else, provided, however, that as a condition to payment of amounts under this paragraph "8", the Executive shall execute (i) a general release and waiver, in form and substance reasonably satisfactory to Hudson, of all claims relating to the Executive's employment by Hudson and the termination of such employment, including, without limitation, discrimination claims, employment-related tort claims, contract claims and claims under this Agreement (other than claims with respect to benefits under any tax-qualified retirement plans or continuation of coverage or benefits solely as required under ERISA), and (ii) an agreement expressly acknowledging and reaffirming the covenants and restrictions contained in paragraphs "11" and "12" below, and the remedies available to Hudson under paragraph "13" below.



I. All amounts payable by Hudson pursuant to this paragraph "8" shall be paid without notice or demand. The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made pursuant to this paragraph "8" and, except as provided in paragraph "13" below, the obtaining of any other employment shall not result in a reduction of Hudson's obligation to make the payments, benefits and arrangements required to be made under this paragraph "8".

J. Executive expressly acknowledges that the following shall not constitute "Good Reason" for purposes of this paragraph "8":

(i) Establishing a new or different bonus or incentive compensation plan(s) in any subsequent year based upon new or different criteria for calculating the applicability of, and the amount of any bonus or incentive compensation award due to the Executive, provided that any new or different bonus or incentive compensation plan, and any award under said plan, applies equally or proportionally, as the case may be, to all Named Executives; except that Hudson may establish separate performance criteria and payment amounts for awards under such plan for each Named Executive that are reasonably achievable and reasonably related to such Executive's normal duties and responsibilities;

(ii) A reduction of the Executive's bonus compensation or other incentive compensation that (a) results from Hudson operating at a level of performance below Hudson's Budget, (b) results from the Executive's failure or inability to attain, in whole or in part, any or all of the performance criteria established for the Executive under the said plan, (c) results from application of the terms of such bonus or incentive compensation plan, or (d) is based upon the Executive's performance, or non-performance, of his normal duties and responsibilities during the period covered by the bonus or incentive compensation plan including, without limitation, due to the Executive's Disability (as defined herein);

(iii) A reduction of the Executive's annual base salary based upon the Executive's performance, or non-performance, of his normal duties and responsibilities, provided that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein;

(iv) A reduction in the Executive's annual base salary pursuant to the provisions of paragraph "10" below.

9. **TERMINATION FOR CAUSE:** Hudson may at any time terminate the employment of the Executive for Cause (as defined in paragraph "8" above) upon five (5) days prior written notice to Executive. If Executive is terminated for cause, he shall be entitled to no Severance Benefits and shall be entitled to no bonus payment that might otherwise be owed to him even if he worked for the entire year. In the event of termination under this section, Hudson shall pay Executive all amounts which are then accrued but unpaid, including unpaid vacation as determined in accordance with Hudson's standard vacation policy, within thirty (30) days after the date of notice. Hudson shall have no further or additional liability to Executive.

10. **DISABILITY:** A. If Executive is unable to perform his services by reason of illness, injury or incapacity (hereinafter "Disabled" or "Disability"), he will continue to receive his base salary and all benefits for a period of eight (8) weeks after the commencement of the Disability. If Executive is unable to perform his services by reason of his Disability for a period of more than eight (8) consecutive weeks, the Executive's annual base salary during the continued period of Disability shall be reduced by twenty-five (25%) percent. Executive's full compensation shall be reinstated upon his return to employment and the discharge of his full duties. Hudson shall have the right to reduce the amount paid to the Executive pursuant to this paragraph "10" by an amount equal to any disability payments or benefits actually received by Executive under or pursuant to any disability program or supplemental disability insurance plan(s) provided by Hudson at Hudson's expense.

B. Notwithstanding the foregoing, Hudson may terminate the employment of Executive at any time after Executive has been Disabled for a continuous period of more than 120 calendar days. Termination of the Executive after the said 120 calendar period shall not be deemed a Termination for Cause (as defined in paragraph "8" above) and shall entitle the Executive to receive the payments and benefits provided by Paragraph "8" upon Termination of Employment, except that, for purposes of such payments and benefits, the Severance Period shall be deemed to commence the date of the commencement of the Executive's Disability.

11. **CONFIDENTIALITY:** A. Executive expressly acknowledges and agrees as follows:

(i) Hudson expends a significant amount of funds annually on researching and developing solutions and proprietary techniques related to the products and services it offers or is seeking to offer, and has developed substantial confidential, proprietary, and trade secret information, and this confidential, proprietary, and trade secret information, if misused, disclosed, misappropriated or used by others, would be very injurious and result in irreparable harm to Hudson.

(ii) Hudson's Confidential Information (as hereinafter defined) constitute valuable commercial assets of Hudson and are not readily available to the general public or by any persons not employed by or otherwise associated in a position of trust with Hudson. Hudson keeps its Confidential Information confidential (other than to the extent filings are required for patents) by means of restrictions upon those to whom the information will become known prohibiting use or disclosure.

(iii) Executive's position with Hudson will provide the Executive with access to or knowledge of Hudson's Confidential Information.

(iv) Hudson's Confidential Information has or will become known to Executive only as a result of his employment with

Hudson. To the extent that Executive was previously engaged, on his own or with others, in a business that provided the same or similar services as those provided by Hudson, Executive further acknowledges that such prior business knowledge and experience, and any familiarity with entities that are actual or potential customers for the business, shall not permit or allow Executive to contend that Hudson's Confidential Information is not confidential or should not be protected from use or misappropriation.

B. In light of the foregoing, Executive understands, acknowledges, and agrees to the following terms and conditions regarding Confidential Information.

(i) All Confidential Information is the property of Hudson, and Executive shall not, without the express written consent of Hudson, directly or indirectly use, disseminate, disclose, or in any way reveal, either during Executive's employment or at any time thereafter, all or any part of the Confidential Information, other than to use such Confidential Information for the purposes authorized by Hudson and only for the benefit of Hudson.

(ii) Hudson shall be the sole owner of, and Executive hereby assigns to Hudson, any and all property rights to all Intellectual Property (as hereinafter defined) made, conceived, originated, devised, discovered, invented, or developed before, during, or after the term of Executive's employment with Hudson, whether or not Executive was involved either alone or with others, if it was in whole or in part developed during the course of Executive's employment or by Executive's use of any property of Hudson. This ownership provision does not apply to creations of the Executive which are made in the Executive's own time, without the use of any Hudson resources, and which do not relate in any way to Hudson's business. Executive agrees to cooperate fully and assist Hudson or its designee in the performance of any lawful acts that Hudson at its discretion deems necessary, and to execute and deliver without charge any documents reasonably required by Hudson to secure any patent, copyright, trademark and other protection for Intellectual Property and improvements thereon, and to assign to and vest in Hudson the entire interest therein in the United States and all foreign countries.

(iii) Upon request by Hudson at any time, and upon termination from employment with Hudson, whichever is sooner, Executive shall immediately deliver to Hudson any and all information and property of Hudson in whatever form it exists, including but not limited to all Confidential Information, and all copies thereof or materials containing or derived from Confidential Information.

C. As used in this agreement: "Confidential Information" means all information not publicly-available (but including information that is publicly available as a result of a breach by Executive of paragraphs 11" and "12") and not generally known or used by Hudson's competitors or in the industry, and which could be harmful to Hudson if disclosed to persons outside of Hudson and which includes, but is not limited to:

(i) Intellectual Property (as hereinafter defined);

(ii) Technical information, such as, but not limited to: Hudson's plant organization and designs; product formulation, manufacturing, performance and processing data; and research and development results and plans;

(iii) Product information, such as, but not limited to: non-public details of Hudson's products and services, including (but not limited to) its existing refrigerant, decontamination, reclamation and recovery products and services, as well as those being developed; specialized equipment and training; product plans, drawings and specifications; and performance capabilities, strengths and weaknesses;

(iv) Strategic information, such as, but not limited to: Hudson's material costs; supplier and vendor information; overhead costs; pricing; profit margins; banking and financing information; and market penetration initiatives and strategies;

(v) Organizational information, such as, but not limited to: Hudson's personnel and salary data; information concerning the utilization of facilities; merger, acquisition and expansion information; and equipment utilization information; Hudson manuals, policies and procedures;

(vi) Marketing and sales information, such as, but not limited to: Hudson's licensing, marketing and sales techniques and data; customer lists; customer data, such as, but not limited to, their personnel, project, financial and account status, individual needs, historical purchases, contact information; product development and delivery schedules; market research and forecasts; and marketing and advertising plans, techniques and budgets; and

(vii) Advertising information, such as, but not limited to: Hudson's overall marketing policies; the specific advertising programs and strategies utilized by Hudson; and the success or lack of success of those programs and strategies.

D. As used in this agreement, "Intellectual Property" means all information concerning the evaluation, design, engineering, construction, marketing, and sales of the products and services provided by Hudson and which includes, but is not limited to: any and all patents, patents pendings, trademarks, copyrights, and any and all applications for same issued to and/or applied for by Hudson; any and technological (including software), educational, operational, and financial innovations, discoveries, inventions, designs, and formulae; tests; performance data; processes or production methods; improvements to all such property; and all recorded material defining, describing, illustrating, or documenting in any fashion, all such property, whether written or not and whether stored in plain, code or other form; without regard to whether such property is patentable, copyrightable, or subject to trade/service mark protection, and if patentable, copyrightable, or subject to trade/service mark protection, without regard to whether a patent, copyright, or trademark or service mark has been sought or obtained.

## 12. NON-COMPETITION / NON-SOLICITATION:

A. Executive expressly acknowledges and agrees as follows: Hudson compensates its Executives, among other things, to develop and to pursue, on Hudson's behalf, good relationships and goodwill with all customers and potential customers, whether developed by Executive or others within the Hudson organization; Hudson's Confidential Information, if used in competition with Hudson, or disclosed to a competitor of Hudson, would be very injurious to Hudson, resulting in irreparable harm to Hudson; by virtue of his position with Hudson, Executive will be exposed to, acquire and develop knowledge of Confidential Information that Hudson uses throughout the country and elsewhere in the world, not just in the area of Executive's employment, in particular Confidential Information related to Hudson's customers, operations, and its suppliers; Executive is able to be gainfully employed by other employers, within a reasonable distance of Executive's place of employment with Hudson, in a variety of other industries and businesses that are engaged in businesses that do not involve and are not competitive with any part of Hudson's business.

B. In light of the foregoing, Executive agrees that, while Executive is employed by Hudson, and continuing until the expiration of the Covenant Period (as hereinafter defined):

(i) Executive shall not compete with Hudson, directly or indirectly, whether for Executive's own behalf or on behalf of or in conjunction with any other person, persons, company, partnership, corporation or business entity, whether for profit or not-for-profit, by (a) being employed by, participating in, or otherwise being materially connected in the conduct of any business activity that involves providing services that are like or similar to, or competitive with, any one or more of the products or services provided by Hudson, within the Restricted Territory (as hereinafter defined), or (b) calling upon, contacting, diverting, soliciting, or doing business for or with any "Client" of Hudson (as defined below) for the purpose of offering or providing any business or service that involves services that are competitive with or would replace or be a substitute for any one or more of the products and services provided by Hudson.

(ii) Executive shall not directly or indirectly, without the prior written consent of Hudson, (a) induce, solicit, entice, or encourage any officer, director, employee or other individual to leave his or her employment with Hudson, (b) induce, solicit, entice, or encourage any officer, director, employee or other individual to compete in any way with Hudson, or to violate the terms of any employment, non-competition, confidentiality or similar agreement with Hudson; or (c) employ, offer to employ, contract with, offer to contract with, or do business with any officer, director, employee or other individual who is employed by Hudson.

C. For purposes of this paragraph "12", the Covenant period shall be twenty-four (24) months after the Executive's last day of the employment with Hudson, regardless of the reason underlying the termination of Executive's employment.

D. Executive acknowledges that many of Hudson's services are remedial in nature and, as such, its customers may utilize Hudson's services on an infrequent basis over an extended period of time, or following a protracted sales cycle. Executive also acknowledges that because of his position, he will likely have knowledge of all customers of Hudson through access to the Confidential Information, whether or not located within the Restricted Territory (as hereinafter defined). Accordingly, for purposes of this paragraph "12", the term "Client" shall mean any (a) potential customer of Hudson upon whom Executive called, or with whom Executive had contact, during the last eighteen (18) months of Executive's employment, (b) any potential customer as to whom Executive assisted in making an offer to provide services or as to whom Executive was involved in regard to planning, marketing, conducting, or overseeing the offer of Business Services to the potential customer, (c) any potential customer whose identity Executive learned during the last eighteen (18) months of Executive's employment with Hudson, or learned from Confidential Information at any time, or (d) any customer for whom Hudson has provided services or products to at any time during the thirty six (36) months preceding the last day of the Executive's employment with Hudson and whose identity as a Hudson customer Executive learned from Confidential Information at any time.

E. The Executive acknowledges that the nature of Hudson's business is such that it provides its services to customers over a large geographic area, and that Hudson services customers within a geographical radius in excess of three hundred (300) miles from each of Hudson's locations. Accordingly, the "Restricted Territory" is defined as a three (300) mile radius of each of the Hudson's places of business located in the following cities: Pearl River, New York; Champaign, Illinois; Charlotte, North Carolina; Baton Rouge, Louisiana; Seattle, Washington; Dallas, Texas; Phoenix, Arizona.

F. In order to assure Hudson of the full twenty-four (24) months of the covenant period within which to protect its goodwill and to prevent Executive from unfairly benefiting by violations of this paragraph "12", the provisions and requirements of this paragraph "12" shall be extended for a period of time beyond the Covenant Period equal in length to the total length of time during which Executive is in violation of any one or more provisions of this Section.

G. In the event it is determined by a Court or other authority of competent jurisdiction that any provision, or portion of a provision, of this paragraph "12" is not enforceable under the law governing this Agreement, the unenforceable provision or portion thereof may be stricken, and the remainder of the provision and of this paragraph "12" shall be valid and fully enforceable, in all respects. Further, if any provision of this Agreement is found to be overbroad or unenforceable, the court or other authority with competent jurisdiction is expressly authorized to conform the provision to the extent necessary to remedy any deficiency and render it valid and enforceable. No portion of this Agreement may be amended except in a form of writing signed by both parties or their representatives.

H. In addition to his continued employment and the provisions of paragraphs "8", "9" and "10" above, Hudson has made a lump sum cash payment to Executive in the amount of five thousand (\$5,000.00) dollars, and has delivered to Executive 9,300 stock options issued under the Company's 1997 Stock Option Plan, which options shall become exercisable and vest immediately upon issuance and shall remain exercisable following the Termination of Employment until (i) one year after the expiration of the Severance Period, (ii) one year after termination of Severance Benefits pursuant to paragraph "13" below, or (iii) expiration of the original term of the stock option, whichever first occurs. Executive hereby acknowledges receipt of that lump sum payment and of the stock options, and specifically acknowledges and agrees that the payment and the options constitute good, valuable and sufficient consideration for the covenants and restrictions contained in this paragraph "12".

13. REMEDIES:

A. In the event that Executive breaches any term or provision of paragraphs "11" or "12" of this Agreement, Hudson shall be immediately, permanently and irreparably damaged and shall be entitled, in addition to, and without limiting Hudson's right to, any and all other legal and equitable remedies and damages, (i) to a temporary restraining order ex parte, to a preliminary injunction, and to a permanent injunction, to restrain Executive's actions or the actions of others acting on Executive's behalf, (ii) to terminate all future Severance Benefits through the remainder of the Severance Period, and (iii) to recover from the Executive all Severance Benefits actually paid to the Executive, including any costs or expenses actually incurred by Hudson in providing such Severance Benefits. Executive agrees that Executive will not be damaged by enforcement of this covenant as Executive can obtain many other types of gainful employment without violating the provisions of paragraphs "11" or "12", so that no bond shall be required, and if the Court requires a bond to be posted, it shall not exceed \$500.00.

B. All of Executive's covenants and obligations under paragraphs "11" and "12" of this Agreement shall survive, and shall remain enforceable, for so long as Executive is employed and after termination of employment for any reason, and shall survive despite future promotions, raises, changes in position or compensation, demotions, and the execution of new agreements with Hudson, and shall inure to the benefit of Hudson's successors and assigns, unless Hudson executes in writing an agreement expressly terminating the covenants of paragraphs "11" and "12".

C. Hudson and Executive shall each bear and be responsible for their own attorneys' fees, expenses and disbursements incurred in any litigation brought by either party to enforce or interpret any provision contained in paragraphs "11" or "12" of this Agreement.

14. NOTICES: All notices required or permitted to be given under this agreement shall be sufficient if in writing and if sent by certified mail, return receipt requested, to the Executive at his residence, and to Hudson at its principal office located at 275 North Middletown Road, Pearl River, New York 10965, attention Chief Executive Officer, or at such other address as any party specifies by giving proper notice.

15. SUCCESSORS AND ASSIGNS: This agreement shall be binding upon and shall inure to the benefit of the Executive and his estate. Neither this Agreement nor any rights hereunder shall be assignable by the Executive.

This Agreement shall be freely assignable by Hudson to, and shall inure to the benefit of, and be binding upon, any successor corporation or affiliate of a successor corporation, and all references in this agreement to Hudson shall include its subsidiaries and affiliates and any successors, affiliates of successors or assigns of Hudson. As used herein, the term "successor" shall mean any person, firm, corporation or business entity or affiliate thereof which at any time, whether by merger, purchase or otherwise, directly or indirectly acquires all or substantially all of the assets or the business of Hudson, including any entity that shall be the surviving corporation in a merger with Hudson.

16. INDEMNIFICATION: In the event that any litigation shall be brought to enforce or interpret any provision contained in paragraphs "8", "9", or "10" of this Agreement, then, provided that the Executive prevails to any extent, Hudson or any successor corporation shall reimburse or indemnify the Executive for the Executive's reasonable attorneys' fees, expenses and disbursements incurred in such litigation, including the costs of enforcement.

17. CHOICE OF LAW: This agreement shall be governed by and construed in accordance with the laws of the State of New York.

18. ENTIRE AGREEMENT: This agreement contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

19. WAIVER: The waiver of any breach of any provision of this agreement by either party shall not operate or be construed as a subsequent waiver by either party of any term or condition of this agreement.

20. HEADINGS: The headings in this agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this agreement.

21. SEVERABILITY: The parties intend and agree that each covenant and condition contained in this agreement shall be a separate and distinct covenant. If any provision of this agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected.

Continued on next page

IN WITNESS THEREOF, the parties have executed this agreement as of the date written above.

Hudson Technologies, Inc.

By: /s/ Brian F. Coleman

Hudson Technologies of Tennessee dba  
Hudson Technologies Company

By: /s/ Brian F. Coleman

/s/ Kevin J. Zugibe

Kevin J. Zugibe

-  
**FIRST AMENDMENT TO**  
**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Amendment"), is made this 30<sup>th</sup> day of December, 2008, by and between Hudson Technologies, Inc., PO Box 1541, One Blue Hill Plaza, Pearl River, New York 10965, Hudson Technologies of Tennessee, dba Hudson Technologies Company, PO Box 1541, One Blue Hill Plaza, New York 10965 (hereinafter Hudson Technologies, Inc. and Hudson Technologies of Tennessee, dba Hudson Technologies Company are collectively referred to herein as "Hudson") and Kevin J. Zugibe, residing at 2 PO Box 754, Pearl River, New York 10965 (the "Executive").

WHEREAS, Hudson and the Executive entered into an Amended and Restated Employment Agreement dated October 10, 2006 (the "Agreement"), and desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph "8", entitled "TERMINATION", is hereby deleted in its entirety and a new Paragraph "8" inserted in its place which shall read as follows:

"8. **TERMINATION:** The following payments and benefits (hereinafter "Severance Benefits") will be provided to the Executive by Hudson in the event of a Termination of Employment (as hereinafter defined) of the Executive:

A. Executive will continue to receive his annual base salary, based upon his annual base salary in effect as of the date of his Termination of Employment (as hereinafter defined), for a period of twenty-four (24) months (the "Severance Period"), in accordance with Hudson's normal payroll practice in effect as of the date of this Agreement. Hudson shall deduct from Executive's continuing payroll all normal tax withholdings and deductions which Hudson is required by law to make. The initial payment shall be made within the forty-five (45) day period following the Executive's Termination of Employment and the Executive shall have no right to designate the taxable year of payment.

B. Within the forty-five (45) day period following the Executive's Termination of Employment, Hudson will pay to the Executive a lump sum payment in an amount equal to a pro rata bonus through the date of Termination of Employment (the "Pro-Rata Bonus"). For purposes of this paragraph "8.B", the Pro-Rata Bonus shall be an amount equal to the highest bonus earned by the Executive in any calendar year within the three (3) calendar years immediately preceding the date of Termination of Employment, pro rated for the period served during the year in which the Termination of Employment occurs. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make. The Executive shall have no right to designate the taxable year of payment.

Notwithstanding the foregoing, Hudson shall not be obligated to pay the Pro-Rata Bonus to the Executive if as of the date of Termination of Employment (i) Hudson is operating at a level of performance, on a year to date basis, below Hudson's net profit goals as established by Hudson's Budget (as hereinafter defined), or (ii) the Executive is acting at a level of performance, on a year to date basis, such that he has not achieved all of the performance criteria established by the Executive's Budget (as hereinafter defined). For purposes of this subparagraph "8.B", Hudson shall prepare a profit and loss statement showing Hudson's total year to date net profit as of the close of business the day prior to the date of Termination of Employment, and as

compared to the net profit under Hudson's Budget (the "Interim P&L").

C. Within the forty-five (45) day period following the Executive's Termination of Employment, Hudson will pay to the Executive a lump sum payment for the Executive's unused vacation for the year in which the Termination of Employment occurs, equal to the number of prorata unused vacation days on the date of Termination of Employment, as determined in accordance with Hudson's standard vacation policy, multiplied by the Executive's daily base salary on the date of Termination of Employment. Hudson shall deduct from this payment all normal tax withholdings and deductions which Hudson is required by law to make. The Executive shall have no right to designate the taxable year of payment.

D. The Executive's participation in life, health and dental insurance, disability insurance, and any other benefits (the "Benefits") provided by Hudson to the Executive as of the date of the Termination of Employment shall be continued, or essentially equivalent benefits provided by Hudson, for the entire Severance Period or until otherwise terminated by the Executive, on the same terms, conditions and costs as if the Executive continued in the employ of Hudson. To the extent Benefits include health and dental insurance, such Benefits shall be provided as COBRA continuation coverage, and not in addition to COBRA. Notwithstanding the foregoing, to the extent Benefit coverages provided to the Executive under this Section are taxable to the Executive, Hudson's obligation hereunder shall not exceed the applicable dollar amount under Section 402(g)(1) (B) of the Internal Revenue Code of 1986, as amended determined as of the year in which the Executive's "Separation of Service" occurs which is exempt under Treasury Reg. Section 1.409A-1(b)(9)(v)(D) (Limited Payment).

E. All stock options, stock appreciation rights, and any similar rights which the Executive holds on the date of Termination of Employment shall become fully vested and be exercisable on the date of Termination of Employment, and shall remain exercisable following the Termination of Employment until (i) expiration of the Severance Period, (ii) termination of Severance Benefits pursuant to paragraph "13" below, or (iii) expiration of the original term of the stock option, stock appreciation right or similar right, whichever first occurs. No extension of an exercise period under this Agreement shall extend to a date that would cause such stock option, stock appreciation right or similar right to be subject to Code Section 409A.

F. For purposes of this agreement, the following definitions will apply:

(i) A "Termination of Employment" shall take place in the event that the Executive's employment is terminated (a) by Hudson without Cause (as hereinafter defined) or (b) by the Executive within thirty (30) days following an event constituting Good Reason (as hereinafter defined).

(ii) "Cause" shall exist if the act(s) or conduct of the Executive make it unreasonable to require Hudson to continue to retain Executive in its employment, such as, but not limited to, (a) the Executive's willful and continued refusal to perform, or the Executive's willful and continued neglect of, the substantive duties of his position, (b) any willful act or omission by the Executive constituting dishonesty, fraud or other malfeasance, (c) material nonconformance with Hudson's standard business practices and policies, including but not limited to violation of Hudson's Code of Business Conduct and Ethics or Hudson's Substance Abuse Policy, (d) any act or omission by the Executive which has a material adverse affect upon the financial condition or business reputation of Hudson, (e) the Executive's conviction of a felony, or any crime involving moral turpitude, dishonesty or theft, under the laws of the United States or any state thereof or any other jurisdiction in which Hudson conducts business, (f) breach of the provisions of paragraphs "11" or "12" of this agreement, (g) the resignation of Executive other than pursuant to the occurrence of an event constituting Good Reason (as hereinafter defined).

(iii) "Good Reason" shall mean (a) the Executive is assigned any duties or responsibilities, without his consent, that are materially inconsistent with his position, duties, responsibilities or status, (b) Hudson requires the Executive, without his consent, to be based at a location which is more than fifty (50) miles from Hudson's corporate headquarters, currently located at One Blue Hill Plaza, Pearl River, New York 10965, (c) except as provided in paragraph "8.I." below, the Executive's annual base salary is reduced, except to the extent that the annual base salaries of all Named Executives (as defined below) are reduced due to the adverse financial condition of Hudson and further providing that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein, (d) the Executive's benefits are reduced and such reduction results in a material reduction in the Executive's total compensation, except to the extent that such reductions are made by Hudson on a company-wide basis and affect all Named Executives that participate in such benefits, (e) except as provided in paragraph "8.I." below, the Executive experiences in any year a reduction in bonus compensation or other incentive compensation, or a reduction in the ratio of the Executive's incentive compensation, bonus or other such payments to his base compensation, or a reduction in the method of calculation of the Executive's incentive compensation, bonus or other such payments if these benefits or payments are calculated other than as a percentage of base salary, except to the extent such reduction applies equally or proportionally, as the case may be, to all Named Executives of Hudson. Good Reason shall not be deemed to exist unless the Executive's Termination of Employment for Good Reason occurs within ninety (90) days following the initial existence of one of the foregoing conditions, the Executive provides Hudson with written notice of the existence of such condition(s) within thirty (30) days after the initial existence of the condition(s), and Hudson fails to remedy the condition within thirty (30) days after its receipt of such notice. An isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Hudson within ten (10) days after Hudson's receipt of notice thereof given by the Executive shall not constitute Good Reason.

(iv) "Budget" shall mean (a) as to Hudson, the projected annual and monthly revenues, expenses and net profit goals approved and accepted by Hudson's board of directors for the applicable fiscal year, and for each month individually in that fiscal year, and (b) as to Executive, all performance criteria capable of being measured on a month to month basis, if any, that have

been established for the Executive under any bonus or other incentive compensation plan covering the applicable fiscal year.

(v) "Named Executive(s) shall mean Kevin Zugibe, Brian Coleman, James Buscemi, Charles Harkins, and Stephen Mandracchia.

G. Hudson's obligation to pay the compensation and to make the arrangements provided in this paragraph "8" shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment or other right which Hudson may have against the Executive or anyone else; provided, however, that as a condition to payment of amounts under this paragraph "8", within thirty (30) days of the Executive's Termination of Employment, the Executive shall have (i) executed and not revoked a general release and waiver, in form and substance reasonably satisfactory to Hudson, of all claims relating to the Executive's employment by Hudson and the termination of such employment, including, without limitation, discrimination claims (including without limitation age discrimination), employment-related tort claims, contract claims and claims under this Agreement (other than claims with respect to benefits under any tax-qualified retirement plans or continuation of coverage or benefits solely as required under ERISA), and (ii) executed an agreement expressly acknowledging and reaffirming the covenants and restrictions contained in paragraphs "11" and "12" below, and the remedies available to Hudson under paragraph "13" below.

H. All amounts payable by Hudson pursuant to this paragraph "8" shall be paid without notice or demand. The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made pursuant to this paragraph "8" and, except as provided in paragraph "13" below, the obtaining of any other employment shall not result in a reduction of Hudson's obligation to make the payments, benefits and arrangements required to be made under this paragraph "8".

I. Executive expressly acknowledges that the following shall not constitute "Good Reason" for purposes of this paragraph "8":

(i) Establishing a new or different bonus or incentive compensation plan(s) in any subsequent year based upon new or different criteria for calculating the applicability of, and the amount of any bonus or incentive compensation award due to the Executive, provided that any new or different bonus or incentive compensation plan, and any award under said plan, applies equally or proportionally, as the case may be, to all Named Executives; except that Hudson may establish separate performance criteria and payment amounts for awards under such plan for each Named Executive that are reasonably achievable and reasonably related to such Executive's normal duties and responsibilities;

(ii) A reduction of the Executive's bonus compensation or other incentive compensation that (a) results from Hudson operating at a level of performance below Hudson's Budget, (b) results from the Executive's failure or inability to attain, in whole or in part, any or all of the performance criteria established for the Executive under the said plan, (c) results from application of the terms of such bonus or incentive compensation plan, or (d) is based upon the Executive's performance, or non-performance, of his normal duties and responsibilities during the period covered by the bonus or incentive compensation plan including, without limitation, due to the Executive's Disability (as defined herein);

(iii) A reduction of the Executive's annual base salary based upon the Executive's performance, or non-performance, of his normal duties and responsibilities, provided that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein;

(iv) A reduction in the Executive's annual base salary pursuant to the provisions of paragraph "10" below.

2. Paragraph "10", entitled "DISABILITY", is hereby deleted in its entirety and a new Paragraph "10" inserted in its place which shall read as follows:

#### "10. SICK LEAVE

A. If with or without reasonable accommodation Executive is physically or mentally unable to perform his duties, or is otherwise absent for medical reasons, Hudson shall continue to pay base salary and provide benefits to the Executive ("Sick Leave"). However, if a continuous period of Sick Leave exceeds eight (8) consecutive weeks, Hudson's obligation with regard to base salary upon the expiration of the eight (8) consecutive weeks shall be limited to paying 75% of base salary. If the Executive returns to full service, his full base salary shall be reinstated to the pre-adjustment amount. As a condition to the receipt of the foregoing base salary and benefits, the Executive agrees that he shall provide Hudson such information as Hudson may reasonably request from time to time to permit Hudson to make a determination that the Executive is entitled to sick pay under this provision. Hudson shall reduce the amount paid to the Executive during such Sick Leave by an amount equal to any disability payments or benefits actually received by Executive under or pursuant to any disability program or supplemental disability insurance plan(s) provided by Hudson at Hudson's expense unless such reduction results in a violation of Code Section 409A.

B. Notwithstanding the foregoing, Hudson may terminate the employment of Executive at any time after Executive's continuous period of Sick Leave exceeds 120 calendar days. Termination of the Executive after the said 120 calendar period shall not be deemed a Termination for Cause (as defined in paragraph "8" above") and shall entitle the Executive to receive the payments and benefits provided by Paragraph "8" upon Termination of Employment based upon Executive's full base salary, and for purposes of such payments and benefits, the Severance Period shall be deemed to commence as of the date of the Termination of Employment resulting under this paragraph "10.B."

C. Notwithstanding anything to the contrary contained herein, in the event that during the period the Executive is on Sick

Leave, and prior to any Termination of Employment pursuant to paragraph "10.B.", there is deemed a "Separation from Service" (as that term is defined in Section 409A of the Internal Revenue Code for purposes of a permissible event), Hudson and the Executive agree that such Separation of Service shall be treated as a Termination of Employment. Such Termination shall not be deemed a Termination for Cause (as defined in paragraph "8" above") and shall entitle the Executive to receive the payments and benefits provided by Paragraph "8" upon Termination of Employment based upon Executive's full base salary, provided that, for purposes of such payments and benefits, the Severance Period shall commence as of the date of the Separation from Service as described in this paragraph "10.C", and shall be based upon Executive's full base salary.

D. Notwithstanding anything to the contrary contained herein, in the event that during the period the Executive is on Sick Leave, and prior to any Termination of Employment pursuant to paragraph "10.B." or any Separation from Service pursuant to paragraph "10.C.", the Executive becomes "Disabled," (as defined in Code Section 409A for purposes of a permissible payment event) Hudson and the Executive agree that the Executive's Disability shall entitle the Executive to receive the payments and benefits provided by Paragraph "8" upon Termination of Employment based upon Executive's full base salary. For purposes of such payments and benefits, the Severance Period shall commence as of the date of the Disability as described in this paragraph "10.D".

3. Paragraph "14", entitled "NOTICES" is hereby amended to provide that all notices shall be sent to Hudson at its principal office located at PO Box 1541, One Blue Hill Plaza, 14<sup>th</sup> Floor, Pearl River, New York 10965, and except as so amended, all other provisions of Paragraph "14" shall remain in full force and effect.

4. A new Paragraph "22", entitled "COMPLIANCE WITH CODE SECTION 409A" is hereby added to the Agreement to read as follows:

**"22. COMPLIANCE WITH CODE SECTION 409A :**

A. It is the intention of Hudson and the Executive that the payments, benefits and rights to which the Executive could be entitled pursuant to this Agreement comply with Code Section 409A of the Internal Revenue Code of 1986, as amended ("Code"), the Treasury regulations and other guidance promulgated or issued thereunder ("Section 409A"), to the extent that the requirements of Section 409A are applicable thereto, and after application of all available exemptions, including but not limited to, the "short-term deferral rule" and "involuntary separation pay plan exception" and the provisions of this Agreement shall be construed in a manner consistent with that intention. If any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Code Section 409A, Hudson shall, upon the specific request of the Executive, use its reasonable business efforts to in good faith reform such provision to comply with Code Section 409A; provided, that to the maximum extent practicable, the original intent and economic benefit to the Executive and Hudson of the applicable provision shall be maintained, but Hudson shall have no obligation to make any changes that could create any additional economic cost or loss of benefit to Hudson. Hudson shall not have any liability to the Executive with respect to tax obligations that result from the application of Code Section 409A and makes no representation with respect to the tax treatment of the payments and/or benefits provided under this Agreement. Any provision required for compliance with Section 409A that is omitted from this Agreement shall be incorporated herein by reference and shall apply retroactively, if necessary, and be deemed a part of this Agreement to the same extent as though expressly set forth herein.

B. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expense eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

C. For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which the Executive is entitled under this Agreement shall be treated as a separate payment within the meaning of Section 409A. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

D. Neither Hudson nor the Executive, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

E. If and to the extent required to comply with Section 409A, a Termination of Employment, as defined above, shall not be deemed to have occurred for purposes of this Agreement providing for the payment of any amounts or benefits upon or following a Termination of Employment unless such termination is also a "Separation from Service" within the meaning of Section 409A and, for purposes of any provision of this Agreement, references to Termination of Employment, "termination," "termination of employment" or like terms shall mean "Separation from Service."

F. If the Executive is deemed on the date of termination of his employment to be a "specified employee," within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by Hudson from time to time, or



if none, the default methodology, then with regard to any payment or the providing of any benefit subject to this Section, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), and any other payment or the provision of any other benefit that is required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment or benefit shall not be made or provided prior to the earlier of (i) the expiration of the six-month period measured from the date of the Executive's Separation from Service or (ii) the date of the Executive's death. In this regard, it is the intention and understanding of Hudson and the Executive that payments made following a Termination of Employment under Paragraph "1" shall be exempt under the "short-term deferral rule" and "involuntary separation pay plan exception", and other applicable exceptions, from the requirements of Code Section 409A(a)(2)(B), and are not required and shall not be delayed. Absent such exception, on the first day of the seventh month following the date of Executive's Separation from Service or, if earlier, on the date of his death, all payments delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. The determination of whether the Executive is a "specified employee" shall be made by Hudson in good faith applying Section 409A.

5. A new Paragraph "23", entitled "SURVIVAL" is hereby added to the Agreement to read as follows:

"23. SURVIVAL: Notwithstanding anything to the contrary contained herein, it is the intention of the parties that the the provisions contained in Paragraphs "8" and "10" of this Agreement, and each of the covenants, conditions, rights and obligations set forth therein, shall survive the expiration and/or termination of this Agreement pursuant to the provisions of Paragraph "3" regardless of whether Executive remains in the employ of Hudson following such expiration and/or termination.

6. Except as amended herein, all other provisions set forth and contained in the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this agreement as of the date written above.

Hudson Technologies, Inc. Hudson Technologies of Tennessee dba

Hudson Technologies Company

By: /s/ Stephen P. Mandracchia, VP By: /s/ Stephen P. Mandracchia, VP

/s/ Kevin J. Zugibe

Kevin J. Zugibe

## AGREEMENT

THIS AGREEMENT is made as of the 10th day of October, 2006 by and between Hudson Technologies, Inc., 275 North Middletown Road, Pearl River, New York 10965, Hudson Technologies of Tennessee, dba Hudson Technologies Company, 275 North Middletown Road, Pearl River, New York 10965 (hereinafter Hudson Technologies, Inc. and Hudson Technologies of Tennessee, dba Hudson Technologies Company are collectively referred to herein as "Hudson") and Brian F. Coleman, residing at 41 Mountainview Avenue, Pearl River, NY 10965 ("Executive").

WHEREAS, the Executive is an executive officer of Hudson and currently holds the title of President and Chief Operating Officer of Hudson; and

WHEREAS, Hudson Technologies of Tennessee, dba Hudson Technologies Company is a separate, wholly owned subsidiary of Hudson Technologies, Inc. and is made a party to this agreement for the purpose of implementing the terms of this agreement; and

WHEREAS, Hudson and the Executive acknowledge that, because the Executive's duties and responsibilities will bring the Executive into contact with Hudson's confidential information, Hudson must ensure that its valuable confidential information, as well as its customer relationships, are protected and can be entrusted to the Executive; and

WHEREAS, Hudson and the Executive acknowledge that the Executive's talents, knowledge and services to Hudson are of a special, unique, and extraordinary character and are of particular and peculiar benefit and importance to Hudson; and

WHEREAS, Hudson desires to ensure that it will receive the continued dedication, loyalty and service of, and the availability of objective advice and counsel from, the Executive, as well as assurances that the Executive will continue to devote his best efforts to his employment with Hudson and that he will not solicit other executives or employees of Hudson or the Company.

NOW, THEREFORE, in consideration of the continuation of the employment by Hudson of the Executive, the payments, rights and benefits granted, and the mutual covenants and conditions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed:

1. **TERMINATION:** The following payments and benefits (hereinafter "Severance Benefits") will be provided to the Executive by Hudson in the event of a Termination of Employment (as hereinafter defined) of the Executive:

A. Executive will continue to receive his annual base salary, based upon his annual base salary as of the date of his Termination of Employment (as hereinafter defined), for a period of eighteen (18) months (the "Severance Period"), with payroll to be made every two weeks, or at such other frequency based upon Hudson's normal payroll practice. Hudson shall deduct from Executive's continuing payroll all normal tax withholdings and deductions which Hudson is required by law to make.

B. On or before the Executive's last day of employment with Hudson, Hudson will pay to the Executive a lump sum payment in an amount equal to a pro rata bonus through the date of Termination of Employment (the "Pro-Rata Bonus"). For purposes of this paragraph "1.B.", the Pro-Rata Bonus shall be an amount equal to the highest bonus earned by the Executive in any calendar year within the three (3) calendar years immediately preceding the date of Termination of Employment, pro rated for the period served during the year in which the Termination of Employment occurs. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make.

Notwithstanding the foregoing, Hudson shall not be obligated to pay the Pro-Rata Bonus to the Executive if as of the date of Termination of Employment (i) Hudson is operating at a level of performance, on a year to date basis, below Hudson's net profit goals as established by Hudson's Budget (as hereinafter defined), or (ii) the Executive is acting at a level of performance, on a year to date basis, such that he has not achieved all of the performance criteria established by the Executive's Budget (as hereinafter defined). For purposes of this subparagraph "B", Hudson shall prepare a profit and loss statement showing Hudson's total year to date net profit as of the close of business the day prior to the date of Termination of Employment, and as compared to the net profit under Hudson's Budget (the "Interim P&L").

C. On or before the Executive's last day of employment with Hudson, Hudson will pay to the Executive a lump sum payment for the Executive's unused vacation for the year in which the Termination of Employment occurs, equal to the number of prorata unused vacation days on the date of Termination of Employment, as determined in accordance with Hudson's standard vacation policy, multiplied by the Executive's daily base salary on the date of Termination of Employment. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make.

D. The Executive's participation in life, health and dental insurance, disability insurance, and any other benefits (the "Benefits") provided by Hudson to the Executive as of the date of the Termination of Employment shall be continued, or essentially equivalent benefits provided by Hudson, for the entire Severance Period or until otherwise terminated by the Executive, on the same terms, conditions and costs as if the Executive continued in the employ of Hudson. If for any reason Hudson is unable to continue any or all of the Benefits as required herein, Hudson shall pay to the Executive a lump sum cash payment equal to the value of the Benefits that cannot be provided.

E. All stock options, stock appreciation rights, and any similar rights which the Executive holds on the date of Termination of Employment shall become fully vested and be exercisable on the date of Termination of Employment, and shall remain exercisable following the Termination of Employment until (i) expiration of the Severance Period, (ii) termination of Severance Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, stock appreciation right or similar right, whichever first occurs.

F. In the event the Executive is terminated pursuant to paragraph "3.B." below, within ten (10) days after such termination, Hudson will pay to the Executive a lump sum payment in an amount equal to the the amount that Executive's base salary was reduced during the period of the Executive's Disability (as defined below) pursuant to the provisions of paragraph "3" below.

G. For purposes of this agreement, the following definitions will apply:

(i) A "Termination of Employment" shall take place in the event that the Executive's employment is terminated (a) by Hudson without Cause (as hereinafter defined) or (b) by the Executive within thirty (30) days of the occurrence of an event constituting Good Reason (as hereinafter defined).

(ii) "Cause" shall exist if the act(s) or conduct of the Executive make it unreasonable to require Hudson to continue to retain Executive in its employment, such as, but not limited to, (a) the Executive's willful and continued refusal to perform, or the Executive's willful and continued neglect of, the substantive duties of his position, (b) any willful act or omission by the Executive constituting dishonesty, fraud or other malfeasance, (c) material nonconformance with Hudson's standard business practices and policies, including but not limited to violation of Hudson's Code of Business Conduct and Ethics or Hudson's Substance Abuse Policy, (d) any act or omission by the Executive which has a material adverse affect upon the financial condition or business reputation of Hudson, (e) the Executive's conviction of a felony, or any crime involving moral turpitude, dishonesty or theft, under the laws of the United States or any state thereof or any other jurisdiction in which Hudson conducts business, (f) breach of the provisions of paragraphs "4" or "5" of this agreement, (g) the resignation of Executive other than pursuant to the occurrence of an event constituting Good Reason (as hereinafter defined).

(iii) "Good Reason" shall mean (a) the Executive is assigned any duties or responsibilities, without his consent, that are materially inconsistent with his position, duties, responsibilities or status, (b) Hudson requires the Executive, without his consent, to be based at a location which is more than fifty (50) miles from Hudson's corporate headquarters, currently located at 275 North Middletown Road, Pearl River, New York 10965, (c) except as provided in paragraph "1.J." below, the Executive's annual base salary is reduced, except to the extent that the annual base salaries of all Named Executives (as defined below) are reduced due to the adverse financial condition of Hudson and further providing that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein, (d) the Executive's benefits are reduced, except to the extent that such reductions are made by Hudson on a company-wide basis and affect all Named Executives that participate in such benefits, (e) except as provided in paragraph "1.J." below, the Executive experiences in any year a reduction in bonus compensation or other incentive compensation, or a reduction in the ratio of the Executive's incentive compensation, bonus or other such payments to his base compensation, or a reduction in the method of calculation of the Executive's incentive compensation, bonus or other such payments if these benefits or payments are calculated other than as a percentage of base salary, except to the extent such reduction applies equally or proportionally, as the case may be, to all Named Executives of Hudson. An isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Hudson within ten (10) days after Hudson's receipt of notice thereof given by the Executive shall not constitute Good Reason.

(iv) "Budget" shall mean (a) as to Hudson, the projected annual and monthly revenues, expenses and net profit goals approved and accepted by Hudson's board of directors for the applicable fiscal year, and for each month individually in that fiscal year, and (b) as to Executive, all performance criteria capable of being measured on a month to month basis, if any, that have been established for the Executive under any bonus or other incentive compensation plan covering the applicable fiscal year.

(v) "Named Executive(s)" shall mean Kevin Zugibe, Brian Coleman, James Buscemi, Charles Harkins, and Stephen Mandracchia.

H. Hudson's obligation to pay the compensation and to make the arrangements provided in this paragraph "1" shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment or other right which Hudson may have against the Executive or anyone else, provided, however, that as a condition to payment of amounts under this paragraph "1", the Executive shall execute (i) a general release and waiver, in form and substance reasonably satisfactory to Hudson, of all claims relating to the Executive's employment by Hudson and the termination of such employment, including, without limitation, discrimination claims, employment-related tort claims, contract claims and claims under this Agreement (other than claims with respect to benefits under any tax-qualified retirement plans or continuation of coverage or benefits solely as required under ERISA), and (ii) an agreement expressly acknowledging and reaffirming the covenants and restrictions contained in paragraphs "4" and "5" below, and the remedies available to Hudson under paragraph "6" below.

I. All amounts payable by Hudson pursuant to this paragraph "1" shall be paid without notice or demand. The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made pursuant to this paragraph "1" and, except as provided in paragraph "6" below, the obtaining of any other employment shall not result in a reduction of Hudson's obligation to make the payments, benefits and arrangements required to be made under this paragraph "1".

J. Executive expressly acknowledges that the following shall not constitute "Good Reason" for purposes of this paragraph "1":

(i) Establishing a new or different bonus or incentive compensation plan(s) in any subsequent year based upon new or different criteria for calculating the applicability of, and the amount of any bonus or incentive compensation award due to the Executive, provided that any new or different bonus or incentive compensation plan, and any award under said plan, applies equally or proportionally, as the case may be, to all Named Executives; except that Hudson may establish separate performance criteria and payment amounts for awards under such plan for each Named Executive that are reasonably achievable and reasonably related to such Executive's normal duties and responsibilities;

(ii) A reduction of the Executive's bonus compensation or other incentive compensation that (a) results from Hudson operating at a level of performance below Hudson's Budget, (b) results from the Executive's failure or inability to attain, in whole or in part, any or all of the performance criteria established for the Executive under the said plan, (c) results from application of the terms of such bonus or incentive compensation plan, or (d) is based upon the Executive's performance, or non-performance, of his normal duties and responsibilities during the period covered by the bonus or incentive compensation plan including, without limitation, due to the Executive's Disability (as defined herein);

(iii) A reduction of the Executive's annual base salary based upon the Executive's performance, or non-performance, of his normal duties and responsibilities, provided that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein;

(iv) A reduction in the Executive's annual base salary pursuant to the provisions of paragraph "3" below.

2. **TERMINATION FOR CAUSE:** Hudson may at any time terminate the employment of the Executive for Cause (as defined in paragraph "1" above) upon five (5) days prior written notice to Executive. If Executive is terminated for cause, he shall be entitled to no Severance Benefits and shall be entitled to no bonus payment that might otherwise be owed to him even if he worked for the entire year. In the event of termination under this section, Hudson shall pay Executive all amounts which are then accrued but unpaid, including unpaid vacation as determined in accordance with Hudson's standard vacation policy, within thirty (30) days after the date of notice. Hudson shall have no further or additional liability to Executive.

3. **DISABILITY:** A. If Executive is unable to perform his services by reason of illness, injury or incapacity (hereinafter "Disabled" or "Disability"), he will continue to receive his base salary and all benefits for a period of eight (8) weeks after the commencement of the Disability. If Executive is unable to perform his services by reason of his Disability for a period of more than eight (8) consecutive weeks, the Executive's annual base salary during the continued period of Disability shall be reduced by twenty-five (25%) percent. Executive's full compensation shall be reinstated upon his return to employment and the discharge of his full duties. Hudson shall have the right to reduce the amount paid to the Executive pursuant to this paragraph "3" by an amount equal to any disability payments or benefits actually received by Executive under or pursuant to any disability program or supplemental disability insurance plan(s) provided by Hudson at Hudson's expense.

B. Notwithstanding the foregoing, Hudson may terminate the employment of Executive at any time after Executive has been Disabled for a continuous period of more than 120 calendar days. Termination of the Executive after the said 120 calendar period shall not be deemed a Termination for Cause (as defined in paragraph "1" above) and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment, except that, for purposes of such payments and benefits, the Severance Period shall be deemed to commence the date of the commencement of the Executive's Disability.

4. **CONFIDENTIALITY:** A. Executive expressly acknowledges and agrees as follows:

(i) Hudson expends a significant amount of funds annually on researching and developing solutions and proprietary techniques related to the products and services it offers or is seeking to offer, and has developed substantial confidential, proprietary, and trade secret information, and this confidential, proprietary, and trade secret information, if misused, disclosed, misappropriated or used by others, would be very injurious and result in irreparable harm to Hudson.

(ii) Hudson's Confidential Information (as hereinafter defined) constitute valuable commercial assets of Hudson and are not readily available to the general public or by any persons not employed by or otherwise associated in a position of trust with Hudson. Hudson keeps its Confidential Information confidential (other than to the extent filings are required for patents) by means of restrictions upon those to whom the information will become known prohibiting use or disclosure.

(iii) Executive's position with Hudson will provide the Executive with access to or knowledge of Hudson's Confidential Information.

(iv) Hudson's Confidential Information has or will become known to Executive only as a result of his employment with Hudson. To the extent that Executive was previously engaged, on his own or with others, in a business that provided the same or similar services as those provided by Hudson, Executive further acknowledges that such prior business knowledge and experience, and any familiarity with entities that are actual or potential customers for the business, shall not permit or allow Executive to contend that Hudson's Confidential Information is not confidential or should not be protected from use or misappropriation.

B. In light of the foregoing, Executive understands, acknowledges, and agrees to the following terms and conditions regarding Confidential Information.

(i) All Confidential Information is the property of Hudson, and Executive shall not, without the express written consent of Hudson, directly or indirectly use, disseminate, disclose, or in any way reveal, either during Executive's employment or at any time thereafter, all or any part of the Confidential Information, other than to use such Confidential Information for the purposes authorized by Hudson and only for the benefit of Hudson.

(ii) Hudson shall be the sole owner of, and Executive hereby assigns to Hudson, any and all property rights to all Intellectual Property (as hereinafter defined) made, conceived, originated, devised, discovered, invented, or developed before, during, or after the term of Executive's employment with Hudson, whether or not Executive was involved either alone or with others, if it was in whole or in part developed during the course of Executive's employment or by Executive's use of any property of Hudson. This ownership provision does not apply to creations of the Executive which are made in the Executive's own time, without the use of any Hudson resources, and which do not relate in any way to Hudson's business. Executive agrees to cooperate fully and assist Hudson or its designee in the performance of any lawful acts that Hudson at its discretion deems necessary, and to execute and deliver without charge any documents reasonably required by Hudson to secure any patent, copyright, trademark and other protection for Intellectual Property and improvements thereon, and to assign to and vest in Hudson the entire interest therein in the United States and all foreign countries.

(iii) Upon request by Hudson at any time, and upon termination from employment with Hudson, whichever is sooner, Executive shall immediately deliver to Hudson any and all information and property of Hudson in whatever form it exists, including but not limited to all Confidential Information, and all copies thereof or materials containing or derived from Confidential Information.

C. As used in this agreement: "Confidential Information" means all information not publicly-available (but including information that is publicly available as a result of a breach by Executive of paragraphs "4" and "5") and not generally known or used by Hudson's competitors or in the industry, and which could be harmful to Hudson if disclosed to persons outside of Hudson and which includes, but is not limited to:

(i) Intellectual Property (as hereinafter defined);

(ii) Technical information, such as, but not limited to: Hudson's plant organization and designs; product formulation, manufacturing, performance and processing data; and research and development results and plans;

(iii) Product information, such as, but not limited to: non-public details of Hudson's products and services, including (but not limited to) its existing refrigerant, decontamination, reclamation and recovery products and services, as well as those being developed; specialized equipment and training; product plans, drawings and specifications; and performance capabilities, strengths and weaknesses;

(iv) Strategic information, such as, but not limited to: Hudson's material costs; supplier and vendor information; overhead costs; pricing; profit margins; banking and financing information; and market penetration initiatives and strategies;

(v) Organizational information, such as, but not limited to: Hudson's personnel and salary data; information concerning the utilization of facilities; merger, acquisition and expansion information; and equipment utilization information; Hudson manuals, policies and procedures;

(vi) Marketing and sales information, such as, but not limited to: Hudson's licensing, marketing and sales techniques and data; customer lists; customer data, such as, but not limited to, their personnel, project, financial and account status, individual needs, historical purchases, contact information; product development and delivery schedules; market research and forecasts; and marketing and advertising plans, techniques and budgets; and

(vii) Advertising information, such as, but not limited to: Hudson's overall marketing policies; the specific advertising programs and strategies utilized by Hudson; and the success or lack of success of those programs and strategies.

D. As used in this agreement, "Intellectual Property" means all information concerning the evaluation, design, engineering, construction, marketing, and sales of the products and services provided by Hudson and which includes, but is not limited to: any and all patents, patents pendings, trademarks, copyrights, and any and all applications for same issued to and/or applied for by Hudson; any and technological (including software), educational, operational, and financial innovations, discoveries, inventions, designs, and formulae; tests; performance data; processes or production methods; improvements to all such property; and all recorded material defining, describing, illustrating, or documenting in any fashion, all such property, whether written or not and whether stored in plain, code or other form; without regard to whether such property is patentable, copyrightable, or subject to trade/service mark protection, and if patentable, copyrightable, or subject to trade/service mark protection, without regard to whether a patent, copyright, or trademark or service mark has been sought or obtained.

## 5. NON-COMPETITION / NON-SOLICITATION:

A. Executive expressly acknowledges and agrees as follows: Hudson compensates its Executives, among other things, to develop and to pursue, on Hudson's behalf, good relationships and goodwill with all customers and potential customers, whether developed by Executive or others within the Hudson organization; Hudson's Confidential Information, if used in competition with Hudson, or disclosed to a competitor of Hudson, would be very injurious to Hudson, resulting in irreparable harm to Hudson; by virtue of his position with Hudson, Executive will

be exposed to, acquire and develop knowledge of Confidential Information that Hudson uses throughout the country and elsewhere in the world, not just in the area of Executive's employment, in particular Confidential Information related to Hudson's customers, operations, and its suppliers; Executive is able to be gainfully employed by other employers, within a reasonable distance of Executive's place of employment with Hudson, in a variety of other industries and businesses that are engaged in businesses that do not involve and are not competitive with any part of Hudson's business.

B. In light of the foregoing, Executive agrees that, while Executive is employed by Hudson, and continuing until the expiration of the Covenant Period (as hereinafter defined):

(i) Executive shall not compete with Hudson, directly or indirectly, whether for Executive's own behalf or on behalf of or in conjunction with any other person, persons, company, partnership, corporation or business entity, whether for profit or not-for-profit, by (a) being employed by, participating in, or otherwise being materially connected in the conduct of any business activity that involves providing services that are like or similar to, or competitive with, any one or more of the products or services provided by Hudson, within the Restricted Territory (as hereinafter defined), or (b) calling upon, contacting, diverting, soliciting, or doing business for or with any "Client" of Hudson (as defined below) for the purpose of offering or providing any business or service that involves services that are competitive with or would replace or be a substitute for any one or more of the products and services provided by Hudson.

(ii) Executive shall not directly or indirectly, without the prior written consent of Hudson, (a) induce, solicit, entice, or encourage any officer, director, employee or other individual to leave his or her employment with Hudson, (b) induce, solicit, entice, or encourage any officer, director, employee or other individual to compete in any way with Hudson, or to violate the terms of any employment, non-competition, confidentiality or similar agreement with Hudson; or (c) employ, offer to employ, contract with, offer to contract with, or do business with any officer, director, employee or other individual who is employed by Hudson.

C. For purposes of this paragraph "5", the Covenant period shall be eighteen (18) months after the Executive's last day of the employment with Hudson, regardless of the reason underlying the termination of Executive's employment.

D. Executive acknowledges that many of Hudson's services are remedial in nature and, as such, its customers may utilize Hudson's services on an infrequent basis over an extended period of time, or following a protracted sales cycle. Executive also acknowledges that because of his position, he will likely have knowledge of all customers of Hudson through access to the Confidential Information, whether or not located within the Restricted Territory (as hereinafter defined). Accordingly, for purposes of this paragraph "5", the term "Client" shall mean any (a) potential customer of Hudson upon whom Executive called, or with whom Executive had contact, during the last eighteen (18) months of Executive's employment, (b) any potential customer as to whom Executive assisted in making an offer to provide services or as to whom Executive was involved in regard to planning, marketing, conducting, or overseeing the offer of Business Services to the potential customer, (c) any potential customer whose identity Executive learned during the last eighteen (18) months of Executive's employment with Hudson, or learned from Confidential Information at any time, or (d) any customer for whom Hudson has provided services or products to at any time during the thirty six (36) months preceding the last day of the Executive's employment with Hudson and whose identity as a Hudson customer Executive learned from Confidential Information at any time.

E. The Executive acknowledges that the nature of Hudson's business is such that it provides its services to customers over a large geographic area, and that Hudson services customers within a geographical radius in excess of three hundred (300) miles from each of Hudson's locations. Accordingly, the "Restricted Territory" is defined as a three (300) mile radius of each of the Hudson's places of business located in the following cities: Pearl River, New York; Champaign, Illinois; Charlotte, North Carolina; Baton Rouge, Louisiana; Seattle, Washington; Dallas, Texas; Phoenix, Arizona.

F. In order to assure Hudson of the full eighteen (18) months of the covenant period within which to protect its goodwill and to prevent Executive from unfairly benefiting by violations of this paragraph "5", the provisions and requirements of this paragraph "5" shall be extended for a period of time beyond the Covenant Period equal in length to the total length of time during which Executive is in violation of any one or more provisions of this Section.

G. In the event it is determined by a Court or other authority of competent jurisdiction that any provision, or portion of a provision, of this paragraph "5" is not enforceable under the law governing this Agreement, the unenforceable provision or portion thereof may be stricken, and the remainder of the provision and of this paragraph "5" shall be valid and fully enforceable, in all respects. Further, if any provision of this Agreement is found to be overbroad or unenforceable, the court or other authority with competent jurisdiction is expressly authorized to conform the provision to the extent necessary to remedy any deficiency and render it valid and enforceable. No portion of this Agreement may be amended except in a form of writing signed by both parties or their representatives.

H. In addition to his continued employment and the provisions of paragraphs "1", "2" and "3" above, Hudson has made a lump sum cash payment to Executive in the amount of four thousand, five hundred (\$4,500.00) dollars, and has delivered to Executive 8,100 stock options issued under the Company's 1997 Stock Option Plan, which options shall become exercisable and vest immediately upon issuance and shall remain exercisable following the Termination of Employment until (i) one year after the expiration of the Severance Period, (ii) one year after termination of Severance Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, whichever first occurs. Executive hereby acknowledges receipt of that lump sum payment and of the stock options, and specifically acknowledges and agrees that the payment and the options constitute good, valuable and sufficient consideration for the covenants and restrictions contained in this paragraph "5".

## 6. REMEDIES:

A. In the event that Executive breaches any term or provision of paragraphs "4" or "5" of this Agreement, Hudson shall be immediately, permanently and irreparably damaged and shall be entitled, in addition to, and without limiting Hudson's right to, any and all other legal and

equitable remedies and damages, (i) to a temporary restraining order ex parte, to a preliminary injunction, and to a permanent injunction, to restrain Executive's actions or the actions of others acting on Executive's behalf, (ii) to terminate all future Severance Benefits through the remainder of the Severance Period, and (iii) to recover from the Executive all Severance Benefits actually paid to the Executive, including any costs or expenses actually incurred by Hudson in providing such Severance Benefits. Executive agrees that Executive will not be damaged by enforcement of this covenant as Executive can obtain many other types of gainful employment without violating the provisions of paragraphs "4" or "5", so that no bond shall be required, and if the Court requires a bond to be posted, it shall not exceed \$500.00.

B. All of Executive's covenants and obligations under paragraphs "4" and "5" of this Agreement shall survive, and shall remain enforceable, for so long as Executive is employed and after termination of employment for any reason, and shall survive despite future promotions, raises, changes in position or compensation, demotions, and the execution of new agreements with Hudson, and shall inure to the benefit of Hudson's successors and assigns, unless Hudson executes in writing an agreement expressly terminating the covenants of paragraphs "4" and "5".

C. Hudson and Executive shall each bear and be responsible for their own attorneys' fees, expenses and disbursements incurred in any litigation brought by either party to enforce or interpret any provision contained in paragraphs "4" or "5" of this Agreement.

7. **NOTICES:** All notices required or permitted to be given under this agreement shall be sufficient if in writing and if sent by certified mail, return receipt requested, to the Executive at his residence, and to Hudson at its principal office located at 275 North Middletown Road, Pearl River, New York 10965, attention Chief Executive Officer, or at such other address as any party specifies by giving proper notice.

8. **SUCCESSORS:** This agreement shall be binding upon and shall inure to the benefit of the Executive and his estate. Neither this Agreement nor any rights hereunder shall be assignable by the Employee.

This Agreement shall be freely assignable by Hudson to, and shall inure to the benefit of, and be binding upon, any successor corporation or affiliate of a successor corporation, and all references in this agreement to Hudson shall include its subsidiaries and affiliates and any successors, affiliates of successors or assigns of Hudson. As used herein, the term "successor" shall mean any person, firm, corporation or business entity or affiliate thereof which at any time, whether by merger, purchase or otherwise, directly or indirectly acquires all or substantially all of the assets or the business of Hudson, including any entity that shall be the surviving corporation in a merger with Hudson.

9. **EMPLOYMENT AT WILL; CONSEQUENCES OF TERMINATION:** Nothing herein shall be deemed to create an agreement for employment of Executive for any specified term or period of time. Hudson expressly agrees that at any time the Executive may resign or otherwise terminate his or her employment with Hudson, for any reason or for no reason, subject to the provisions contained herein. Likewise, the Executive expressly agrees that at any time Hudson may terminate the employment of the Executive for any reason or for no reason, subject to the provisions contained herein.

10. **INDEMNIFICATION:** In the event that any litigation shall be brought to enforce or interpret any provision contained in paragraphs "1", "2" or "3" of this Agreement, then, provided that the Executive prevails to any extent, Hudson shall reimburse or indemnify the Executive for the Executive's reasonable attorneys' fees, expenses and disbursements incurred in such litigation, including the costs of enforcement.

11. **CONTROLLING LAW:** This Agreement and all other issues regarding the employment of the Employee shall be governed by the laws of the State of New York, without reference to its conflicts of law principles.

12. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding of the parties regarding the employment of the Executive, and all prior or contemporaneous agreements, representations, or understanding are expressly superseded by, and do not survive this Agreement. Executive has not relied upon any inducement, promise, representation, or assurance, other than those expressly set out herein. Except as expressly permitted herein, this Agreement may not be modified or amended except in writing signed by all parties hereto.

IN WITNESS THEREOF, the parties have executed this agreement as of the date written above.

Hudson Technologies, Inc. Hudson Technologies of Tennessee dba

Hudson Technologies Company

By: /s/ Kevin J. Zugibe By: /s/ Kevin J. Zugibe

Brian F. Coleman

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment"), is made this 29th day of December, 2008, by and between Hudson Technologies, Inc., PO Box 1541, One Blue Hill Plaza, Pearl River, New York 10965, Hudson Technologies of Tennessee, dba Hudson Technologies Company, PO Box 1541, One Blue Hill Plaza, Pearl River, New York 10965 (hereinafter Hudson Technologies, Inc. and Hudson Technologies of Tennessee, dba Hudson Technologies Company are collectively referred to herein as "Hudson") and Brian F. Coleman, residing at 41 Mountainview Avenue, Pearl River, NY 10965 (the "Executive").

WHEREAS, Hudson and the Executive entered into an Agreement dated October 10, 2006, and desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph "1", entitled "TERMINATION", is hereby deleted in its entirety and a new Paragraph "1" inserted in its place which shall read as follows:

"1. **TERMINATION**: The following payments and benefits (hereinafter "Severance Benefits") will be provided to the Executive by Hudson in the event of a Termination of Employment (as hereinafter defined) of the Executive:

A. Executive will continue to receive his annual base salary, based upon his annual base salary in effect as of the date of his Termination of Employment (as hereinafter defined), for a period of eighteen (18) months (the "Severance Period"), in accordance with Hudson's normal payroll practice in effect as of the date of this Agreement. Hudson shall deduct from Executive's continuing payroll all normal tax withholdings and deductions which Hudson is required by law to make. The initial payment shall be made within the forty-five (45) period following the Executive's Termination of Employment and the Executive shall have no right to designate the taxable year of payment.

B. Within the forty-five (45) day period following the Executive's Termination of Employment, Hudson will pay to the Executive a lump sum payment in an amount equal to a pro rata bonus through the date of Termination of Employment (the "Pro-Rata Bonus"). For purposes of this paragraph "1.B", the Pro-Rata Bonus shall be an amount equal to the highest bonus earned by the Executive in any calendar year within the three (3) calendar years immediately preceding the date of Termination of Employment, pro rated for the period served during the year in which the Termination of Employment occurs. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make. The Executive shall have no right to designate the taxable year of payment.

Notwithstanding the foregoing, Hudson shall not be obligated to pay the Pro-Rata Bonus to the Executive if as of the date of Termination of Employment (i) Hudson is operating at a level of performance, on a year to date basis, below Hudson's net profit goals as established by Hudson's Budget (as hereinafter defined), or (ii) the Executive is acting at a level of performance, on a year to date basis, such that he has not achieved all of the performance criteria established by the Executive's Budget (as hereinafter defined). For purposes of this subparagraph "1.B", Hudson shall prepare a profit and loss statement showing Hudson's total year to date net profit as of the close of business the day prior to the date of Termination of Employment, and as compared to the net profit under Hudson's Budget (the "Interim P&L").

C. Within the forty-five (45) day period following the Executive's Termination of Employment, Hudson will pay to the Executive a lump sum payment for the Executive's unused vacation for the year in which the Termination of Employment occurs, equal to the number of prorata unused vacation days on the date of Termination of Employment, as determined in accordance with Hudson's standard vacation policy, multiplied by the Executive's daily base salary on the date of Termination of Employment. Hudson shall deduct from this payment all normal tax withholdings and deductions which Hudson is required by law to make. The Executive shall have no right to designate the taxable year of payment.

D. The Executive's participation in life, health and dental insurance, disability insurance, and any other benefits (the "Benefits") provided by Hudson to the Executive as of the date of the Termination of Employment shall be continued, or essentially equivalent benefits provided by Hudson, for the entire Severance Period or until otherwise terminated by the Executive, on the same terms, conditions and costs as if the Executive continued in the employ of Hudson. To the extent Benefits include health and dental insurance, such Benefits shall be provided as COBRA continuation coverage, and not in addition to COBRA. Notwithstanding the foregoing, to the extent Benefit coverages provided to the Executive under this Section are taxable to the Executive, Hudson's obligation hereunder shall not exceed the applicable dollar amount under Section 402(g)(1) (B) of the Internal Revenue Code of 1986, as amended determined as of the year in which the Executive's "Separation of Service" occurs which is exempt under Treasury Reg. Section 1.409A-1(b)(9)(v)(D) (Limited Payment).

E. All stock options, stock appreciation rights, and any similar rights which the Executive holds on the date of Termination of Employment shall become fully vested and be exercisable on the date of Termination of Employment, and shall remain



exercisable following the Termination of Employment until (i) expiration of the Severance Period, (ii) termination of Severance Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, stock appreciation right or similar right, whichever first occurs. No extension of an exercise period under this Agreement shall extend to a date that would cause such stock option, stock appreciation right or similar right to be subject to Code Section 409A.

F. For purposes of this agreement, the following definitions will apply:

(i) A "Termination of Employment" shall take place in the event that the Executive's employment is terminated (a) by Hudson without Cause (as hereinafter defined) or (b) by the Executive following an event constituting Good Reason (as hereinafter defined).

(ii) "Cause" shall exist if the act(s) or conduct of the Executive make it unreasonable to require Hudson to continue to retain Executive in its employment, such as, but not limited to, (a) the Executive's willful and continued refusal to perform, or the Executive's willful and continued neglect of, the substantive duties of his position, (b) any willful act or omission by the Executive constituting dishonesty, fraud or other malfeasance, (c) material nonconformance with Hudson's standard business practices and policies, including but not limited to violation of Hudson's Code of Business Conduct and Ethics or Hudson's Substance Abuse Policy, (d) any act or omission by the Executive which has a material adverse affect upon the financial condition or business reputation of Hudson, (e) the Executive's conviction of a felony, or any crime involving moral turpitude, dishonesty or theft, under the laws of the United States or any state thereof or any other jurisdiction in which Hudson conducts business, (f) breach of the provisions of paragraphs "4" or "5" of this agreement, (g) the resignation of Executive other than pursuant to the occurrence of an event constituting Good Reason (as hereinafter defined).

(iii) "Good Reason" shall mean (a) the Executive is assigned any duties or responsibilities, without his consent, that are materially inconsistent with his position, duties, responsibilities or status, (b) Hudson requires the Executive, without his consent, to be based at a location which is more than fifty (50) miles from Hudson's corporate headquarters, currently located at One Blue Hill Plaza, Pearl River, New York 10965, (c) except as provided in paragraph "1.I." below, the Executive's annual base salary is reduced, except to the extent that the annual base salaries of all Named Executives (as defined below) are reduced due to the adverse financial condition of Hudson and further providing that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein, (d) the Executive's benefits are reduced and such reduction results in a material reduction in the Executive's total compensation, except to the extent that such reductions are made by Hudson on a company-wide basis and affect all Named Executives that participate in such benefits, (e) except as provided in paragraph "1.I." below, the Executive experiences in any year a reduction in bonus compensation or other incentive compensation, or a reduction in the ratio of the Executive's incentive compensation, bonus or other such payments to his base compensation, or a reduction in the method of calculation of the Executive's incentive compensation, bonus or other such payments if these benefits or payments are calculated other than as a percentage of base salary, except to the extent such reduction applies equally or proportionally, as the case may be, to all Named Executives of Hudson. Good Reason shall not be deemed to exist unless the Executive's Termination of Employment for Good Reason occurs within ninety (90) days following the initial existence of one of the foregoing conditions, the Executive provides Hudson with written notice of the existence of such condition(s) within thirty (30) days after the initial existence of the condition(s), and Hudson fails to remedy the condition within thirty (30) days after its receipt of such notice. An isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Hudson within ten (10) days after Hudson's receipt of notice thereof given by the Executive shall not constitute Good Reason.

(iv) "Budget" shall mean (a) as to Hudson, the projected annual and monthly revenues, expenses and net profit goals approved and accepted by Hudson's board of directors for the applicable fiscal year, and for each month individually in that fiscal year, and (b) as to Executive, all performance criteria capable of being measured on a month to month basis, if any, that have been established for the Executive under any bonus or other incentive compensation plan covering the applicable fiscal year.

(v) "Named Executive(s)" shall mean Kevin Zugibe, Brian Coleman, James Buscemi, Charles Harkins, and Stephen Mandracchia.

G. Hudson's obligation to pay the compensation and to make the arrangements provided in this paragraph "1" shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment or other right which Hudson may have against the Executive or anyone else; provided, however, that as a condition to payment of amounts under this paragraph "1", within thirty (30) days of the Executive's Termination of Employment, the Executive shall have (i) executed and not revoked a general release and waiver, in form and substance reasonably satisfactory to Hudson, of all claims relating to the Executive's employment by Hudson and the termination of such employment, including, without limitation, discrimination claims (including without limitation age discrimination), employment-related tort claims, contract claims and claims under this Agreement (other than claims with respect to benefits under any tax-qualified retirement plans or continuation of coverage or benefits solely as required under ERISA), and (ii) executed an agreement expressly acknowledging and reaffirming the covenants and restrictions contained in paragraphs "4" and "5" below, and the remedies available to Hudson under paragraph "6" below.

H. All amounts payable by Hudson pursuant to this paragraph "1" shall be paid without notice or demand. The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made pursuant to this paragraph "1" and, except as provided in paragraph "6" below, the obtaining of any other employment shall not result in a reduction of Hudson's obligation to make the payments, benefits and arrangements required to be made under this paragraph

"1".

I. Executive expressly acknowledges that the following shall not constitute "Good Reason" for purposes of this paragraph "1":

(i) Establishing a new or different bonus or incentive compensation plan(s) in any subsequent year based upon new or different criteria for calculating the applicability of, and the amount of any bonus or incentive compensation award due to the Executive, provided that any new or different bonus or incentive compensation plan, and any award under said plan, applies equally or proportionally, as the case may be, to all Named Executives; except that Hudson may establish separate performance criteria and payment amounts for awards under such plan for each Named Executive that are reasonably achievable and reasonably related to such Executive's normal duties and responsibilities;

(ii) A reduction of the Executive's bonus compensation or other incentive compensation that (a) results from Hudson operating at a level of performance below Hudson's Budget, (b) results from the Executive's failure or inability to attain, in whole or in part, any or all of the performance criteria established for the Executive under the said plan, (c) results from application of the terms of such bonus or incentive compensation plan, or (d) is based upon the Executive's performance, or non-performance, of his normal duties and responsibilities during the period covered by the bonus or incentive compensation plan including, without limitation, due to the Executive's Disability (as defined herein);

(iii) A reduction of the Executive's annual base salary based upon the Executive's performance, or non-performance, of his normal duties and responsibilities, provided that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein;

(iv) A reduction in the Executive's annual base salary pursuant to the provisions of paragraph "3" below.

2. Paragraph "3", entitled "DISABILITY", is hereby deleted in its entirety and a new Paragraph "3" inserted in its place which shall read as follows:

### "3. SICK LEAVE

A. If with or without reasonable accommodation Executive is physically or mentally unable to perform his duties, or is otherwise absent for medical reasons, Hudson shall continue to pay base salary and provide benefits to the Executive ("Sick Leave"). However, if a continuous period of Sick Leave exceeds eight (8) consecutive weeks, Hudson's obligation with regard to base salary upon the expiration of the eight (8) consecutive weeks shall be limited to paying 75% of base salary. If the Executive returns to full service, his full base salary shall be reinstated to the pre-adjustment amount. As a condition to the receipt of the foregoing base salary and benefits, the Executive agrees that he shall provide Hudson such information as Hudson may reasonably request from time to time to permit Hudson to make a determination that the Executive is entitled to sick pay under this provision. Hudson shall reduce the amount paid to the Executive during such Sick Leave by an amount equal to any disability payments or benefits actually received by Executive under or pursuant to any disability program or supplemental disability insurance plan(s) provided by Hudson at Hudson's expense unless such reduction results in a violation of Code Section 409A.

B. Notwithstanding the foregoing, Hudson may terminate the employment of Executive at any time after Executive's continuous period of Sick Leave exceeds 120 calendar days. Termination of the Executive after the said 120 calendar period shall not be deemed a Termination for Cause (as defined in paragraph "1" above") and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary, and for purposes of such payments and benefits, the Severance Period shall be deemed to commence as of the date of the Termination of Employment resulting under this paragraph "3.B."

C. Notwithstanding anything to the contrary contained herein, in the event that during the period the Executive is on Sick Leave, and prior to any Termination of Employment pursuant to paragraph "3.B.", there is deemed a "Separation from Service" (as that term is defined in Section 409A of the Internal Revenue Code for purposes of a permissible event), Hudson and the Executive agree that such Separation of Service shall be treated as a Termination of Employment. Such Termination shall not be deemed a Termination for Cause (as defined in paragraph "1" above") and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary, provided that, for purposes of such payments and benefits, the Severance Period shall commence as of the date of the Separation from Service as described in this paragraph "3.C", and shall be based upon Executive's full base salary.

D. Notwithstanding anything to the contrary contained herein, in the event that during the period the Executive is on Sick Leave, and prior to any Termination of Employment pursuant to paragraph "3.B." or any Separation from Service pursuant to paragraph "3.C.", the Executive becomes "Disabled," (as defined in Code Section 409A for purposes of a permissible payment event) Hudson and the Executive agree that the Executive's Disability shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary. For purposes of such payments and benefits, the Severance Period shall commence as of the date of the Disability as described in this paragraph "3.D".

3. Paragraph "7", entitled "NOTICES" is hereby amended to provide that all notices shall be sent to Hudson at its principal office located at PO Box 1541, One Blue Hill Plaza, 14<sup>th</sup> Floor, Pearl River, New York 10965, and except as so amended, all other provisions of Paragraph "7" shall remain in full force and effect.

4. A new Paragraph "13", entitled "COMPLIANCE WITH CODE SECTION 409A", is hereby added to the Agreement to read as follows:

"13. COMPLIANCE WITH CODE SECTION 409A:

A. It is the intention of Hudson and the Executive that the payments, benefits and rights to which the Executive could be entitled pursuant to this Agreement comply with Code Section 409A of the Internal Revenue Code of 1986, as amended ("Code"), the Treasury regulations and other guidance promulgated or issued thereunder ("Section 409A"), to the extent that the requirements of Section 409A are applicable thereto, and after application of all available exemptions, including but not limited to, the "short-term deferral rule" and "involuntary separation pay plan exception" and the provisions of this Agreement shall be construed in a manner consistent with that intention. If any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Code Section 409A, Hudson shall, upon the specific request of the Executive, use its reasonable business efforts to in good faith reform such provision to comply with Code Section 409A; provided, that to the maximum extent practicable, the original intent and economic benefit to the Executive and Hudson of the applicable provision shall be maintained, but Hudson shall have no obligation to make any changes that could create any additional economic cost or loss of benefit to Hudson. Hudson shall not have any liability to the Executive with respect to tax obligations that result from the application of Code Section 409A and makes no representation with respect to the tax treatment of the payments and/or benefits provided under this Agreement. Any provision required for compliance with Section 409A that is omitted from this Agreement shall be incorporated herein by reference and shall apply retroactively, if necessary, and be deemed a part of this Agreement to the same extent as though expressly set forth herein.

B. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expense eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

C. For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which the Executive is entitled under this Agreement shall be treated as a separate payment within the meaning of Section 409A. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

D. Neither Hudson nor the Executive, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

E. If and to the extent required to comply with Section 409A, a Termination of Employment, as defined above, shall not be deemed to have occurred for purposes of this Agreement providing for the payment of any amounts or benefits upon or following a Termination of Employment unless such termination is also a "Separation from Service" within the meaning of Section 409A (excluding death) and, for purposes of any provision of this Agreement, references to Termination of Employment, "termination," "termination of employment" or like terms shall mean "Separation from Service" (excluding death).

F. If the Executive is deemed on the date of termination of his employment to be a "specified employee," within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by Hudson from time to time, or if none, the default methodology, then with regard to any payment or the providing of any benefit subject to this Section, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), and any other payment or the provision of any other benefit that is required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment or benefit shall not be made or provided prior to the earlier of (i) the expiration of the six-month period measured from the date of the Executive's Separation from Service or (ii) the date of the Executive's death. In this regard, it is the intention and understanding of Hudson and the Executive that payments made following a Termination of Employment under Paragraph "1" shall be exempt under the "short-term deferral rule" and "involuntary separation pay plan exception", and other applicable exceptions, from the requirements of Code Section 409A(a)(2)(B), and are not required and shall not be delayed. Absent such exception, on the first day of the seventh month following the date of Executive's Separation from Service or, if earlier, on the date of his death, all payments delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. The determination of whether the Executive is a "specified employee" shall be made by Hudson in good faith applying Section 409A.

(CONTINUED ON NEXT PAGE)

5. Except as amended herein, all other provisions set forth and contained in the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this agreement as of the date written above.

Hudson Technologies, Inc. Hudson Technologies of Tennessee dba

Hudson Technologies Company

By: /s/ Stephen P. Mandracchia, VP By: /s/ Stephen P. Mandracchia, VP

/s/ Brian F. Coleman

Brian F. Coleman

## AGREEMENT

THIS AGREEMENT is made as of the 10th day of October, 2006 by and between Hudson Technologies, Inc., 275 North Middletown Road, Pearl River, New York 10965, Hudson Technologies of Tennessee, dba Hudson Technologies Company, 275 North Middletown Road, Pearl River, New York 10965 (hereinafter Hudson Technologies, Inc. and Hudson Technologies of Tennessee, dba Hudson Technologies Company are collectively referred to herein as "Hudson") and James R. Buscemi, residing at 74 Susan Drive, Closter, NJ 07624, ("Executive").

WHEREAS, the Executive is an executive officer of Hudson and currently holds the title of Chief Financial Officer of Hudson; and

WHEREAS, Hudson Technologies of Tennessee, dba Hudson Technologies Company is a separate, wholly owned subsidiary of Hudson Technologies, Inc. and is made a party to this agreement for the purpose of implementing the terms of this agreement; and

WHEREAS, Hudson and the Executive acknowledge that, because the Executive's duties and responsibilities will bring the Executive into contact with Hudson's confidential information, Hudson must ensure that its valuable confidential information, as well as its customer relationships, are protected and can be entrusted to the Executive; and

WHEREAS, Hudson and the Executive acknowledge that the Executive's talents, knowledge and services to Hudson are of a special, unique, and extraordinary character and are of particular and peculiar benefit and importance to Hudson; and

WHEREAS, Hudson desires to ensure that it will receive the continued dedication, loyalty and service of, and the availability of objective advice and counsel from, the Executive, as well as assurances that the Executive will continue to devote his best efforts to his employment with Hudson and that he will not solicit other executives or employees of Hudson or the Company.

NOW, THEREFORE, in consideration of the continuation of the employment by Hudson of the Executive, the payments, rights and benefits granted, and the mutual covenants and conditions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed:

1. **TERMINATION:** The following payments and benefits (hereinafter "Severance Benefits") will be provided to the Executive by Hudson in the event of a Termination of Employment (as hereinafter defined) of the Executive:

A. Executive will continue to receive his annual base salary, based upon his annual base salary as of the date of his Termination of Employment (as hereinafter defined), for a period of eighteen (18) months (the "Severance Period"), with payroll to be made every two weeks, or at such other frequency based upon Hudson's normal payroll practice. Hudson shall deduct from Executive's continuing payroll all normal tax withholdings and deductions which Hudson is required by law to make.

B. On or before the Executive's last day of employment with Hudson, Hudson will pay to the Executive a lump sum payment in an amount equal to a pro rata bonus through the date of Termination of Employment (the "Pro-Rata Bonus"). For purposes of this paragraph "1.B.", the Pro-Rata Bonus shall be an amount equal to the highest bonus earned by the Executive in any calendar year within the three (3) calendar years immediately preceding the date of Termination of Employment, pro rated for the period served during the year in which the Termination of Employment occurs. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make.

Notwithstanding the foregoing, Hudson shall not be obligated to pay the Pro-Rata Bonus to the Executive if as of the date of Termination of Employment (i) Hudson is operating at a level of performance, on a year to date basis, below Hudson's net profit goals as established by Hudson's Budget (as hereinafter defined), or (ii) the Executive is acting at a level of performance, on a year to date basis, such that he has not achieved all of the performance criteria established by the Executive's Budget (as hereinafter defined). For purposes of this subparagraph "B", Hudson shall prepare a profit and loss statement showing Hudson's total year to date net profit as of the close of business the day prior to the date of Termination of Employment, and as compared to the net profit under Hudson's Budget (the "Interim P&L").

C. On or before the Executive's last day of employment with Hudson, Hudson will pay to the Executive a lump sum payment for the Executive's unused vacation for the year in which the Termination of Employment occurs, equal to the number of prorata unused vacation days on the date of Termination of Employment, as determined in accordance with Hudson's standard vacation policy, multiplied by the Executive's daily base salary on the date of Termination of Employment. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make.

D. The Executive's participation in life, health and dental insurance, disability insurance, and any other benefits (the "Benefits") provided by Hudson to the Executive as of the date of the Termination of Employment shall be continued, or essentially equivalent benefits provided by Hudson, for the entire Severance Period or until otherwise terminated by the Executive, on the same terms, conditions and costs as if the Executive continued in the employ of Hudson. If for any reason Hudson is unable to continue any or all of the Benefits as required herein, Hudson shall pay to the Executive a lump sum cash payment equal to the value of the Benefits that cannot be provided.

E. All stock options, stock appreciation rights, and any similar rights which the Executive holds on the date of Termination of Employment

shall become fully vested and be exercisable on the date of Termination of Employment, and shall remain exercisable following the Termination of Employment until (i) expiration of the Severance Period, (ii) termination of Severance Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, stock appreciation right or similar right, whichever first occurs.

F. In the event the Executive is terminated pursuant to paragraph "3.B." below, within ten (10) days after such termination, Hudson will pay to the Executive a lump sum payment in an amount equal to the amount that Executive's base salary was reduced during the period of the Executive's Disability (as defined below) pursuant to the provisions of paragraph "3" below.

G. For purposes of this agreement, the following definitions will apply:

(i) A "Termination of Employment" shall take place in the event that the Executive's employment is terminated (a) by Hudson without Cause (as hereinafter defined) or (b) by the Executive within thirty (30) days of the occurrence of an event constituting Good Reason (as hereinafter defined).

(ii) "Cause" shall exist if the act(s) or conduct of the Executive make it unreasonable to require Hudson to continue to retain Executive in its employment, such as, but not limited to, (a) the Executive's willful and continued refusal to perform, or the Executive's willful and continued neglect of, the substantive duties of his position, (b) any willful act or omission by the Executive constituting dishonesty, fraud or other malfeasance, (c) material nonconformance with Hudson's standard business practices and policies, including but not limited to violation of Hudson's Code of Business Conduct and Ethics or Hudson's Substance Abuse Policy, (d) any act or omission by the Executive which has a material adverse affect upon the financial condition or business reputation of Hudson, (e) the Executive's conviction of a felony, or any crime involving moral turpitude, dishonesty or theft, under the laws of the United States or any state thereof or any other jurisdiction in which Hudson conducts business, (f) breach of the provisions of paragraphs "4" or "5" of this agreement, (g) the resignation of Executive other than pursuant to the occurrence of an event constituting Good Reason (as hereinafter defined).

(iii) "Good Reason" shall mean (a) the Executive is assigned any duties or responsibilities, without his consent, that are materially inconsistent with his position, duties, responsibilities or status, (b) Hudson requires the Executive, without his consent, to be based at a location which is more than fifty (50) miles from Hudson's corporate headquarters, currently located at 275 North Middletown Road, Pearl River, New York 10965, (c) except as provided in paragraph "1.J." below, the Executive's annual base salary is reduced, except to the extent that the annual base salaries of all Named Executives (as defined below) are reduced due to the adverse financial condition of Hudson and further providing that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein, (d) the Executive's benefits are reduced, except to the extent that such reductions are made by Hudson on a company-wide basis and affect all Named Executives that participate in such benefits, (e) except as provided in paragraph "1.J." below, the Executive experiences in any year a reduction in bonus compensation or other incentive compensation, or a reduction in the ratio of the Executive's incentive compensation, bonus or other such payments to his base compensation, or a reduction in the method of calculation of the Executive's incentive compensation, bonus or other such payments if these benefits or payments are calculated other than as a percentage of base salary, except to the extent such reduction applies equally or proportionally, as the case may be, to all Named Executives of Hudson. An isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Hudson within ten (10) days after Hudson's receipt of notice thereof given by the Executive shall not constitute Good Reason.

(iv) "Budget" shall mean (a) as to Hudson, the projected annual and monthly revenues, expenses and net profit goals approved and accepted by Hudson's board of directors for the applicable fiscal year, and for each month individually in that fiscal year, and (b) as to Executive, all performance criteria capable of being measured on a month to month basis, if any, that have been established for the Executive under any bonus or other incentive compensation plan covering the applicable fiscal year.

(v) "Named Executive(s)" shall mean Kevin Zugibe, Brian Coleman, James Buscemi, Charles Harkins, and Stephen Mandracchia.

H. Hudson's obligation to pay the compensation and to make the arrangements provided in this paragraph "1" shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment or other right which Hudson may have against the Executive or anyone else, provided, however, that as a condition to payment of amounts under this paragraph "1", the Executive shall execute (i) a general release and waiver, in form and substance reasonably satisfactory to Hudson, of all claims relating to the Executive's employment by Hudson and the termination of such employment, including, without limitation, discrimination claims, employment-related tort claims, contract claims and claims under this Agreement (other than claims with respect to benefits under any tax-qualified retirement plans or continuation of coverage or benefits solely as required under ERISA), and (ii) an agreement expressly acknowledging and reaffirming the covenants and restrictions contained in paragraphs "4" and "5" below, and the remedies available to Hudson under paragraph "6" below.

I. All amounts payable by Hudson pursuant to this paragraph "1" shall be paid without notice or demand. The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made pursuant to this paragraph "1" and, except as provided in paragraph "6" below, the obtaining of any other employment shall not result in a reduction of Hudson's obligation to make the payments, benefits and arrangements required to be made under this paragraph "1".

J. Executive expressly acknowledges that the following shall not constitute "Good Reason" for purposes of this paragraph "1":

(i) Establishing a new or different bonus or incentive compensation plan(s) in any subsequent year based upon new or different

criteria for calculating the applicability of, and the amount of any bonus or incentive compensation award due to the Executive, provided that any new or different bonus or incentive compensation plan, and any award under said plan, applies equally or proportionally, as the case may be, to all Named Executives; except that Hudson may establish separate performance criteria and payment amounts for awards under such plan for each Named Executive that are reasonably achievable and reasonably related to such Executive's normal duties and responsibilities;

(ii) A reduction of the Executive's bonus compensation or other incentive compensation that (a) results from Hudson operating at a level of performance below Hudson's Budget, (b) results from the Executive's failure or inability to attain, in whole or in part, any or all of the performance criteria established for the Executive under the said plan, (c) results from application of the terms of such bonus or incentive compensation plan, or (d) is based upon the Executive's performance, or non-performance, of his normal duties and responsibilities during the period covered by the bonus or incentive compensation plan including, without limitation, due to the Executive's Disability (as defined herein);

(iii) A reduction of the Executive's annual base salary based upon the Executive's performance, or non-performance, of his normal duties and responsibilities, provided that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein;

(iv) A reduction in the Executive's annual base salary pursuant to the provisions of paragraph "3" below.

2. **TERMINATION FOR CAUSE:** Hudson may at any time terminate the employment of the Executive for Cause (as defined in paragraph "1" above) upon five (5) days prior written notice to Executive. If Executive is terminated for cause, he shall be entitled to no Severance Benefits and shall be entitled to no bonus payment that might otherwise be owed to him even if he worked for the entire year. In the event of termination under this section, Hudson shall pay Executive all amounts which are then accrued but unpaid, including unpaid vacation as determined in accordance with Hudson's standard vacation policy, within thirty (30) days after the date of notice. Hudson shall have no further or additional liability to Executive.

3. **DISABILITY:** A. If Executive is unable to perform his services by reason of illness, injury or incapacity (hereinafter "Disabled" or "Disability"), he will continue to receive his base salary and all benefits for a period of eight (8) weeks after the commencement of the Disability. If Executive is unable to perform his services by reason of his Disability for a period of more than eight (8) consecutive weeks, the Executive's annual base salary during the continued period of Disability shall be reduced by twenty-five (25%) percent. Executive's full compensation shall be reinstated upon his return to employment and the discharge of his full duties. Hudson shall have the right to reduce the amount paid to the Executive pursuant to this paragraph "3" by an amount equal to any disability payments or benefits actually received by Executive under or pursuant to any disability program or supplemental disability insurance plan(s) provided by Hudson at Hudson's expense.

B. Notwithstanding the foregoing, Hudson may terminate the employment of Executive at any time after Executive has been Disabled for a continuous period of more than 120 calendar days. Termination of the Executive after the said 120 calendar period shall not be deemed a Termination for Cause (as defined in paragraph "1" above) and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment, except that, for purposes of such payments and benefits, the Severance Period shall be deemed to commence the date of the commencement of the Executive's Disability.

4. **CONFIDENTIALITY:** A. Executive expressly acknowledges and agrees as follows:

(i) Hudson expends a significant amount of funds annually on researching and developing solutions and proprietary techniques related to the products and services it offers or is seeking to offer, and has developed substantial confidential, proprietary, and trade secret information, and this confidential, proprietary, and trade secret information, if misused, disclosed, misappropriated or used by others, would be very injurious and result in irreparable harm to Hudson.

(ii) Hudson's Confidential Information (as hereinafter defined) constitute valuable commercial assets of Hudson and are not readily available to the general public or by any persons not employed by or otherwise associated in a position of trust with Hudson. Hudson keeps its Confidential Information confidential (other than to the extent filings are required for patents) by means of restrictions upon those to whom the information will become known prohibiting use or disclosure.

(iii) Executive's position with Hudson will provide the Executive with access to or knowledge of Hudson's Confidential Information.

(iv) Hudson's Confidential Information has or will become known to Executive only as a result of his employment with Hudson. To the extent that Executive was previously engaged, on his own or with others, in a business that provided the same or similar services as those provided by Hudson, Executive further acknowledges that such prior business knowledge and experience, and any familiarity with entities that are actual or potential customers for the business, shall not permit or allow Executive to contend that Hudson's Confidential Information is not confidential or should not be protected from use or misappropriation.

B. In light of the foregoing, Executive understands, acknowledges, and agrees to the following terms and conditions regarding Confidential

## Information.

(i) All Confidential Information is the property of Hudson, and Executive shall not, without the express written consent of Hudson, directly or indirectly use, disseminate, disclose, or in any way reveal, either during Executive's employment or at any time thereafter, all or any part of the Confidential Information, other than to use such Confidential Information for the purposes authorized by Hudson and only for the benefit of Hudson.

(ii) Hudson shall be the sole owner of, and Executive hereby assigns to Hudson, any and all property rights to all Intellectual Property (as hereinafter defined) made, conceived, originated, devised, discovered, invented, or developed before, during, or after the term of Executive's employment with Hudson, whether or not Executive was involved either alone or with others, if it was in whole or in part developed during the course of Executive's employment or by Executive's use of any property of Hudson. This ownership provision does not apply to creations of the Executive which are made in the Executive's own time, without the use of any Hudson resources, and which do not relate in any way to Hudson's business. Executive agrees to cooperate fully and assist Hudson or its designee in the performance of any lawful acts that Hudson at its discretion deems necessary, and to execute and deliver without charge any documents reasonably required by Hudson to secure any patent, copyright, trademark and other protection for Intellectual Property and improvements thereon, and to assign to and vest in Hudson the entire interest therein in the United States and all foreign countries.

(iii) Upon request by Hudson at any time, and upon termination from employment with Hudson, whichever is sooner, Executive shall immediately deliver to Hudson any and all information and property of Hudson in whatever form it exists, including but not limited to all Confidential Information, and all copies thereof or materials containing or derived from Confidential Information.

C. As used in this agreement: "Confidential Information" means all information not publicly-available (but including information that is publicly available as a result of a breach by Executive of paragraphs "4" and "5") and not generally known or used by Hudson's competitors or in the industry, and which could be harmful to Hudson if disclosed to persons outside of Hudson and which includes, but is not limited to:

(i) Intellectual Property (as hereinafter defined);

(ii) Technical information, such as, but not limited to: Hudson's plant organization and designs; product formulation, manufacturing, performance and processing data; and research and development results and plans;

(iii) Product information, such as, but not limited to: non-public details of Hudson's products and services, including (but not limited to) its existing refrigerant, decontamination, reclamation and recovery products and services, as well as those being developed; specialized equipment and training; product plans, drawings and specifications; and performance capabilities, strengths and weaknesses;

(iv) Strategic information, such as, but not limited to: Hudson's material costs; supplier and vendor information; overhead costs; pricing; profit margins; banking and financing information; and market penetration initiatives and strategies;

(v) Organizational information, such as, but not limited to: Hudson's personnel and salary data; information concerning the utilization of facilities; merger, acquisition and expansion information; and equipment utilization information; Hudson manuals, policies and procedures;

(vi) Marketing and sales information, such as, but not limited to: Hudson's licensing, marketing and sales techniques and data; customer lists; customer data, such as, but not limited to, their personnel, project, financial and account status, individual needs, historical purchases, contact information; product development and delivery schedules; market research and forecasts; and marketing and advertising plans, techniques and budgets; and

(vii) Advertising information, such as, but not limited to: Hudson's overall marketing policies; the specific advertising programs and strategies utilized by Hudson; and the success or lack of success of those programs and strategies.

D. As used in this agreement, "Intellectual Property" means all information concerning the evaluation, design, engineering, construction, marketing, and sales of the products and services provided by Hudson and which includes, but is not limited to: any and all patents, patents pendings, trademarks, copyrights, and any and all applications for same issued to and/or applied for by Hudson; any and technological (including software), educational, operational, and financial innovations, discoveries, inventions, designs, and formulae; tests; performance data; processes or production methods; improvements to all such property; and all recorded material defining, describing, illustrating, or documenting in any fashion, all such property, whether written or not and whether stored in plain, code or other form; without regard to whether such property is patentable, copyrightable, or subject to trade/service mark protection, and if patentable, copyrightable, or subject to trade/service mark protection, without regard to whether a patent, copyright, or trademark or service mark has been sought or obtained.

## 5. NON-COMPETITION / NON-SOLICITATION:

A. Executive expressly acknowledges and agrees as follows: Hudson compensates its Executives, among other things, to develop and to pursue, on Hudson's behalf, good relationships and goodwill with all customers and potential customers, whether developed by Executive or others within the Hudson organization; Hudson's Confidential Information, if used in competition with Hudson, or disclosed to a competitor of Hudson, would be very injurious to Hudson, resulting in irreparable harm to Hudson; by virtue of his position with Hudson, Executive will be exposed to, acquire and develop knowledge of Confidential Information that Hudson uses throughout the country and elsewhere in the



world, not just in the area of Executive's employment, in particular Confidential Information related to Hudson's customers, operations, and its suppliers; Executive is able to be gainfully employed by other employers, within a reasonable distance of Executive's place of employment with Hudson, in a variety of other industries and businesses that are engaged in businesses that do not involve and are not competitive with any part of Hudson's business.

B. In light of the foregoing, Executive agrees that, while Executive is employed by Hudson, and continuing until the expiration of the Covenant Period (as hereinafter defined):

(i) Executive shall not compete with Hudson, directly or indirectly, whether for Executive's own behalf or on behalf of or in conjunction with any other person, persons, company, partnership, corporation or business entity, whether for profit or not-for-profit, by (a) being employed by, participating in, or otherwise being materially connected in the conduct of any business activity that involves providing services that are like or similar to, or competitive with, any one or more of the products or services provided by Hudson, within the Restricted Territory (as hereinafter defined), or (b) calling upon, contacting, diverting, soliciting, or doing business for or with any "Client" of Hudson (as defined below) for the purpose of offering or providing any business or service that involves services that are competitive with or would replace or be a substitute for any one or more of the products and services provided by Hudson.

(ii) Executive shall not directly or indirectly, without the prior written consent of Hudson, (a) induce, solicit, entice, or encourage any officer, director, employee or other individual to leave his or her employment with Hudson, (b) induce, solicit, entice, or encourage any officer, director, employee or other individual to compete in any way with Hudson, or to violate the terms of any employment, non-competition, confidentiality or similar agreement with Hudson; or (c) employ, offer to employ, contract with, offer to contract with, or do business with any officer, director, employee or other individual who is employed by Hudson.

C. For purposes of this paragraph "5", the Covenant period shall be eighteen (18) months after the Executive's last day of the employment with Hudson, regardless of the reason underlying the termination of Executive's employment.

D. Executive acknowledges that many of Hudson's services are remedial in nature and, as such, its customers may utilize Hudson's services on an infrequent basis over an extended period of time, or following a protracted sales cycle. Executive also acknowledges that because of his position, he will likely have knowledge of all customers of Hudson through access to the Confidential Information, whether or not located within the Restricted Territory (as hereinafter defined). Accordingly, for purposes of this paragraph "5", the term "Client" shall mean any (a) potential customer of Hudson upon whom Executive called, or with whom Executive had contact, during the last eighteen (18) months of Executive's employment, (b) any potential customer as to whom Executive assisted in making an offer to provide services or as to whom Executive was involved in regard to planning, marketing, conducting, or overseeing the offer of Business Services to the potential customer, (c) any potential customer whose identity Executive learned during the last eighteen (18) months of Executive's employment with Hudson, or learned from Confidential Information at any time, or (d) any customer for whom Hudson has provided services or products to at any time during the thirty six (36) months preceding the last day of the Executive's employment with Hudson and whose identity as a Hudson customer Executive learned from Confidential Information at any time.

E. The Executive acknowledges that the nature of Hudson's business is such that it provides its services to customers over a large geographic area, and that Hudson services customers within a geographical radius in excess of three hundred (300) miles from each of Hudson's locations. Accordingly, the "Restricted Territory" is defined as a three (300) mile radius of each of the Hudson's places of business located in the following cities: Pearl River, New York; Champaign, Illinois; Charlotte, North Carolina; Baton Rouge, Louisiana; Seattle, Washington; Dallas, Texas; Phoenix, Arizona.

F. In order to assure Hudson of the full eighteen (18) months of the covenant period within which to protect its goodwill and to prevent Executive from unfairly benefiting by violations of this paragraph "5", the provisions and requirements of this paragraph "5" shall be extended for a period of time beyond the Covenant Period equal in length to the total length of time during which Executive is in violation of any one or more provisions of this Section.

G. In the event it is determined by a Court or other authority of competent jurisdiction that any provision, or portion of a provision, of this paragraph "5" is not enforceable under the law governing this Agreement, the unenforceable provision or portion thereof may be stricken, and the remainder of the provision and of this paragraph "5" shall be valid and fully enforceable, in all respects. Further, if any provision of this Agreement is found to be overbroad or unenforceable, the court or other authority with competent jurisdiction is expressly authorized to conform the provision to the extent necessary to remedy any deficiency and render it valid and enforceable. No portion of this Agreement may be amended except in a form of writing signed by both parties or their representatives.

H. In addition to his continued employment and the provisions of paragraphs "1", "2" and "3" above, Hudson has made a lump sum cash payment to Executive in the amount of three thousand (\$3,000.00) dollars, and has delivered to Executive 6,500 stock options issued under the Company's 1997 Stock Option Plan, which options shall become exercisable and vest immediately upon issuance and shall remain exercisable following the Termination of Employment until (i) one year after the expiration of the Severance Period, (ii) one year after termination of Severance Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, whichever first occurs. Executive hereby acknowledges receipt of that lump sum payment and of the stock options, and specifically acknowledges and agrees that the payment and the options constitute good, valuable and sufficient consideration for the covenants and restrictions contained in this paragraph "5".

## 6. REMEDIES:

A. In the event that Executive breaches any term or provision of paragraphs "4" or "5" of this Agreement, Hudson shall be immediately, permanently and irreparably damaged and shall be entitled, in addition to, and without limiting Hudson's right to, any and all other legal and equitable remedies and damages, (i) to a temporary restraining order ex parte, to a preliminary injunction, and to a permanent injunction, to

restrain Executive's actions or the actions of others acting on Executive's behalf, (ii) to terminate all future Severance Benefits through the remainder of the Severance Period, and (iii) to recover from the Executive all Severance Benefits actually paid to the Executive, including any costs or expenses actually incurred by Hudson in providing such Severance Benefits. Executive agrees that Executive will not be damaged by enforcement of this covenant as Executive can obtain many other types of gainful employment without violating the provisions of paragraphs "4" or "5", so that no bond shall be required, and if the Court requires a bond to be posted, it shall not exceed \$500.00.

B. All of Executive's covenants and obligations under paragraphs "4" and "5" of this Agreement shall survive, and shall remain enforceable, for so long as Executive is employed and after termination of employment for any reason, and shall survive despite future promotions, raises, changes in position or compensation, demotions, and the execution of new agreements with Hudson, and shall inure to the benefit of Hudson's successors and assigns, unless Hudson executes in writing an agreement expressly terminating the covenants of paragraphs "4" and "5".

C. Hudson and Executive shall each bear and be responsible for their own attorneys' fees, expenses and disbursements incurred in any litigation brought by either party to enforce or interpret any provision contained in paragraphs "4" or "5" of this Agreement.

7. **NOTICES:** All notices required or permitted to be given under this agreement shall be sufficient if in writing and if sent by certified mail, return receipt requested, to the Executive at his residence, and to Hudson at its principal office located at 275 North Middletown Road, Pearl River, New York 10965, attention Chief Executive Officer, or at such other address as any party specifies by giving proper notice.

8. **SUCCESSORS:** This agreement shall be binding upon and shall inure to the benefit of the Executive and his estate. Neither this Agreement nor any rights hereunder shall be assignable by the Employee.

This Agreement shall be freely assignable by Hudson to, and shall inure to the benefit of, and be binding upon, any successor corporation or affiliate of a successor corporation, and all references in this agreement to Hudson shall include its subsidiaries and affiliates and any successors, affiliates of successors or assigns of Hudson. As used herein, the term "successor" shall mean any person, firm, corporation or business entity or affiliate thereof which at any time, whether by merger, purchase or otherwise, directly or indirectly acquires all or substantially all of the assets or the business of Hudson, including any entity that shall be the surviving corporation in a merger with Hudson.

9. **EMPLOYMENT AT WILL; CONSEQUENCES OF TERMINATION:** Nothing herein shall be deemed to create an agreement for employment of Executive for any specified term or period of time. Hudson expressly agrees that at any time the Executive may resign or otherwise terminate his or her employment with Hudson, for any reason or for no reason, subject to the provisions contained herein. Likewise, the Executive expressly agrees that at any time Hudson may terminate the employment of the Executive for any reason or for no reason, subject to the provisions contained herein.

10. **INDEMNIFICATION:** In the event that any litigation shall be brought to enforce or interpret any provision contained in paragraphs "1", "2" or "3" of this Agreement, then, provided that the Executive prevails to any extent, Hudson shall reimburse or indemnify the Executive for the Executive's reasonable attorneys' fees, expenses and disbursements incurred in such litigation, including the costs of enforcement.

11. **CONTROLLING LAW:** This Agreement and all other issues regarding the employment of the Employee shall be governed by the laws of the State of New York, without reference to its conflicts of law principles.

12. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding of the parties regarding the employment of the Executive, and all prior or contemporaneous agreements, representations, or understanding are expressly superseded by, and do not survive this Agreement. Executive has not relied upon any inducement, promise, representation, or assurance, other than those expressly set out herein. Except as expressly permitted herein, this Agreement may not be modified or amended except in writing signed by all parties hereto.

IN WITNESS THEREOF, the parties have executed this agreement as of the date written above.

Hudson Technologies, Inc. Hudson Technologies of Tennessee dba

Hudson Technologies Company

By: /s/ Brian F. Coleman By: /s/ Brian F. Coleman

James R. Buscemi

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment"), is made this 29<sup>th</sup> day of December, 2008, by and between Hudson Technologies, Inc., PO Box 1541, One Blue Hill Plaza, Pearl River, New York 10965, Hudson Technologies of Tennessee, dba Hudson Technologies Company, PO Box 1541, One Blue Hill Plaza, Pearl River, New York 10965 (hereinafter Hudson Technologies, Inc. and Hudson Technologies of Tennessee, dba Hudson Technologies Company are collectively referred to herein as "Hudson") and James R. Buscemi, residing at 74 Susan Drive, Closter, NJ 07624 (the "Executive").

WHEREAS, Hudson and the Executive entered into an Agreement dated October 10, 2006, and desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph "1", entitled "TERMINATION", is hereby deleted in its entirety and a new Paragraph "1" inserted in its place which shall read as follows:

"1. TERMINATION: The following payments and benefits (hereinafter "Severance Benefits") will be provided to the Executive by Hudson in the event of a Termination of Employment (as hereinafter defined) of the Executive:

A. Executive will continue to receive his annual base salary, based upon his annual base salary in effect as of the date of his Termination of Employment (as hereinafter defined), for a period of eighteen (18) months (the "Severance Period"), in accordance with Hudson's normal payroll practice in effect as of the date of this Agreement. Hudson shall deduct from Executive's continuing payroll all normal tax withholdings and deductions which Hudson is required by law to make. The initial payment shall be made within the forty-five (45) day period following the Executive's Termination of Employment and the Executive shall have no right to designate the taxable year of payment.

B. Within the forty-five (45) day period following the Executive's Termination of Employment, Hudson will pay to the Executive a lump sum payment in an amount equal to a pro rata bonus through the date of Termination of Employment (the "Pro-Rata Bonus"). For purposes of this paragraph "1.B", the Pro-Rata Bonus shall be an amount equal to the highest bonus earned by the Executive in any calendar year within the three (3) calendar years immediately preceding the date of Termination of Employment, pro rated for the period served during the year in which the Termination of Employment occurs. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make. The Executive shall have no right to designate the taxable year of payment.

Notwithstanding the foregoing, Hudson shall not be obligated to pay the Pro-Rata Bonus to the Executive if as of the date of Termination of Employment (i) Hudson is operating at a level of performance, on a year to date basis, below Hudson's net profit goals as established by Hudson's Budget (as hereinafter defined), or (ii) the Executive is acting at a level of performance, on a year to date basis, such that he has not achieved all of the performance criteria established by the Executive's Budget (as hereinafter defined). For purposes of this subparagraph "1.B", Hudson shall prepare a profit and loss statement showing Hudson's total year to date net profit as of the close of business the day prior to the date of Termination of Employment, and as compared to the net profit under Hudson's Budget (the "Interim P&L").

C. Within the forty-five (45) day period following the Executive's Termination of Employment, Hudson will pay to the Executive a lump sum payment for the Executive's unused vacation for the year in which the Termination of Employment occurs, equal to the number of prorata unused vacation days on the date of Termination of Employment, as determined in accordance with Hudson's standard vacation policy, multiplied by the Executive's daily base salary on the date of Termination of Employment. Hudson shall deduct from this payment all normal tax withholdings and deductions which Hudson is required by law to make. The Executive shall have no right to designate the taxable year of payment.

D. The Executive's participation in life, health and dental insurance, disability insurance, and any other benefits (the "Benefits") provided by Hudson to the Executive as of the date of the Termination of Employment shall be continued, or essentially equivalent benefits provided by Hudson, for the entire Severance Period or until otherwise terminated by the Executive, on the same terms, conditions and costs as if the Executive continued in the employ of Hudson. To the extent Benefits include health and dental insurance, such Benefits shall be provided as COBRA continuation coverage, and not in addition to COBRA. Notwithstanding the foregoing, to the extent Benefit coverages provided to the Executive under this Section are taxable to the Executive, Hudson's obligation hereunder shall not exceed the applicable dollar amount under Section 402(g)(1) (B) of the Internal Revenue Code of 1986, as amended determined as of the year in which the Executive's "Separation of Service" occurs which is exempt under Treasury Reg. Section 1.409A-1(b)(9)(v)(D) (Limited Payment).

E. All stock options, stock appreciation rights, and any similar rights which the Executive holds on the date of Termination of Employment shall become fully vested and be exercisable on the date of Termination of Employment, and shall remain exercisable following the Termination of Employment until (i) expiration of the Severance Period, (ii) termination of Severance

Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, stock appreciation right or similar right, whichever first occurs. No extension of an exercise period under this Agreement shall extend to a date that would cause such stock option, stock appreciation right or similar right to be subject to Code Section 409A.

F. For purposes of this agreement, the following definitions will apply:

(i) A "Termination of Employment" shall take place in the event that the Executive's employment is terminated (a) by Hudson without Cause (as hereinafter defined) or (b) by the Executive following an event constituting Good Reason (as hereinafter defined).

(ii) "Cause" shall exist if the act(s) or conduct of the Executive make it unreasonable to require Hudson to continue to retain Executive in its employment, such as, but not limited to, (a) the Executive's willful and continued refusal to perform, or the Executive's willful and continued neglect of, the substantive duties of his position, (b) any willful act or omission by the Executive constituting dishonesty, fraud or other malfeasance, (c) material nonconformance with Hudson's standard business practices and policies, including but not limited to violation of Hudson's Code of Business Conduct and Ethics or Hudson's Substance Abuse Policy, (d) any act or omission by the Executive which has a material adverse affect upon the financial condition or business reputation of Hudson, (e) the Executive's conviction of a felony, or any crime involving moral turpitude, dishonesty or theft, under the laws of the United States or any state thereof or any other jurisdiction in which Hudson conducts business, (f) breach of the provisions of paragraphs "4" or "5" of this agreement, (g) the resignation of Executive other than pursuant to the occurrence of an event constituting Good Reason (as hereinafter defined).

(iii) "Good Reason" shall mean (a) the Executive is assigned any duties or responsibilities, without his consent, that are materially inconsistent with his position, duties, responsibilities or status, (b) Hudson requires the Executive, without his consent, to be based at a location which is more than fifty (50) miles from Hudson's corporate headquarters, currently located at One Blue Hill Plaza, Pearl River, New York 10965, (c) except as provided in paragraph "1.I." below, the Executive's annual base salary is reduced, except to the extent that the annual base salaries of all Named Executives (as defined below) are reduced due to the adverse financial condition of Hudson and further providing that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein, (d) the Executive's benefits are reduced and such reduction results in a material reduction in the Executive's total compensation, except to the extent that such reductions are made by Hudson on a company-wide basis and affect all Named Executives that participate in such benefits, (e) except as provided in paragraph "1.I." below, the Executive experiences in any year a reduction in bonus compensation or other incentive compensation, or a reduction in the ratio of the Executive's incentive compensation, bonus or other such payments to his base compensation, or a reduction in the method of calculation of the Executive's incentive compensation, bonus or other such payments if these benefits or payments are calculated other than as a percentage of base salary, except to the extent such reduction applies equally or proportionally, as the case may be, to all Named Executives of Hudson. Good Reason shall not be deemed to exist unless the Executive's Termination of Employment for Good Reason occurs within ninety (90) days following the initial existence of one of the foregoing conditions, the Executive provides Hudson with written notice of the existence of such condition(s) within thirty (30) days after the initial existence of the condition(s), and Hudson fails to remedy the condition within thirty (30) days after its receipt of such notice. An isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Hudson within ten (10) days after Hudson's receipt of notice thereof given by the Executive shall not constitute Good Reason.

(iv) "Budget" shall mean (a) as to Hudson, the projected annual and monthly revenues, expenses and net profit goals approved and accepted by Hudson's board of directors for the applicable fiscal year, and for each month individually in that fiscal year, and (b) as to Executive, all performance criteria capable of being measured on a month to month basis, if any, that have been established for the Executive under any bonus or other incentive compensation plan covering the applicable fiscal year.

(v) "Named Executive(s)" shall mean Kevin Zugibe, Brian Coleman, James Buscemi, Charles Harkins, and Stephen Mandracchia.

G. Hudson's obligation to pay the compensation and to make the arrangements provided in this paragraph "1" shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment or other right which Hudson may have against the Executive or anyone else; provided, however, that as a condition to payment of amounts under this paragraph "1", within thirty (30) days of the Executive's Termination of Employment, the Executive shall have (i) executed and not revoked a general release and waiver, in form and substance reasonably satisfactory to Hudson, of all claims relating to the Executive's employment by Hudson and the termination of such employment, including, without limitation, discrimination claims (including without limitation age discrimination), employment-related tort claims, contract claims and claims under this Agreement (other than claims with respect to benefits under any tax-qualified retirement plans or continuation of coverage or benefits solely as required under ERISA), and (ii) executed an agreement expressly acknowledging and reaffirming the covenants and restrictions contained in paragraphs "4" and "5" below, and the remedies available to Hudson under paragraph "6" below.

H. All amounts payable by Hudson pursuant to this paragraph "1" shall be paid without notice or demand. The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made pursuant to this paragraph "1" and, except as provided in paragraph "6" below, the obtaining of any other employment shall not result in a reduction of Hudson's obligation to make the payments, benefits and arrangements required to be made under this paragraph "1".

I. Executive expressly acknowledges that the following shall not constitute "Good Reason" for purposes of this paragraph "1":

(i) Establishing a new or different bonus or incentive compensation plan(s) in any subsequent year based upon new or different criteria for calculating the applicability of, and the amount of any bonus or incentive compensation award due to the Executive, provided that any new or different bonus or incentive compensation plan, and any award under said plan, applies equally or proportionally, as the case may be, to all Named Executives; except that Hudson may establish separate performance criteria and payment amounts for awards under such plan for each Named Executive that are reasonably achievable and reasonably related to such Executive's normal duties and responsibilities;

(ii) A reduction of the Executive's bonus compensation or other incentive compensation that (a) results from Hudson operating at a level of performance below Hudson's Budget, (b) results from the Executive's failure or inability to attain, in whole or in part, any or all of the performance criteria established for the Executive under the said plan, (c) results from application of the terms of such bonus or incentive compensation plan, or (d) is based upon the Executive's performance, or non-performance, of his normal duties and responsibilities during the period covered by the bonus or incentive compensation plan including, without limitation, due to the Executive's Disability (as defined herein);

(iii) A reduction of the Executive's annual base salary based upon the Executive's performance, or non-performance, of his normal duties and responsibilities, provided that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein;

(iv) A reduction in the Executive's annual base salary pursuant to the provisions of paragraph "3" below.

2. Paragraph "3", entitled "DISABILITY", is hereby deleted in its entirety and a new Paragraph "3" inserted in its place which shall read as follows:

### "3. SICK LEAVE

A. If with or without reasonable accommodation Executive is physically or mentally unable to perform his duties, or is otherwise absent for medical reasons, Hudson shall continue to pay base salary and provide benefits to the Executive ("Sick Leave"). However, if a continuous period of Sick Leave exceeds eight (8) consecutive weeks, Hudson's obligation with regard to base salary upon the expiration of the eight (8) consecutive weeks shall be limited to paying 75% of base salary. If the Executive returns to full service, his full base salary shall be reinstated to the pre-adjustment amount. As a condition to the receipt of the foregoing base salary and benefits, the Executive agrees that he shall provide Hudson such information as Hudson may reasonably request from time to time to permit Hudson to make a determination that the Executive is entitled to sick pay under this provision. Hudson shall reduce the amount paid to the Executive during such Sick Leave by an amount equal to any disability payments or benefits actually received by Executive under or pursuant to any disability program or supplemental disability insurance plan(s) provided by Hudson at Hudson's expense unless such reduction results in a violation of Code Section 409A.

B. Notwithstanding the foregoing, Hudson may terminate the employment of Executive at any time after Executive's continuous period of Sick Leave exceeds 120 calendar days. Termination of the Executive after the said 120 calendar period shall not be deemed a Termination for Cause (as defined in paragraph "1" above) and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary, and for purposes of such payments and benefits, the Severance Period shall be deemed to commence as of the date of the Termination of Employment resulting under this paragraph "3.B."

C. Notwithstanding anything to the contrary contained herein, in the event that during the period the Executive is on Sick Leave, and prior to any Termination of Employment pursuant to paragraph "3.B.", there is deemed a "Separation from Service" (as that term is defined in Section 409A of the Internal Revenue Code for purposes of a permissible event), Hudson and the Executive agree that such Separation of Service shall be treated as a Termination of Employment. Such Termination shall not be deemed a Termination for Cause (as defined in paragraph "1" above) and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary, provided that, for purposes of such payments and benefits, the Severance Period shall commence as of the date of the Separation from Service as described in this paragraph "3.C", and shall be based upon Executive's full base salary.

D. Notwithstanding anything to the contrary contained herein, in the event that during the period the Executive is on Sick Leave, and prior to any Termination of Employment pursuant to paragraph "3.B." or any Separation from Service pursuant to paragraph "3.C.", the Executive becomes "Disabled," (as defined in Code Section 409A for purposes of a permissible payment event) Hudson and the Executive agree that the Executive's Disability shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary. For purposes of such payments and benefits, the Severance Period shall commence as of the date of the Disability as described in this paragraph "3.D".

3. Paragraph "7", entitled "NOTICES" is hereby amended to provide that all notices shall be sent to Hudson at its principal office located at PO Box 1541, One Blue Hill Plaza, 14<sup>th</sup> Floor, Pearl River, New York 10965, and except as so amended, all other provisions of Paragraph "7" shall remain in full force and effect.

4. A new Paragraph "13", entitled "COMPLIANCE WITH CODE SECTION 409A", is hereby added to the Agreement to read as follows:

"13. COMPLIANCE WITH CODE SECTION 409A:

A. It is the intention of Hudson and the Executive that the payments, benefits and rights to which the Executive could be entitled pursuant to this Agreement comply with Code Section 409A of the Internal Revenue Code of 1986, as amended ("Code"), the Treasury regulations and other guidance promulgated or issued thereunder ("Section 409A"), to the extent that the requirements of Section 409A are applicable thereto, and after application of all available exemptions, including but not limited to, the "short-term deferral rule" and "involuntary separation pay plan exception" and the provisions of this Agreement shall be construed in a manner consistent with that intention. If any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Code Section 409A, Hudson shall, upon the specific request of the Executive, use its reasonable business efforts to in good faith reform such provision to comply with Code Section 409A; provided, that to the maximum extent practicable, the original intent and economic benefit to the Executive and Hudson of the applicable provision shall be maintained, but Hudson shall have no obligation to make any changes that could create any additional economic cost or loss of benefit to Hudson. Hudson shall not have any liability to the Executive with respect to tax obligations that result from the application of Code Section 409A and makes no representation with respect to the tax treatment of the payments and/or benefits provided under this Agreement. Any provision required for compliance with Section 409A that is omitted from this Agreement shall be incorporated herein by reference and shall apply retroactively, if necessary, and be deemed a part of this Agreement to the same extent as though expressly set forth herein.

B. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expense eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

C. For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which the Executive is entitled under this Agreement shall be treated as a separate payment within the meaning of Section 409A. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

D. Neither Hudson nor the Executive, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

E. If and to the extent required to comply with Section 409A, a Termination of Employment, as defined above, shall not be deemed to have occurred for purposes of this Agreement providing for the payment of any amounts or benefits upon or following a Termination of Employment unless such termination is also a "Separation from Service" within the meaning of Section 409A (excluding death) and, for purposes of any provision of this Agreement, references to Termination of Employment, "termination," "termination of employment" or like terms shall mean "Separation from Service" (excluding death).

F. If the Executive is deemed on the date of termination of his employment to be a "specified employee," within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by Hudson from time to time, or if none, the default methodology, then with regard to any payment or the providing of any benefit subject to this Section, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), and any other payment or the provision of any other benefit that is required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment or benefit shall not be made or provided prior to the earlier of (i) the expiration of the six-month period measured from the date of the Executive's Separation from Service or (ii) the date of the Executive's death. In this regard, it is the intention and understanding of Hudson and the Executive that payments made following a Termination of Employment under Paragraph "1" shall be exempt under the "short-term deferral rule" and "involuntary separation pay plan exception", and other applicable exceptions, from the requirements of Code Section 409A(a)(2)(B), and are not required and shall not be delayed. Absent such exception, on the first day of the seventh month following the date of Executive's Separation from Service or, if earlier, on the date of his death, all payments delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. The determination of whether the Executive is a "specified employee" shall be made by Hudson in good faith applying Section 409A.

(CONTINUED ON NEXT PAGE)

5. Except as amended herein, all other provisions set forth and contained in the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this agreement as of the date written above.

Hudson Technologies, Inc. Hudson Technologies of Tennessee dba

Hudson Technologies Company

By: /s/ Stephen P. Mandracchia, VP By: /s/ Stephen P. Mandracchia, VP

/s/ James R. Buscemi

James R. Buscemi

## AGREEMENT

THIS AGREEMENT is made as of the 10th day of October, 2006 by and between Hudson Technologies, Inc., 275 North Middletown Road, Pearl River, New York 10965, Hudson Technologies of Tennessee, dba Hudson Technologies Company, 275 North Middletown Road, Pearl River, New York 10965 (hereinafter Hudson Technologies, Inc. and Hudson Technologies of Tennessee, dba Hudson Technologies Company are collectively referred to herein as "Hudson") and Charles F. Harkins, residing at 8 William Close, Warwick, New York 10990 ("Executive").

WHEREAS, the Executive is an executive officer of Hudson and currently holds the title of Vice President Sales of Hudson; and

WHEREAS, Hudson Technologies of Tennessee, dba Hudson Technologies Company is a separate, wholly owned subsidiary of Hudson Technologies, Inc. and is made a party to this agreement for the purpose of implementing the terms of this agreement; and

WHEREAS, Hudson and the Executive acknowledge that, because the Executive's duties and responsibilities will bring the Executive into contact with Hudson's confidential information, Hudson must ensure that its valuable confidential information, as well as its customer relationships, are protected and can be entrusted to the Executive; and

WHEREAS, Hudson and the Executive acknowledge that the Executive's talents, knowledge and services to Hudson are of a special, unique, and extraordinary character and are of particular and peculiar benefit and importance to Hudson; and

WHEREAS, Hudson desires to ensure that it will receive the continued dedication, loyalty and service of, and the availability of objective advice and counsel from, the Executive, as well as assurances that the Executive will continue to devote his best efforts to his employment with Hudson and that he will not solicit other executives or employees of Hudson or the Company.

NOW, THEREFORE, in consideration of the continuation of the employment by Hudson of the Executive, the payments, rights and benefits granted, and the mutual covenants and conditions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed:

1. **TERMINATION:** The following payments and benefits (hereinafter "Severance Benefits") will be provided to the Executive by Hudson in the event of a Termination of Employment (as hereinafter defined) of the Executive:

A. Executive will continue to receive his annual base salary, based upon his annual base salary as of the date of his Termination of Employment (as hereinafter defined), for a period of eighteen (18) months (the "Severance Period"), with payroll to be made every two weeks, or at such other frequency based upon Hudson's normal payroll practice. Hudson shall deduct from Executive's continuing payroll all normal tax withholdings and deductions which Hudson is required by law to make.

B. On or before the Executive's last day of employment with Hudson, Hudson will pay to the Executive a lump sum payment in an amount equal to a pro rata bonus through the date of Termination of Employment (the "Pro-Rata Bonus"). For purposes of this paragraph "1.B.", the Pro-Rata Bonus shall be an amount equal to the highest bonus earned by the Executive in any calendar year within the three (3) calendar years immediately preceding the date of Termination of Employment, pro rated for the period served during the year in which the Termination of Employment occurs. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make.

Notwithstanding the foregoing, Hudson shall not be obligated to pay the Pro-Rata Bonus to the Executive if as of the date of Termination of Employment (i) Hudson is operating at a level of performance, on a year to date basis, below Hudson's net profit goals as established by Hudson's Budget (as hereinafter defined), or (ii) the Executive is acting at a level of performance, on a year to date basis, such that he has not achieved all of the performance criteria established by the Executive's Budget (as hereinafter defined). For purposes of this subparagraph "B", Hudson shall prepare a profit and loss statement showing Hudson's total year to date net profit as of the close of business the day prior to the date of Termination of Employment, and as compared to the net profit under Hudson's Budget (the "Interim P&L").

C. On or before the Executive's last day of employment with Hudson, Hudson will pay to the Executive a lump sum payment for the Executive's unused vacation for the year in which the Termination of Employment occurs, equal to the number of prorata unused vacation days on the date of Termination of Employment, as determined in accordance with Hudson's standard vacation policy, multiplied by the Executive's daily base salary on the date of Termination of Employment. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make.

D. The Executive's participation in life, health and dental insurance, disability insurance, and any other benefits (the "Benefits") provided by Hudson to the Executive as of the date of the Termination of Employment shall be continued, or essentially equivalent benefits provided by Hudson, for the entire Severance Period or until otherwise terminated by the Executive, on the same terms, conditions and costs as if the Executive continued in the employ of Hudson. If for any reason Hudson is unable to continue any or all of the Benefits as required herein, Hudson shall pay to the Executive a lump sum cash payment equal to the value of the Benefits that cannot be provided.

E. All stock options, stock appreciation rights, and any similar rights which the Executive holds on the date of Termination of Employment



shall become fully vested and be exercisable on the date of Termination of Employment, and shall remain exercisable following the Termination of Employment until (i) expiration of the Severance Period, (ii) termination of Severance Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, stock appreciation right or similar right, whichever first occurs.

F. In the event the Executive is terminated pursuant to paragraph "3.B." below, within ten (10) days after such termination, Hudson will pay to the Executive a lump sum payment in an amount equal to the amount that Executive's base salary was reduced during the period of the Executive's Disability (as defined below) pursuant to the provisions of paragraph "3" below.

G. For purposes of this agreement, the following definitions will apply:

(i) A "Termination of Employment" shall take place in the event that the Executive's employment is terminated (a) by Hudson without Cause (as hereinafter defined) or (b) by the Executive within thirty (30) days of the occurrence of an event constituting Good Reason (as hereinafter defined).

(ii) "Cause" shall exist if the act(s) or conduct of the Executive make it unreasonable to require Hudson to continue to retain Executive in its employment, such as, but not limited to, (a) the Executive's willful and continued refusal to perform, or the Executive's willful and continued neglect of, the substantive duties of his position, (b) any willful act or omission by the Executive constituting dishonesty, fraud or other malfeasance, (c) material nonconformance with Hudson's standard business practices and policies, including but not limited to violation of Hudson's Code of Business Conduct and Ethics or Hudson's Substance Abuse Policy, (d) any act or omission by the Executive which has a material adverse affect upon the financial condition or business reputation of Hudson, (e) the Executive's conviction of a felony, or any crime involving moral turpitude, dishonesty or theft, under the laws of the United States or any state thereof or any other jurisdiction in which Hudson conducts business, (f) breach of the provisions of paragraphs "4" or "5" of this agreement, (g) the resignation of Executive other than pursuant to the occurrence of an event constituting Good Reason (as hereinafter defined).

(iii) "Good Reason" shall mean (a) the Executive is assigned any duties or responsibilities, without his consent, that are materially inconsistent with his position, duties, responsibilities or status, (b) Hudson requires the Executive, without his consent, to be based at a location which is more than fifty (50) miles from Hudson's corporate headquarters, currently located at 275 North Middletown Road, Pearl River, New York 10965, (c) except as provided in paragraph "1.J." below, the Executive's annual base salary is reduced, except to the extent that the annual base salaries of all Named Executives (as defined below) are reduced due to the adverse financial condition of Hudson and further providing that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein, (d) the Executive's benefits are reduced, except to the extent that such reductions are made by Hudson on a company-wide basis and affect all Named Executives that participate in such benefits, (e) except as provided in paragraph "1.J." below, the Executive experiences in any year a reduction in bonus compensation or other incentive compensation, or a reduction in the ratio of the Executive's incentive compensation, bonus or other such payments to his base compensation, or a reduction in the method of calculation of the Executive's incentive compensation, bonus or other such payments if these benefits or payments are calculated other than as a percentage of base salary, except to the extent such reduction applies equally or proportionally, as the case may be, to all Named Executives of Hudson. An isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Hudson within ten (10) days after Hudson's receipt of notice thereof given by the Executive shall not constitute Good Reason.

(iv) "Budget" shall mean (a) as to Hudson, the projected annual and monthly revenues, expenses and net profit goals approved and accepted by Hudson's board of directors for the applicable fiscal year, and for each month individually in that fiscal year, and (b) as to Executive, all performance criteria capable of being measured on a month to month basis, if any, that have been established for the Executive under any bonus or other incentive compensation plan covering the applicable fiscal year.

(v) "Named Executive(s)" shall mean Kevin Zugibe, Brian Coleman, James Buscemi, Charles Harkins, and Stephen Mandracchia.

H. Hudson's obligation to pay the compensation and to make the arrangements provided in this paragraph "1" shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment or other right which Hudson may have against the Executive or anyone else, provided, however, that as a condition to payment of amounts under this paragraph "1", the Executive shall execute (i) a general release and waiver, in form and substance reasonably satisfactory to Hudson, of all claims relating to the Executive's employment by Hudson and the termination of such employment, including, without limitation, discrimination claims, employment-related tort claims, contract claims and claims under this Agreement (other than claims with respect to benefits under any tax-qualified retirement plans or continuation of coverage or benefits solely as required under ERISA), and (ii) an agreement expressly acknowledging and reaffirming the covenants and restrictions contained in paragraphs "4" and "5" below, and the remedies available to Hudson under paragraph "6" below.

I. All amounts payable by Hudson pursuant to this paragraph "1" shall be paid without notice or demand. The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made pursuant to this paragraph "1" and, except as provided in paragraph "6" below, the obtaining of any other employment shall not result in a reduction of Hudson's obligation to make the payments, benefits and arrangements required to be made under this paragraph "1".

J. Executive expressly acknowledges that the following shall not constitute "Good Reason" for purposes of this paragraph "1":

(i) Establishing a new or different bonus or incentive compensation plan(s) in any subsequent year based upon new or different

criteria for calculating the applicability of, and the amount of any bonus or incentive compensation award due to the Executive, provided that any new or different bonus or incentive compensation plan, and any award under said plan, applies equally or proportionally, as the case may be, to all Named Executives; except that Hudson may establish separate performance criteria and payment amounts for awards under such plan for each Named Executive that are reasonably achievable and reasonably related to such Executive's normal duties and responsibilities;

(ii) A reduction of the Executive's bonus compensation or other incentive compensation that (a) results from Hudson operating at a level of performance below Hudson's Budget, (b) results from the Executive's failure or inability to attain, in whole or in part, any or all of the performance criteria established for the Executive under the said plan, (c) results from application of the terms of such bonus or incentive compensation plan, or (d) is based upon the Executive's performance, or non-performance, of his normal duties and responsibilities during the period covered by the bonus or incentive compensation plan including, without limitation, due to the Executive's Disability (as defined herein);

(iii) A reduction of the Executive's annual base salary based upon the Executive's performance, or non-performance, of his normal duties and responsibilities, provided that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein;

(iv) A reduction in the Executive's annual base salary pursuant to the provisions of paragraph "3" below.

2. **TERMINATION FOR CAUSE:** Hudson may at any time terminate the employment of the Executive for Cause (as defined in paragraph "1" above) upon five (5) days prior written notice to Executive. If Executive is terminated for cause, he shall be entitled to no Severance Benefits and shall be entitled to no bonus payment that might otherwise be owed to him even if he worked for the entire year. In the event of termination under this section, Hudson shall pay Executive all amounts which are then accrued but unpaid, including unpaid vacation as determined in accordance with Hudson's standard vacation policy, within thirty (30) days after the date of notice. Hudson shall have no further or additional liability to Executive.

3. **DISABILITY:** A. If Executive is unable to perform his services by reason of illness, injury or incapacity (hereinafter "Disabled" or "Disability"), he will continue to receive his base salary and all benefits for a period of eight (8) weeks after the commencement of the Disability. If Executive is unable to perform his services by reason of his Disability for a period of more than eight (8) consecutive weeks, the Executive's annual base salary during the continued period of Disability shall be reduced by twenty-five (25%) percent. Executive's full compensation shall be reinstated upon his return to employment and the discharge of his full duties. Hudson shall have the right to reduce the amount paid to the Executive pursuant to this paragraph "3" by an amount equal to any disability payments or benefits actually received by Executive under or pursuant to any disability program or supplemental disability insurance plan(s) provided by Hudson at Hudson's expense.

B. Notwithstanding the foregoing, Hudson may terminate the employment of Executive at any time after Executive has been Disabled for a continuous period of more than 120 calendar days. Termination of the Executive after the said 120 calendar period shall not be deemed a Termination for Cause (as defined in paragraph "1" above) and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment, except that, for purposes of such payments and benefits, the Severance Period shall be deemed to commence the date of the commencement of the Executive's Disability.

4. **CONFIDENTIALITY:** A. Executive expressly acknowledges and agrees as follows:

(i) Hudson expends a significant amount of funds annually on researching and developing solutions and proprietary techniques related to the products and services it offers or is seeking to offer, and has developed substantial confidential, proprietary, and trade secret information, and this confidential, proprietary, and trade secret information, if misused, disclosed, misappropriated or used by others, would be very injurious and result in irreparable harm to Hudson.

(ii) Hudson's Confidential Information (as hereinafter defined) constitute valuable commercial assets of Hudson and are not readily available to the general public or by any persons not employed by or otherwise associated in a position of trust with Hudson. Hudson keeps its Confidential Information confidential (other than to the extent filings are required for patents) by means of restrictions upon those to whom the information will become known prohibiting use or disclosure.

(iii) Executive's position with Hudson will provide the Executive with access to or knowledge of Hudson's Confidential Information.

(iv) Hudson's Confidential Information has or will become known to Executive only as a result of his employment with Hudson. To the extent that Executive was previously engaged, on his own or with others, in a business that provided the same or similar services as those provided by Hudson, Executive further acknowledges that such prior business knowledge and experience, and any familiarity with entities that are actual or potential customers for the business, shall not permit or allow Executive to contend that Hudson's Confidential Information is not confidential or should not be protected from use or misappropriation.

B. In light of the foregoing, Executive understands, acknowledges, and agrees to the following terms and conditions regarding Confidential

## Information.

(i) All Confidential Information is the property of Hudson, and Executive shall not, without the express written consent of Hudson, directly or indirectly use, disseminate, disclose, or in any way reveal, either during Executive's employment or at any time thereafter, all or any part of the Confidential Information, other than to use such Confidential Information for the purposes authorized by Hudson and only for the benefit of Hudson.

(ii) Hudson shall be the sole owner of, and Executive hereby assigns to Hudson, any and all property rights to all Intellectual Property (as hereinafter defined) made, conceived, originated, devised, discovered, invented, or developed before, during, or after the term of Executive's employment with Hudson, whether or not Executive was involved either alone or with others, if it was in whole or in part developed during the course of Executive's employment or by Executive's use of any property of Hudson. This ownership provision does not apply to creations of the Executive which are made in the Executive's own time, without the use of any Hudson resources, and which do not relate in any way to Hudson's business. Executive agrees to cooperate fully and assist Hudson or its designee in the performance of any lawful acts that Hudson at its discretion deems necessary, and to execute and deliver without charge any documents reasonably required by Hudson to secure any patent, copyright, trademark and other protection for Intellectual Property and improvements thereon, and to assign to and vest in Hudson the entire interest therein in the United States and all foreign countries.

(iii) Upon request by Hudson at any time, and upon termination from employment with Hudson, whichever is sooner, Executive shall immediately deliver to Hudson any and all information and property of Hudson in whatever form it exists, including but not limited to all Confidential Information, and all copies thereof or materials containing or derived from Confidential Information.

C. As used in this agreement: "Confidential Information" means all information not publicly-available (but including information that is publicly available as a result of a breach by Executive of paragraphs "4" and "5") and not generally known or used by Hudson's competitors or in the industry, and which could be harmful to Hudson if disclosed to persons outside of Hudson and which includes, but is not limited to:

(i) Intellectual Property (as hereinafter defined);

(ii) Technical information, such as, but not limited to: Hudson's plant organization and designs; product formulation, manufacturing, performance and processing data; and research and development results and plans;

(iii) Product information, such as, but not limited to: non-public details of Hudson's products and services, including (but not limited to) its existing refrigerant, decontamination, reclamation and recovery products and services, as well as those being developed; specialized equipment and training; product plans, drawings and specifications; and performance capabilities, strengths and weaknesses;

(iv) Strategic information, such as, but not limited to: Hudson's material costs; supplier and vendor information; overhead costs; pricing; profit margins; banking and financing information; and market penetration initiatives and strategies;

(v) Organizational information, such as, but not limited to: Hudson's personnel and salary data; information concerning the utilization of facilities; merger, acquisition and expansion information; and equipment utilization information; Hudson manuals, policies and procedures;

(vi) Marketing and sales information, such as, but not limited to: Hudson's licensing, marketing and sales techniques and data; customer lists; customer data, such as, but not limited to, their personnel, project, financial and account status, individual needs, historical purchases, contact information; product development and delivery schedules; market research and forecasts; and marketing and advertising plans, techniques and budgets; and

(vii) Advertising information, such as, but not limited to: Hudson's overall marketing policies; the specific advertising programs and strategies utilized by Hudson; and the success or lack of success of those programs and strategies.

D. As used in this agreement, "Intellectual Property" means all information concerning the evaluation, design, engineering, construction, marketing, and sales of the products and services provided by Hudson and which includes, but is not limited to: any and all patents, patents pendings, trademarks, copyrights, and any and all applications for same issued to and/or applied for by Hudson; any and technological (including software), educational, operational, and financial innovations, discoveries, inventions, designs, and formulae; tests; performance data; processes or production methods; improvements to all such property; and all recorded material defining, describing, illustrating, or documenting in any fashion, all such property, whether written or not and whether stored in plain, code or other form; without regard to whether such property is patentable, copyrightable, or subject to trade/service mark protection, and if patentable, copyrightable, or subject to trade/service mark protection, without regard to whether a patent, copyright, or trademark or service mark has been sought or obtained.

## 5. NON-COMPETITION / NON-SOLICITATION:

A. Executive expressly acknowledges and agrees as follows: Hudson compensates its Executives, among other things, to develop and to pursue, on Hudson's behalf, good relationships and goodwill with all customers and potential customers, whether developed by Executive or others within the Hudson organization; Hudson's Confidential Information, if used in competition with Hudson, or disclosed to a competitor of Hudson, would be very injurious to Hudson, resulting in irreparable harm to Hudson; by virtue of his position with Hudson, Executive will be exposed to, acquire and develop knowledge of Confidential Information that Hudson uses throughout the country and elsewhere in the

world, not just in the area of Executive's employment, in particular Confidential Information related to Hudson's customers, operations, and its suppliers; Executive is able to be gainfully employed by other employers, within a reasonable distance of Executive's place of employment with Hudson, in a variety of other industries and businesses that are engaged in businesses that do not involve and are not competitive with any part of Hudson's business.

B. In light of the foregoing, Executive agrees that, while Executive is employed by Hudson, and continuing until the expiration of the Covenant Period (as hereinafter defined):

(i) Executive shall not compete with Hudson, directly or indirectly, whether for Executive's own behalf or on behalf of or in conjunction with any other person, persons, company, partnership, corporation or business entity, whether for profit or not-for-profit, by (a) being employed by, participating in, or otherwise being materially connected in the conduct of any business activity that involves providing services that are like or similar to, or competitive with, any one or more of the products or services provided by Hudson, within the Restricted Territory (as hereinafter defined), or (b) calling upon, contacting, diverting, soliciting, or doing business for or with any "Client" of Hudson (as defined below) for the purpose of offering or providing any business or service that involves services that are competitive with or would replace or be a substitute for any one or more of the products and services provided by Hudson.

(ii) Executive shall not directly or indirectly, without the prior written consent of Hudson, (a) induce, solicit, entice, or encourage any officer, director, employee or other individual to leave his or her employment with Hudson, (b) induce, solicit, entice, or encourage any officer, director, employee or other individual to compete in any way with Hudson, or to violate the terms of any employment, non-competition, confidentiality or similar agreement with Hudson; or (c) employ, offer to employ, contract with, offer to contract with, or do business with any officer, director, employee or other individual who is employed by Hudson.

C. For purposes of this paragraph "5", the Covenant period shall be eighteen (18) months after the Executive's last day of the employment with Hudson, regardless of the reason underlying the termination of Executive's employment.

D. Executive acknowledges that many of Hudson's services are remedial in nature and, as such, its customers may utilize Hudson's services on an infrequent basis over an extended period of time, or following a protracted sales cycle. Executive also acknowledges that because of his position, he will likely have knowledge of all customers of Hudson through access to the Confidential Information, whether or not located within the Restricted Territory (as hereinafter defined). Accordingly, for purposes of this paragraph "5", the term "Client" shall mean any (a) potential customer of Hudson upon whom Executive called, or with whom Executive had contact, during the last eighteen (18) months of Executive's employment, (b) any potential customer as to whom Executive assisted in making an offer to provide services or as to whom Executive was involved in regard to planning, marketing, conducting, or overseeing the offer of Business Services to the potential customer, (c) any potential customer whose identity Executive learned during the last eighteen (18) months of Executive's employment with Hudson, or learned from Confidential Information at any time, or (d) any customer for whom Hudson has provided services or products to at any time during the thirty six (36) months preceding the last day of the Executive's employment with Hudson and whose identity as a Hudson customer Executive learned from Confidential Information at any time.

E. The Executive acknowledges that the nature of Hudson's business is such that it provides its services to customers over a large geographic area, and that Hudson services customers within a geographical radius in excess of three hundred (300) miles from each of Hudson's locations. Accordingly, the "Restricted Territory" is defined as a three (300) mile radius of each of the Hudson's places of business located in the following cities: Pearl River, New York; Champaign, Illinois; Charlotte, North Carolina; Baton Rouge, Louisiana; Seattle, Washington; Dallas, Texas; Phoenix, Arizona.

F. In order to assure Hudson of the full eighteen (18) months of the covenant period within which to protect its goodwill and to prevent Executive from unfairly benefiting by violations of this paragraph "5", the provisions and requirements of this paragraph "5" shall be extended for a period of time beyond the Covenant Period equal in length to the total length of time during which Executive is in violation of any one or more provisions of this Section.

G. In the event it is determined by a Court or other authority of competent jurisdiction that any provision, or portion of a provision, of this paragraph "5" is not enforceable under the law governing this Agreement, the unenforceable provision or portion thereof may be stricken, and the remainder of the provision and of this paragraph "5" shall be valid and fully enforceable, in all respects. Further, if any provision of this Agreement is found to be overbroad or unenforceable, the court or other authority with competent jurisdiction is expressly authorized to conform the provision to the extent necessary to remedy any deficiency and render it valid and enforceable. No portion of this Agreement may be amended except in a form of writing signed by both parties or their representatives.

H. In addition to his continued employment and the provisions of paragraphs "1", "2" and "3" above, Hudson has made a lump sum cash payment to Executive in the amount of four thousand (\$4,000.00) dollars, and has delivered to Executive 7,900 stock options issued under the Company's 1997 Stock Option Plan, which options shall become exercisable and vest immediately upon issuance and shall remain exercisable following the Termination of Employment until (i) one year after the expiration of the Severance Period, (ii) one year after termination of Severance Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, whichever first occurs. Executive hereby acknowledges receipt of that lump sum payment and of the stock options, and specifically acknowledges and agrees that the payment and the options constitute good, valuable and sufficient consideration for the covenants and restrictions contained in this paragraph "5".

## 6. REMEDIES:

A. In the event that Executive breaches any term or provision of paragraphs "4" or "5" of this Agreement, Hudson shall be immediately, permanently and irreparably damaged and shall be entitled, in addition to, and without limiting Hudson's right to, any and all other legal and equitable remedies and damages, (i) to a temporary restraining order ex parte, to a preliminary injunction, and to a permanent injunction, to

restrain Executive's actions or the actions of others acting on Executive's behalf, (ii) to terminate all future Severance Benefits through the remainder of the Severance Period, and (iii) to recover from the Executive all Severance Benefits actually paid to the Executive, including any costs or expenses actually incurred by Hudson in providing such Severance Benefits. Executive agrees that Executive will not be damaged by enforcement of this covenant as Executive can obtain many other types of gainful employment without violating the provisions of paragraphs "4" or "5", so that no bond shall be required, and if the Court requires a bond to be posted, it shall not exceed \$500.00.

B. All of Executive's covenants and obligations under paragraphs "4" and "5" of this Agreement shall survive, and shall remain enforceable, for so long as Executive is employed and after termination of employment for any reason, and shall survive despite future promotions, raises, changes in position or compensation, demotions, and the execution of new agreements with Hudson, and shall inure to the benefit of Hudson's successors and assigns, unless Hudson executes in writing an agreement expressly terminating the covenants of paragraphs "4" and "5".

C. Hudson and Executive shall each bear and be responsible for their own attorneys' fees, expenses and disbursements incurred in any litigation brought by either party to enforce or interpret any provision contained in paragraphs "4" or "5" of this Agreement.

7. **NOTICES:** All notices required or permitted to be given under this agreement shall be sufficient if in writing and if sent by certified mail, return receipt requested, to the Executive at his residence, and to Hudson at its principal office located at 275 North Middletown Road, Pearl River, New York 10965, attention Chief Executive Officer, or at such other address as any party specifies by giving proper notice.

8. **SUCCESSORS:** This agreement shall be binding upon and shall inure to the benefit of the Executive and his estate. Neither this Agreement nor any rights hereunder shall be assignable by the Employee.

This Agreement shall be freely assignable by Hudson to, and shall inure to the benefit of, and be binding upon, any successor corporation or affiliate of a successor corporation, and all references in this agreement to Hudson shall include its subsidiaries and affiliates and any successors, affiliates of successors or assigns of Hudson. As used herein, the term "successor" shall mean any person, firm, corporation or business entity or affiliate thereof which at any time, whether by merger, purchase or otherwise, directly or indirectly acquires all or substantially all of the assets or the business of Hudson, including any entity that shall be the surviving corporation in a merger with Hudson.

9. **EMPLOYMENT AT WILL; CONSEQUENCES OF TERMINATION:** Nothing herein shall be deemed to create an agreement for employment of Executive for any specified term or period of time. Hudson expressly agrees that at any time the Executive may resign or otherwise terminate his or her employment with Hudson, for any reason or for no reason, subject to the provisions contained herein. Likewise, the Executive expressly agrees that at any time Hudson may terminate the employment of the Executive for any reason or for no reason, subject to the provisions contained herein.

10. **INDEMNIFICATION:** In the event that any litigation shall be brought to enforce or interpret any provision contained in paragraphs "1", "2" or "3" of this Agreement, then, provided that the Executive prevails to any extent, Hudson shall reimburse or indemnify the Executive for the Executive's reasonable attorneys' fees, expenses and disbursements incurred in such litigation, including the costs of enforcement.

11. **CONTROLLING LAW:** This Agreement and all other issues regarding the employment of the Employee shall be governed by the laws of the State of New York, without reference to its conflicts of law principles.

12. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding of the parties regarding the employment of the Executive, and all prior or contemporaneous agreements, representations, or understanding are expressly superseded by, and do not survive this Agreement. Executive has not relied upon any inducement, promise, representation, or assurance, other than those expressly set out herein. Except as expressly permitted herein, this Agreement may not be modified or amended except in writing signed by all parties hereto.

IN WITNESS THEREOF, the parties have executed this agreement as of the date written above.

Hudson Technologies, Inc. Hudson Technologies of Tennessee dba

Hudson Technologies Company

By: /s/ Brian F. Coleman By: /s/ Brian F. Coleman

Charles F. Harkins

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment"), is made this 29th day of December, 2008, by and between Hudson Technologies, Inc., PO Box 1541, One Blue Hill Plaza, Pearl River, New York 10965, Hudson Technologies of Tennessee, dba Hudson Technologies Company, PO Box 1541, One Blue Hill Plaza, Pearl River, New York 10965 (hereinafter Hudson Technologies, Inc. and Hudson Technologies of Tennessee, dba Hudson Technologies Company are collectively referred to herein as "Hudson") and Charles F. Harkins, residing at 1692 P. Road, Seneca, KS 66538 (the "Executive").

WHEREAS, Hudson and the Executive entered into an Agreement dated October 10, 2006, and desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph "1", entitled "TERMINATION", is hereby deleted in its entirety and a new Paragraph "1" inserted in its place which shall read as follows:

"1. TERMINATION: The following payments and benefits (hereinafter "Severance Benefits") will be provided to the Executive by Hudson in the event of a Termination of Employment (as hereinafter defined) of the Executive:

A. Executive will continue to receive his annual base salary, based upon his annual base salary in effect as of the date of his Termination of Employment (as hereinafter defined), for a period of eighteen (18) months (the "Severance Period"), in accordance with Hudson's normal payroll practice in effect as of the date of this Agreement. Hudson shall deduct from Executive's continuing payroll all normal tax withholdings and deductions which Hudson is required by law to make. The initial payment shall be made within the forty-five (45) day period following the Executive's Termination of Employment and the Executive shall have no right to designate the taxable year of payment.

B. Within the forty-five (45) day period following the Executive's Termination of Employment, Hudson will pay to the Executive a lump sum payment in an amount equal to a pro rata bonus through the date of Termination of Employment (the "Pro-Rata Bonus"). For purposes of this paragraph "1.B", the Pro-Rata Bonus shall be an amount equal to the highest bonus earned by the Executive in any calendar year within the three (3) calendar years immediately preceding the date of Termination of Employment, pro rated for the period served during the year in which the Termination of Employment occurs. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make. The Executive shall have no right to designate the taxable year of payment.

Notwithstanding the foregoing, Hudson shall not be obligated to pay the Pro-Rata Bonus to the Executive if as of the date of Termination of Employment (i) Hudson is operating at a level of performance, on a year to date basis, below Hudson's net profit goals as established by Hudson's Budget (as hereinafter defined), or (ii) the Executive is acting at a level of performance, on a year to date basis, such that he has not achieved all of the performance criteria established by the Executive's Budget (as hereinafter defined). For purposes of this subparagraph "1.B", Hudson shall prepare a profit and loss statement showing Hudson's total year to date net profit as of the close of business the day prior to the date of Termination of Employment, and as compared to the net profit under Hudson's Budget (the "Interim P&L").

C. Within the forty-five (45) day period following the Executive's Termination of Employment, Hudson will pay to the Executive a lump sum payment for the Executive's unused vacation for the year in which the Termination of Employment occurs, equal to the number of prorata unused vacation days on the date of Termination of Employment, as determined in accordance with Hudson's standard vacation policy, multiplied by the Executive's daily base salary on the date of Termination of Employment. Hudson shall deduct from this payment all normal tax withholdings and deductions which Hudson is required by law to make. The Executive shall have no right to designate the taxable year of payment.

D. The Executive's participation in life, health and dental insurance, disability insurance, and any other benefits (the "Benefits") provided by Hudson to the Executive as of the date of the Termination of Employment shall be continued, or essentially equivalent benefits provided by Hudson, for the entire Severance Period or until otherwise terminated by the Executive, on the same terms, conditions and costs as if the Executive continued in the employ of Hudson. To the extent Benefits include health and dental insurance, such Benefits shall be provided as COBRA continuation coverage, and not in addition to COBRA. Notwithstanding the foregoing, to the extent Benefit coverages provided to the Executive under this Section are taxable to the Executive, Hudson's obligation hereunder shall not exceed the applicable dollar amount under Section 402(g)(1) (B) of the Internal Revenue Code of 1986, as amended determined as of the year in which the Executive's "Separation of Service" occurs which is exempt under Treasury Reg. Section 1.409A-1(b)(9)(v)(D) (Limited Payment).

E. All stock options, stock appreciation rights, and any similar rights which the Executive holds on the date of Termination of Employment shall become fully vested and be exercisable on the date of Termination of Employment, and shall remain exercisable following the Termination of Employment until (i) expiration of the Severance Period, (ii) termination of Severance

Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, stock appreciation right or similar right, whichever first occurs. No extension of an exercise period under this Agreement shall extend to a date that would cause such stock option, stock appreciation right or similar right to be subject to Code Section 409A.

F. For purposes of this agreement, the following definitions will apply:

(i) A "Termination of Employment" shall take place in the event that the Executive's employment is terminated (a) by Hudson without Cause (as hereinafter defined) or (b) by the Executive following an event constituting Good Reason (as hereinafter defined).

(ii) "Cause" shall exist if the act(s) or conduct of the Executive make it unreasonable to require Hudson to continue to retain Executive in its employment, such as, but not limited to, (a) the Executive's willful and continued refusal to perform, or the Executive's willful and continued neglect of, the substantive duties of his position, (b) any willful act or omission by the Executive constituting dishonesty, fraud or other malfeasance, (c) material nonconformance with Hudson's standard business practices and policies, including but not limited to violation of Hudson's Code of Business Conduct and Ethics or Hudson's Substance Abuse Policy, (d) any act or omission by the Executive which has a material adverse affect upon the financial condition or business reputation of Hudson, (e) the Executive's conviction of a felony, or any crime involving moral turpitude, dishonesty or theft, under the laws of the United States or any state thereof or any other jurisdiction in which Hudson conducts business, (f) breach of the provisions of paragraphs "4" or "5" of this agreement, (g) the resignation of Executive other than pursuant to the occurrence of an event constituting Good Reason (as hereinafter defined).

(iii) "Good Reason" shall mean (a) the Executive is assigned any duties or responsibilities, without his consent, that are materially inconsistent with his position, duties, responsibilities or status, (b) Hudson requires the Executive, without his consent, to be based at a location which is more than fifty (50) miles from Hudson's corporate headquarters, currently located at One Blue Hill Plaza, Pearl River, New York 10965, (c) except as provided in paragraph "1.I." below, the Executive's annual base salary is reduced, except to the extent that the annual base salaries of all Named Executives (as defined below) are reduced due to the adverse financial condition of Hudson and further providing that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein, (d) the Executive's benefits are reduced and such reduction results in a material reduction in the Executive's total compensation, except to the extent that such reductions are made by Hudson on a company-wide basis and affect all Named Executives that participate in such benefits, (e) except as provided in paragraph "1.I." below, the Executive experiences in any year a reduction in bonus compensation or other incentive compensation, or a reduction in the ratio of the Executive's incentive compensation, bonus or other such payments to his base compensation, or a reduction in the method of calculation of the Executive's incentive compensation, bonus or other such payments if these benefits or payments are calculated other than as a percentage of base salary, except to the extent such reduction applies equally or proportionally, as the case may be, to all Named Executives of Hudson. Good Reason shall not be deemed to exist unless the Executive's Termination of Employment for Good Reason occurs within ninety (90) days following the initial existence of one of the foregoing conditions, the Executive provides Hudson with written notice of the existence of such condition(s) within thirty (30) days after the initial existence of the condition(s), and Hudson fails to remedy the condition within thirty (30) days after its receipt of such notice. An isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Hudson within ten (10) days after Hudson's receipt of notice thereof given by the Executive shall not constitute Good Reason.

(iv) "Budget" shall mean (a) as to Hudson, the projected annual and monthly revenues, expenses and net profit goals approved and accepted by Hudson's board of directors for the applicable fiscal year, and for each month individually in that fiscal year, and (b) as to Executive, all performance criteria capable of being measured on a month to month basis, if any, that have been established for the Executive under any bonus or other incentive compensation plan covering the applicable fiscal year.

(v) "Named Executive(s)" shall mean Kevin Zugibe, Brian Coleman, James Buscemi, Charles Harkins, and Stephen Mandracchia.

G. Hudson's obligation to pay the compensation and to make the arrangements provided in this paragraph "1" shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment or other right which Hudson may have against the Executive or anyone else; provided, however, that as a condition to payment of amounts under this paragraph "1", within thirty (30) days of the Executive's Termination of Employment, the Executive shall have (i) executed and not revoked a general release and waiver, in form and substance reasonably satisfactory to Hudson, of all claims relating to the Executive's employment by Hudson and the termination of such employment, including, without limitation, discrimination claims (including without limitation age discrimination), employment-related tort claims, contract claims and claims under this Agreement (other than claims with respect to benefits under any tax-qualified retirement plans or continuation of coverage or benefits solely as required under ERISA), and (ii) executed an agreement expressly acknowledging and reaffirming the covenants and restrictions contained in paragraphs "4" and "5" below, and the remedies available to Hudson under paragraph "6" below.

H. All amounts payable by Hudson pursuant to this paragraph "1" shall be paid without notice or demand. The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made pursuant to this paragraph "1" and, except as provided in paragraph "6" below, the obtaining of any other employment shall not result in a reduction of Hudson's obligation to make the payments, benefits and arrangements required to be made under this paragraph "1".

I. Executive expressly acknowledges that the following shall not constitute "Good Reason" for purposes of this paragraph "1":

(i) Establishing a new or different bonus or incentive compensation plan(s) in any subsequent year based upon new or different criteria for calculating the applicability of, and the amount of any bonus or incentive compensation award due to the Executive, provided that any new or different bonus or incentive compensation plan, and any award under said plan, applies equally or proportionally, as the case may be, to all Named Executives; except that Hudson may establish separate performance criteria and payment amounts for awards under such plan for each Named Executive that are reasonably achievable and reasonably related to such Executive's normal duties and responsibilities;

(ii) A reduction of the Executive's bonus compensation or other incentive compensation that (a) results from Hudson operating at a level of performance below Hudson's Budget, (b) results from the Executive's failure or inability to attain, in whole or in part, any or all of the performance criteria established for the Executive under the said plan, (c) results from application of the terms of such bonus or incentive compensation plan, or (d) is based upon the Executive's performance, or non-performance, of his normal duties and responsibilities during the period covered by the bonus or incentive compensation plan including, without limitation, due to the Executive's Disability (as defined herein);

(iii) A reduction of the Executive's annual base salary based upon the Executive's performance, or non-performance, of his normal duties and responsibilities, provided that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein;

(iv) A reduction in the Executive's annual base salary pursuant to the provisions of paragraph "3" below.

2. Paragraph "3", entitled "DISABILITY", is hereby deleted in its entirety and a new Paragraph "3" inserted in its place which shall read as follows:

### "3. SICK LEAVE

A. If with or without reasonable accommodation Executive is physically or mentally unable to perform his duties, or is otherwise absent for medical reasons, Hudson shall continue to pay base salary and provide benefits to the Executive ("Sick Leave"). However, if a continuous period of Sick Leave exceeds eight (8) consecutive weeks, Hudson's obligation with regard to base salary upon the expiration of the eight (8) consecutive weeks shall be limited to paying 75% of base salary. If the Executive returns to full service, his full base salary shall be reinstated to the pre-adjustment amount. As a condition to the receipt of the foregoing base salary and benefits, the Executive agrees that he shall provide Hudson such information as Hudson may reasonably request from time to time to permit Hudson to make a determination that the Executive is entitled to sick pay under this provision. Hudson shall reduce the amount paid to the Executive during such Sick Leave by an amount equal to any disability payments or benefits actually received by Executive under or pursuant to any disability program or supplemental disability insurance plan(s) provided by Hudson at Hudson's expense unless such reduction results in a violation of Code Section 409A.

B. Notwithstanding the foregoing, Hudson may terminate the employment of Executive at any time after Executive's continuous period of Sick Leave exceeds 120 calendar days. Termination of the Executive after the said 120 calendar period shall not be deemed a Termination for Cause (as defined in paragraph "1" above) and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary, and for purposes of such payments and benefits, the Severance Period shall be deemed to commence as of the date of the Termination of Employment resulting under this paragraph "3.B."

C. Notwithstanding anything to the contrary contained herein, in the event that during the period the Executive is on Sick Leave, and prior to any Termination of Employment pursuant to paragraph "3.B.", there is deemed a "Separation from Service" (as that term is defined in Section 409A of the Internal Revenue Code for purposes of a permissible event), Hudson and the Executive agree that such Separation of Service shall be treated as a Termination of Employment. Such Termination shall not be deemed a Termination for Cause (as defined in paragraph "1" above) and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary, provided that, for purposes of such payments and benefits, the Severance Period shall commence as of the date of the Separation from Service as described in this paragraph "3.C", and shall be based upon Executive's full base salary.

D. Notwithstanding anything to the contrary contained herein, in the event that during the period the Executive is on Sick Leave, and prior to any Termination of Employment pursuant to paragraph "3.B." or any Separation from Service pursuant to paragraph "3.C.", the Executive becomes "Disabled," (as defined in Code Section 409A for purposes of a permissible payment event) Hudson and the Executive agree that the Executive's Disability shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary. For purposes of such payments and benefits, the Severance Period shall commence as of the date of the Disability as described in this paragraph "3.D".

3. Paragraph "7", entitled "NOTICES" is hereby amended to provide that all notices shall be sent to Hudson at its principal office located at PO Box 1541, One Blue Hill Plaza, 14<sup>th</sup> Floor, Pearl River, New York 10965, and except as so amended, all other provisions of Paragraph "7" shall remain in full force and effect.



4. A new Paragraph "13", entitled "COMPLIANCE WITH CODE SECTION 409A", is hereby added to the Agreement to read as follows:

"13. COMPLIANCE WITH CODE SECTION 409A:

A. It is the intention of Hudson and the Executive that the payments, benefits and rights to which the Executive could be entitled pursuant to this Agreement comply with Code Section 409A of the Internal Revenue Code of 1986, as amended ("Code"), the Treasury regulations and other guidance promulgated or issued thereunder ("Section 409A"), to the extent that the requirements of Section 409A are applicable thereto, and after application of all available exemptions, including but not limited to, the "short-term deferral rule" and "involuntary separation pay plan exception" and the provisions of this Agreement shall be construed in a manner consistent with that intention. If any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Code Section 409A, Hudson shall, upon the specific request of the Executive, use its reasonable business efforts to in good faith reform such provision to comply with Code Section 409A; provided, that to the maximum extent practicable, the original intent and economic benefit to the Executive and Hudson of the applicable provision shall be maintained, but Hudson shall have no obligation to make any changes that could create any additional economic cost or loss of benefit to Hudson. Hudson shall not have any liability to the Executive with respect to tax obligations that result from the application of Code Section 409A and makes no representation with respect to the tax treatment of the payments and/or benefits provided under this Agreement. Any provision required for compliance with Section 409A that is omitted from this Agreement shall be incorporated herein by reference and shall apply retroactively, if necessary, and be deemed a part of this Agreement to the same extent as though expressly set forth herein.

B. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expense eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

C. For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which the Executive is entitled under this Agreement shall be treated as a separate payment within the meaning of Section 409A. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

D. Neither Hudson nor the Executive, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

E. If and to the extent required to comply with Section 409A, a Termination of Employment, as defined above, shall not be deemed to have occurred for purposes of this Agreement providing for the payment of any amounts or benefits upon or following a Termination of Employment unless such termination is also a "Separation from Service" within the meaning of Section 409A (excluding death) and, for purposes of any provision of this Agreement, references to Termination of Employment, "termination," "termination of employment" or like terms shall mean "Separation from Service" (excluding death).

F. If the Executive is deemed on the date of termination of his employment to be a "specified employee," within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by Hudson from time to time, or if none, the default methodology, then with regard to any payment or the providing of any benefit subject to this Section, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), and any other payment or the provision of any other benefit that is required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment or benefit shall not be made or provided prior to the earlier of (i) the expiration of the six-month period measured from the date of the Executive's Separation from Service or (ii) the date of the Executive's death. In this regard, it is the intention and understanding of Hudson and the Executive that payments made following a Termination of Employment under Paragraph "1" shall be exempt under the "short-term deferral rule" and "involuntary separation pay plan exception", and other applicable exceptions, from the requirements of Code Section 409A(a)(2)(B), and are not required and shall not be delayed. Absent such exception, on the first day of the seventh month following the date of Executive's Separation from Service or, if earlier, on the date of his death, all payments delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. The determination of whether the Executive is a "specified employee" shall be made by Hudson in good faith applying Section 409A.

(CONTINUED ON NEXT PAGE)

5. Except as amended herein, all other provisions set forth and contained in the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this agreement as of the date written above.

Hudson Technologies, Inc. Hudson Technologies of Tennessee dba

Hudson Technologies Company

By: /s/ Stephen P. Mandracchia, VP By: /s/ Stephen P. Mandracchia, VP

/s/ Charles F. Harkins

Charles F. Harkins

## AGREEMENT

THIS AGREEMENT is made as of the 10th day of October, 2006 by and between Hudson Technologies, Inc., 275 North Middletown Road, Pearl River, New York 10965, Hudson Technologies of Tennessee, dba Hudson Technologies Company, 275 North Middletown Road, Pearl River, New York 10965 (hereinafter Hudson Technologies, Inc. and Hudson Technologies of Tennessee, dba Hudson Technologies Company are collectively referred to herein as "Hudson") and Stephen P. Mandracchia, residing at 2 Heritage Court, Warwick, New York 10990 ("Executive").

WHEREAS, the Executive is an executive officer of Hudson and currently holds the title of Vice President Legal and Regulatory, and Secretary of Hudson; and

WHEREAS, Hudson Technologies of Tennessee, dba Hudson Technologies Company is a separate, wholly owned subsidiary of Hudson Technologies, Inc. and is made a party to this agreement for the purpose of implementing the terms of this agreement; and

WHEREAS, Hudson and the Executive acknowledge that, because the Executive's duties and responsibilities will bring the Executive into contact with Hudson's confidential information, Hudson must ensure that its valuable confidential information, as well as its customer relationships, are protected and can be entrusted to the Executive; and

WHEREAS, Hudson and the Executive acknowledge that the Executive's talents, knowledge and services to Hudson are of a special, unique, and extraordinary character and are of particular and peculiar benefit and importance to Hudson; and

WHEREAS, Hudson desires to ensure that it will receive the continued dedication, loyalty and service of, and the availability of objective advice and counsel from, the Executive, as well as assurances that the Executive will continue to devote his best efforts to his employment with Hudson and that he will not solicit other executives or employees of Hudson or the Company.

NOW, THEREFORE, in consideration of the continuation of the employment by Hudson of the Executive, the payments, rights and benefits granted, and the mutual covenants and conditions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed:

1. **TERMINATION:** The following payments and benefits (hereinafter "Severance Benefits") will be provided to the Executive by Hudson in the event of a Termination of Employment (as hereinafter defined) of the Executive:

A. Executive will continue to receive his annual base salary, based upon his annual base salary as of the date of his Termination of Employment (as hereinafter defined), for a period of eighteen (18) months (the "Severance Period"), with payroll to be made every two weeks, or at such other frequency based upon Hudson's normal payroll practice. Hudson shall deduct from Executive's continuing payroll all normal tax withholdings and deductions which Hudson is required by law to make.

B. On or before the Executive's last day of employment with Hudson, Hudson will pay to the Executive a lump sum payment in an amount equal to a pro rata bonus through the date of Termination of Employment (the "Pro-Rata Bonus"). For purposes of this paragraph "1.B.", the Pro-Rata Bonus shall be an amount equal to the highest bonus earned by the Executive in any calendar year within the three (3) calendar years immediately preceding the date of Termination of Employment, pro rated for the period served during the year in which the Termination of Employment occurs. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make.

Notwithstanding the foregoing, Hudson shall not be obligated to pay the Pro-Rata Bonus to the Executive if as of the date of Termination of Employment (i) Hudson is operating at a level of performance, on a year to date basis, below Hudson's net profit goals as established by Hudson's Budget (as hereinafter defined), or (ii) the Executive is acting at a level of performance, on a year to date basis, such that he has not achieved all of the performance criteria established by the Executive's Budget (as hereinafter defined). For purposes of this subparagraph "B", Hudson shall prepare a profit and loss statement showing Hudson's total year to date net profit as of the close of business the day prior to the date of Termination of Employment, and as compared to the net profit under Hudson's Budget (the "Interim P&L").

C. On or before the Executive's last day of employment with Hudson, Hudson will pay to the Executive a lump sum payment for the Executive's unused vacation for the year in which the Termination of Employment occurs, equal to the number of prorata unused vacation days on the date of Termination of Employment, as determined in accordance with Hudson's standard vacation policy, multiplied by the Executive's daily base salary on the date of Termination of Employment. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make.

D. The Executive's participation in life, health and dental insurance, disability insurance, and any other benefits (the "Benefits") provided by Hudson to the Executive as of the date of the Termination of Employment shall be continued, or essentially equivalent benefits provided by Hudson, for the entire Severance Period or until otherwise terminated by the Executive, on the same terms, conditions and costs as if the Executive continued in the employ of Hudson. If for any reason Hudson is unable to continue any or all of the Benefits as required herein, Hudson shall pay to the Executive a lump sum cash payment equal to the value of the Benefits that cannot be provided.

E. All stock options, stock appreciation rights, and any similar rights which the Executive holds on the date of Termination of Employment shall become fully vested and be exercisable on the date of Termination of Employment, and shall remain exercisable following the Termination of Employment until (i) expiration of the Severance Period, (ii) termination of Severance Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, stock appreciation right or similar right, whichever first occurs.

F. In the event the Executive is terminated pursuant to paragraph "3.B." below, within ten (10) days after such termination, Hudson will pay to the Executive a lump sum payment in an amount equal to the the amount that Executive's base salary was reduced during the period of the Executive's Disability (as defined below) pursuant to the provisions of paragraph "3" below.

G. For purposes of this agreement, the following definitions will apply:

(i) A "Termination of Employment" shall take place in the event that the Executive's employment is terminated (a) by Hudson without Cause (as hereinafter defined) or (b) by the Executive within thirty (30) days of the occurrence of an event constituting Good Reason (as hereinafter defined).

(ii) "Cause" shall exist if the act(s) or conduct of the Executive make it unreasonable to require Hudson to continue to retain Executive in its employment, such as, but not limited to, (a) the Executive's willful and continued refusal to perform, or the Executive's willful and continued neglect of, the substantive duties of his position, (b) any willful act or omission by the Executive constituting dishonesty, fraud or other malfeasance, (c) material nonconformance with Hudson's standard business practices and policies, including but not limited to violation of Hudson's Code of Business Conduct and Ethics or Hudson's Substance Abuse Policy, (d) any act or omission by the Executive which has a material adverse affect upon the financial condition or business reputation of Hudson, (e) the Executive's conviction of a felony, or any crime involving moral turpitude, dishonesty or theft, under the laws of the United States or any state thereof or any other jurisdiction in which Hudson conducts business, (f) breach of the provisions of paragraphs "4" or "5" of this agreement, (g) the resignation of Executive other than pursuant to the occurrence of an event constituting Good Reason (as hereinafter defined).

(iii) "Good Reason" shall mean (a) the Executive is assigned any duties or responsibilities, without his consent, that are materially inconsistent with his position, duties, responsibilities or status, (b) Hudson requires the Executive, without his consent, to be based at a location which is more than fifty (50) miles from Hudson's corporate headquarters, currently located at 275 North Middletown Road, Pearl River, New York 10965, (c) except as provided in paragraph "1.J." below, the Executive's annual base salary is reduced, except to the extent that the annual base salaries of all Named Executives (as defined below) are reduced due to the adverse financial condition of Hudson and further providing that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein, (d) the Executive's benefits are reduced, except to the extent that such reductions are made by Hudson on a company-wide basis and affect all Named Executives that participate in such benefits, (e) except as provided in paragraph "1.J." below, the Executive experiences in any year a reduction in bonus compensation or other incentive compensation, or a reduction in the ratio of the Executive's incentive compensation, bonus or other such payments to his base compensation, or a reduction in the method of calculation of the Executive's incentive compensation, bonus or other such payments if these benefits or payments are calculated other than as a percentage of base salary, except to the extent such reduction applies equally or proportionally, as the case may be, to all Named Executives of Hudson. An isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Hudson within ten (10) days after Hudson's receipt of notice thereof given by the Executive shall not constitute Good Reason.

(iv) "Budget" shall mean (a) as to Hudson, the projected annual and monthly revenues, expenses and net profit goals approved and accepted by Hudson's board of directors for the applicable fiscal year, and for each month individually in that fiscal year, and (b) as to Executive, all performance criteria capable of being measured on a month to month basis, if any, that have been established for the Executive under any bonus or other incentive compensation plan covering the applicable fiscal year.

(v) "Named Executive(s)" shall mean Kevin Zugibe, Brian Coleman, James Buscemi, Charles Harkins, and Stephen Mandracchia.

H. Hudson's obligation to pay the compensation and to make the arrangements provided in this paragraph "1" shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment or other right which Hudson may have against the Executive or anyone else, provided, however, that as a condition to payment of amounts under this paragraph "1", the Executive shall execute (i) a general release and waiver, in form and substance reasonably satisfactory to Hudson, of all claims relating to the Executive's employment by Hudson and the termination of such employment, including, without limitation, discrimination claims, employment-related tort claims, contract claims and claims under this Agreement (other than claims with respect to benefits under any tax-qualified retirement plans or continuation of coverage or benefits solely as required under ERISA), and (ii) an agreement expressly acknowledging and reaffirming the covenants and restrictions contained in paragraphs "4" and "5" below, and the remedies available to Hudson under paragraph "6" below.

I. All amounts payable by Hudson pursuant to this paragraph "1" shall be paid without notice or demand. The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made pursuant to this paragraph "1" and, except as provided in paragraph "6" below, the obtaining of any other employment shall not result in a reduction of Hudson's obligation to make the payments, benefits and arrangements required to be made under this paragraph "1".

J. Executive expressly acknowledges that the following shall not constitute "Good Reason" for purposes of this paragraph "1":

(i) Establishing a new or different bonus or incentive compensation plan(s) in any subsequent year based upon new or different criteria for calculating the applicability of, and the amount of any bonus or incentive compensation award due to the Executive, provided that any new or different bonus or incentive compensation plan, and any award under said plan, applies equally or proportionally, as the case may be, to all Named Executives; except that Hudson may establish separate performance criteria and payment amounts for awards under such plan for each Named Executive that are reasonably achievable and reasonably related to such Executive's normal duties and responsibilities;

(ii) A reduction of the Executive's bonus compensation or other incentive compensation that (a) results from Hudson operating at a level of performance below Hudson's Budget, (b) results from the Executive's failure or inability to attain, in whole or in part, any or all of the performance criteria established for the Executive under the said plan, (c) results from application of the terms of such bonus or incentive compensation plan, or (d) is based upon the Executive's performance, or non-performance, of his normal duties and responsibilities during the period covered by the bonus or incentive compensation plan including, without limitation, due to the Executive's Disability (as defined herein);

(iii) A reduction of the Executive's annual base salary based upon the Executive's performance, or non-performance, of his normal duties and responsibilities, provided that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein;

(iv) A reduction in the Executive's annual base salary pursuant to the provisions of paragraph "3" below.

2. **TERMINATION FOR CAUSE:** Hudson may at any time terminate the employment of the Executive for Cause (as defined in paragraph "1" above) upon five (5) days prior written notice to Executive. If Executive is terminated for cause, he shall be entitled to no Severance Benefits and shall be entitled to no bonus payment that might otherwise be owed to him even if he worked for the entire year. In the event of termination under this section, Hudson shall pay Executive all amounts which are then accrued but unpaid, including unpaid vacation as determined in accordance with Hudson's standard vacation policy, within thirty (30) days after the date of notice. Hudson shall have no further or additional liability to Executive.

3. **DISABILITY:** A. If Executive is unable to perform his services by reason of illness, injury or incapacity (hereinafter "Disabled" or "Disability"), he will continue to receive his base salary and all benefits for a period of eight (8) weeks after the commencement of the Disability. If Executive is unable to perform his services by reason of his Disability for a period of more than eight (8) consecutive weeks, the Executive's annual base salary during the continued period of Disability shall be reduced by twenty-five (25%) percent. Executive's full compensation shall be reinstated upon his return to employment and the discharge of his full duties. Hudson shall have the right to reduce the amount paid to the Executive pursuant to this paragraph "3" by an amount equal to any disability payments or benefits actually received by Executive under or pursuant to any disability program or supplemental disability insurance plan(s) provided by Hudson at Hudson's expense.

B. Notwithstanding the foregoing, Hudson may terminate the employment of Executive at any time after Executive has been Disabled for a continuous period of more than 120 calendar days. Termination of the Executive after the said 120 calendar period shall not be deemed a Termination for Cause (as defined in paragraph "1" above) and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment, except that, for purposes of such payments and benefits, the Severance Period shall be deemed to commence the date of the commencement of the Executive's Disability.

4. **CONFIDENTIALITY:** A. Executive expressly acknowledges and agrees as follows:

(i) Hudson expends a significant amount of funds annually on researching and developing solutions and proprietary techniques related to the products and services it offers or is seeking to offer, and has developed substantial confidential, proprietary, and trade secret information, and this confidential, proprietary, and trade secret information, if misused, disclosed, misappropriated or used by others, would be very injurious and result in irreparable harm to Hudson.

(ii) Hudson's Confidential Information (as hereinafter defined) constitute valuable commercial assets of Hudson and are not readily available to the general public or by any persons not employed by or otherwise associated in a position of trust with Hudson. Hudson keeps its Confidential Information confidential (other than to the extent filings are required for patents) by means of restrictions upon those to whom the information will become known prohibiting use or disclosure.

(iii) Executive's position with Hudson will provide the Executive with access to or knowledge of Hudson's Confidential Information.

(iv) Hudson's Confidential Information has or will become known to Executive only as a result of his employment with Hudson. To the extent that Executive was previously engaged, on his own or with others, in a business that provided the same or similar services as those provided by Hudson, Executive further acknowledges that such prior business knowledge and experience, and any familiarity with entities that are actual or potential customers for the business, shall not permit or allow Executive to contend that Hudson's Confidential Information is not confidential or should not be protected from use or misappropriation.

B. In light of the foregoing, Executive understands, acknowledges, and agrees to the following terms and conditions regarding Confidential Information.

(i) All Confidential Information is the property of Hudson, and Executive shall not, without the express written consent of Hudson, directly or indirectly use, disseminate, disclose, or in any way reveal, either during Executive's employment or at any time thereafter, all or any part of the Confidential Information, other than to use such Confidential Information for the purposes authorized by Hudson and only for the benefit of Hudson.

(ii) Hudson shall be the sole owner of, and Executive hereby assigns to Hudson, any and all property rights to all Intellectual Property (as hereinafter defined) made, conceived, originated, devised, discovered, invented, or developed before, during, or after the term of Executive's employment with Hudson, whether or not Executive was involved either alone or with others, if it was in whole or in part developed during the course of Executive's employment or by Executive's use of any property of Hudson. This ownership provision does not apply to creations of the Executive which are made in the Executive's own time, without the use of any Hudson resources, and which do not relate in any way to Hudson's business. Executive agrees to cooperate fully and assist Hudson or its designee in the performance of any lawful acts that Hudson at its discretion deems necessary, and to execute and deliver without charge any documents reasonably required by Hudson to secure any patent, copyright, trademark and other protection for Intellectual Property and improvements thereon, and to assign to and vest in Hudson the entire interest therein in the United States and all foreign countries.

(iii) Upon request by Hudson at any time, and upon termination from employment with Hudson, whichever is sooner, Executive shall immediately deliver to Hudson any and all information and property of Hudson in whatever form it exists, including but not limited to all Confidential Information, and all copies thereof or materials containing or derived from Confidential Information.

C. As used in this agreement: "Confidential Information" means all information not publicly-available (but including information that is publicly available as a result of a breach by Executive of paragraphs "4" and "5") and not generally known or used by Hudson's competitors or in the industry, and which could be harmful to Hudson if disclosed to persons outside of Hudson and which includes, but is not limited to:

(i) Intellectual Property (as hereinafter defined);

(ii) Technical information, such as, but not limited to: Hudson's plant organization and designs; product formulation, manufacturing, performance and processing data; and research and development results and plans;

(iii) Product information, such as, but not limited to: non-public details of Hudson's products and services, including (but not limited to) its existing refrigerant, decontamination, reclamation and recovery products and services, as well as those being developed; specialized equipment and training; product plans, drawings and specifications; and performance capabilities, strengths and weaknesses;

(iv) Strategic information, such as, but not limited to: Hudson's material costs; supplier and vendor information; overhead costs; pricing; profit margins; banking and financing information; and market penetration initiatives and strategies;

(v) Organizational information, such as, but not limited to: Hudson's personnel and salary data; information concerning the utilization of facilities; merger, acquisition and expansion information; and equipment utilization information; Hudson manuals, policies and procedures;

(vi) Marketing and sales information, such as, but not limited to: Hudson's licensing, marketing and sales techniques and data; customer lists; customer data, such as, but not limited to, their personnel, project, financial and account status, individual needs, historical purchases, contact information; product development and delivery schedules; market research and forecasts; and marketing and advertising plans, techniques and budgets; and

(vii) Advertising information, such as, but not limited to: Hudson's overall marketing policies; the specific advertising programs and strategies utilized by Hudson; and the success or lack of success of those programs and strategies.

D. As used in this agreement, "Intellectual Property" means all information concerning the evaluation, design, engineering, construction, marketing, and sales of the products and services provided by Hudson and which includes, but is not limited to: any and all patents, patents pendings, trademarks, copyrights, and any and all applications for same issued to and/or applied for by Hudson; any and technological (including software), educational, operational, and financial innovations, discoveries, inventions, designs, and formulae; tests; performance data; processes or production methods; improvements to all such property; and all recorded material defining, describing, illustrating, or documenting in any fashion, all such property, whether written or not and whether stored in plain, code or other form; without regard to whether such property is patentable, copyrightable, or subject to trade/service mark protection, and if patentable, copyrightable, or subject to trade/service mark protection, without regard to whether a patent, copyright, or trademark or service mark has been sought or obtained.

## 5. NON-COMPETITION / NON-SOLICITATION:

A. Executive expressly acknowledges and agrees as follows: Hudson compensates its Executives, among other things, to develop and to pursue, on Hudson's behalf, good relationships and goodwill with all customers and potential customers, whether developed by Executive or others within the Hudson organization; Hudson's Confidential Information, if used in competition with Hudson, or disclosed to a competitor of Hudson, would be very injurious to Hudson, resulting in irreparable harm to Hudson; by virtue of his position with Hudson, Executive will

be exposed to, acquire and develop knowledge of Confidential Information that Hudson uses throughout the country and elsewhere in the world, not just in the area of Executive's employment, in particular Confidential Information related to Hudson's customers, operations, and its suppliers; Executive is able to be gainfully employed by other employers, within a reasonable distance of Executive's place of employment with Hudson, in a variety of other industries and businesses that are engaged in businesses that do not involve and are not competitive with any part of Hudson's business.

B. In light of the foregoing, Executive agrees that, while Executive is employed by Hudson, and continuing until the expiration of the Covenant Period (as hereinafter defined):

(i) Executive shall not compete with Hudson, directly or indirectly, whether for Executive's own behalf or on behalf of or in conjunction with any other person, persons, company, partnership, corporation or business entity, whether for profit or not-for-profit, by (a) being employed by, participating in, or otherwise being materially connected in the conduct of any business activity that involves providing services that are like or similar to, or competitive with, any one or more of the products or services provided by Hudson, within the Restricted Territory (as hereinafter defined), or (b) calling upon, contacting, diverting, soliciting, or doing business for or with any "Client" of Hudson (as defined below) for the purpose of offering or providing any business or service that involves services that are competitive with or would replace or be a substitute for any one or more of the products and services provided by Hudson.

(ii) Executive shall not directly or indirectly, without the prior written consent of Hudson, (a) induce, solicit, entice, or encourage any officer, director, employee or other individual to leave his or her employment with Hudson, (b) induce, solicit, entice, or encourage any officer, director, employee or other individual to compete in any way with Hudson, or to violate the terms of any employment, non-competition, confidentiality or similar agreement with Hudson; or (c) employ, offer to employ, contract with, offer to contract with, or do business with any officer, director, employee or other individual who is employed by Hudson.

C. For purposes of this paragraph "5", the Covenant period shall be eighteen (18) months after the Executive's last day of the employment with Hudson, regardless of the reason underlying the termination of Executive's employment.

D. Executive acknowledges that many of Hudson's services are remedial in nature and, as such, its customers may utilize Hudson's services on an infrequent basis over an extended period of time, or following a protracted sales cycle. Executive also acknowledges that because of his position, he will likely have knowledge of all customers of Hudson through access to the Confidential Information, whether or not located within the Restricted Territory (as hereinafter defined). Accordingly, for purposes of this paragraph "5", the term "Client" shall mean any (a) potential customer of Hudson upon whom Executive called, or with whom Executive had contact, during the last eighteen (18) months of Executive's employment, (b) any potential customer as to whom Executive assisted in making an offer to provide services or as to whom Executive was involved in regard to planning, marketing, conducting, or overseeing the offer of Business Services to the potential customer, (c) any potential customer whose identity Executive learned during the last eighteen (18) months of Executive's employment with Hudson, or learned from Confidential Information at any time, or (d) any customer for whom Hudson has provided services or products to at any time during the thirty six (36) months preceding the last day of the Executive's employment with Hudson and whose identity as a Hudson customer Executive learned from Confidential Information at any time.

E. The Executive acknowledges that the nature of Hudson's business is such that it provides its services to customers over a large geographic area, and that Hudson services customers within a geographical radius in excess of three hundred (300) miles from each of Hudson's locations. Accordingly, the "Restricted Territory" is defined as a three (300) mile radius of each of the Hudson's places of business located in the following cities: Pearl River, New York; Champaign, Illinois; Charlotte, North Carolina; Baton Rouge, Louisiana; Seattle, Washington; Dallas, Texas; Phoenix, Arizona.

F. In order to assure Hudson of the full eighteen (18) months of the covenant period within which to protect its goodwill and to prevent Executive from unfairly benefiting by violations of this paragraph "5", the provisions and requirements of this paragraph "5" shall be extended for a period of time beyond the Covenant Period equal in length to the total length of time during which Executive is in violation of any one or more provisions of this Section.

G. In the event it is determined by a Court or other authority of competent jurisdiction that any provision, or portion of a provision, of this paragraph "5" is not enforceable under the law governing this Agreement, the unenforceable provision or portion thereof may be stricken, and the remainder of the provision and of this paragraph "5" shall be valid and fully enforceable, in all respects. Further, if any provision of this Agreement is found to be overbroad or unenforceable, the court or other authority with competent jurisdiction is expressly authorized to conform the provision to the extent necessary to remedy any deficiency and render it valid and enforceable. No portion of this Agreement may be amended except in a form of writing signed by both parties or their representatives.

H. In addition to his continued employment and the provisions of paragraphs "1", "2" and "3" above, Hudson has made a lump sum cash payment to Executive in the amount of three thousand, five hundred (\$3,500.00) dollars, and has delivered to Executive 7,400 stock options issued under the Company's 1997 Stock Option Plan, which options shall become exercisable and vest immediately upon issuance and shall remain exercisable following the Termination of Employment until (i) one year after the expiration of the Severance Period, (ii) one year after termination of Severance Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, whichever first occurs. Executive hereby acknowledges receipt of that lump sum payment and of the stock options, and specifically acknowledges and agrees that the payment and the options constitute good, valuable and sufficient consideration for the covenants and restrictions contained in this paragraph "5".

## 6. REMEDIES:

A. In the event that Executive breaches any term or provision of paragraphs "4" or "5" of this Agreement, Hudson shall be immediately, permanently and irreparably damaged and shall be entitled, in addition to, and without limiting Hudson's right to, any and all other legal and

equitable remedies and damages, (i) to a temporary restraining order ex parte, to a preliminary injunction, and to a permanent injunction, to restrain Executive's actions or the actions of others acting on Executive's behalf, (ii) to terminate all future Severance Benefits through the remainder of the Severance Period, and (iii) to recover from the Executive all Severance Benefits actually paid to the Executive, including any costs or expenses actually incurred by Hudson in providing such Severance Benefits. Executive agrees that Executive will not be damaged by enforcement of this covenant as Executive can obtain many other types of gainful employment without violating the provisions of paragraphs "4" or "5", so that no bond shall be required, and if the Court requires a bond to be posted, it shall not exceed \$500.00.

B. All of Executive's covenants and obligations under paragraphs "4" and "5" of this Agreement shall survive, and shall remain enforceable, for so long as Executive is employed and after termination of employment for any reason, and shall survive despite future promotions, raises, changes in position or compensation, demotions, and the execution of new agreements with Hudson, and shall inure to the benefit of Hudson's successors and assigns, unless Hudson executes in writing an agreement expressly terminating the covenants of paragraphs "4" and "5".

C. Hudson and Executive shall each bear and be responsible for their own attorneys' fees, expenses and disbursements incurred in any litigation brought by either party to enforce or interpret any provision contained in paragraphs "4" or "5" of this Agreement.

7. **NOTICES:** All notices required or permitted to be given under this agreement shall be sufficient if in writing and if sent by certified mail, return receipt requested, to the Executive at his residence, and to Hudson at its principal office located at 275 North Middletown Road, Pearl River, New York 10965, attention Chief Executive Officer, or at such other address as any party specifies by giving proper notice.

8. **SUCCESSORS:** This agreement shall be binding upon and shall inure to the benefit of the Executive and his estate. Neither this Agreement nor any rights hereunder shall be assignable by the Employee.

This Agreement shall be freely assignable by Hudson to, and shall inure to the benefit of, and be binding upon, any successor corporation or affiliate of a successor corporation, and all references in this agreement to Hudson shall include its subsidiaries and affiliates and any successors, affiliates of successors or assigns of Hudson. As used herein, the term "successor" shall mean any person, firm, corporation or business entity or affiliate thereof which at any time, whether by merger, purchase or otherwise, directly or indirectly acquires all or substantially all of the assets or the business of Hudson, including any entity that shall be the surviving corporation in a merger with Hudson.

9. **EMPLOYMENT AT WILL; CONSEQUENCES OF TERMINATION:** Nothing herein shall be deemed to create an agreement for employment of Executive for any specified term or period of time. Hudson expressly agrees that at any time the Executive may resign or otherwise terminate his or her employment with Hudson, for any reason or for no reason, subject to the provisions contained herein. Likewise, the Executive expressly agrees that at any time Hudson may terminate the employment of the Executive for any reason or for no reason, subject to the provisions contained herein.

10. **INDEMNIFICATION:** In the event that any litigation shall be brought to enforce or interpret any provision contained in paragraphs "1", "2" or "3" of this Agreement, then, provided that the Executive prevails to any extent, Hudson shall reimburse or indemnify the Executive for the Executive's reasonable attorneys' fees, expenses and disbursements incurred in such litigation, including the costs of enforcement.

11. **CONTROLLING LAW:** This Agreement and all other issues regarding the employment of the Employee shall be governed by the laws of the State of New York, without reference to its conflicts of law principles.

12. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding of the parties regarding the employment of the Executive, and all prior or contemporaneous agreements, representations, or understanding are expressly superseded by, and do not survive this Agreement. Executive has not relied upon any inducement, promise, representation, or assurance, other than those expressly set out herein. Except as expressly permitted herein, this Agreement may not be modified or amended except in writing signed by all parties hereto.

IN WITNESS THEREOF, the parties have executed this agreement as of the date written above.

Hudson Technologies, Inc. Hudson Technologies of Tennessee dba

Hudson Technologies Company

By: /s/ Brian F. Coleman By: /s/ Brian F. Coleman



/s/ Stephen P. Mandracchia

Stephen P. Mandracchia

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment"), is made this 29th day of December, 2008, by and between Hudson Technologies, Inc., PO Box 1541, One Blue Hill Plaza, Pearl River, New York 10965, Hudson Technologies of Tennessee, dba Hudson Technologies Company, PO Box 1541, One Blue Hill Plaza, Pearl River, New York 10965 (hereinafter Hudson Technologies, Inc. and Hudson Technologies of Tennessee, dba Hudson Technologies Company are collectively referred to herein as "Hudson") and Stephen P. Mandracchia, residing at 2 Heritage Court, Warwick, New York 10990 (the "Executive").

WHEREAS, Hudson and the Executive entered into an Agreement dated October 10, 2006, and desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph "1", entitled "TERMINATION", is hereby deleted in its entirety and a new Paragraph "1" inserted in its place which shall read as follows:

"1. TERMINATION: The following payments and benefits (hereinafter "Severance Benefits") will be provided to the Executive by Hudson in the event of a Termination of Employment (as hereinafter defined) of the Executive:

A. Executive will continue to receive his annual base salary, based upon his annual base salary in effect as of the date of his Termination of Employment (as hereinafter defined), for a period of eighteen (18) months (the "Severance Period"), in accordance with Hudson's normal payroll practice in effect as of the date of this Agreement. Hudson shall deduct from Executive's continuing payroll all normal tax withholdings and deductions which Hudson is required by law to make. The initial payment shall be made within the forty-five (45) day period following the Executive's Termination of Employment and the Executive shall have no right to designate the taxable year of payment.

B. Within the forty-five (45) day period following the Executive's Termination of Employment, Hudson will pay to the Executive a lump sum payment in an amount equal to a pro rata bonus through the date of Termination of Employment (the "Pro-Rata Bonus"). For purposes of this paragraph "1.B", the Pro-Rata Bonus shall be an amount equal to the highest bonus earned by the Executive in any calendar year within the three (3) calendar years immediately preceding the date of Termination of Employment, pro rated for the period served during the year in which the Termination of Employment occurs. Hudson shall deduct from this bonus payment all normal tax withholdings and deductions which Hudson is required by law to make. The Executive shall have no right to designate the taxable year of payment.

Notwithstanding the foregoing, Hudson shall not be obligated to pay the Pro-Rata Bonus to the Executive if as of the date of Termination of Employment (i) Hudson is operating at a level of performance, on a year to date basis, below Hudson's net profit goals as established by Hudson's Budget (as hereinafter defined), or (ii) the Executive is acting at a level of performance, on a year to date basis, such that he has not achieved all of the performance criteria established by the Executive's Budget (as hereinafter defined). For purposes of this subparagraph "1.B", Hudson shall prepare a profit and loss statement showing Hudson's total year to date net profit as of the close of business the day prior to the date of Termination of Employment, and as compared to the net profit under Hudson's Budget (the "Interim P&L").

C. Within the forty-five (45) day period following the Executive's Termination of Employment, Hudson will pay to the Executive a lump sum payment for the Executive's unused vacation for the year in which the Termination of Employment occurs, equal to the number of prorata unused vacation days on the date of Termination of Employment, as determined in accordance with Hudson's standard vacation policy, multiplied by the Executive's daily base salary on the date of Termination of Employment. Hudson shall deduct from this payment all normal tax withholdings and deductions which Hudson is required by law to make. The Executive shall have no right to designate the taxable year of payment.

D. The Executive's participation in life, health and dental insurance, disability insurance, and any other benefits (the "Benefits") provided by Hudson to the Executive as of the date of the Termination of Employment shall be continued, or essentially equivalent benefits provided by Hudson, for the entire Severance Period or until otherwise terminated by the Executive, on the same terms, conditions and costs as if the Executive continued in the employ of Hudson. To the extent Benefits include health and dental insurance, such Benefits shall be provided as COBRA continuation coverage, and not in addition to COBRA. Notwithstanding the foregoing, to the extent Benefit coverages provided to the Executive under this Section are taxable to the Executive, Hudson's obligation hereunder shall not exceed the applicable dollar amount under Section 402(g)(1) (B) of the Internal Revenue Code of 1986, as amended determined as of the year in which the Executive's "Separation of Service" occurs which is exempt under Treasury Reg. Section 1.409A-1(b)(9)(v)(D) (Limited Payment).

E. All stock options, stock appreciation rights, and any similar rights which the Executive holds on the date of Termination of Employment shall become fully vested and be exercisable on the date of Termination of Employment, and shall remain

exercisable following the Termination of Employment until (i) expiration of the Severance Period, (ii) termination of Severance Benefits pursuant to paragraph "6" below, or (iii) expiration of the original term of the stock option, stock appreciation right or similar right, whichever first occurs. No extension of an exercise period under this Agreement shall extend to a date that would cause such stock option, stock appreciation right or similar right to be subject to Code Section 409A.

F. For purposes of this agreement, the following definitions will apply:

(i) A "Termination of Employment" shall take place in the event that the Executive's employment is terminated (a) by Hudson without Cause (as hereinafter defined) or (b) by the Executive following an event constituting Good Reason (as hereinafter defined).

(ii) "Cause" shall exist if the act(s) or conduct of the Executive make it unreasonable to require Hudson to continue to retain Executive in its employment, such as, but not limited to, (a) the Executive's willful and continued refusal to perform, or the Executive's willful and continued neglect of, the substantive duties of his position, (b) any willful act or omission by the Executive constituting dishonesty, fraud or other malfeasance, (c) material nonconformance with Hudson's standard business practices and policies, including but not limited to violation of Hudson's Code of Business Conduct and Ethics or Hudson's Substance Abuse Policy, (d) any act or omission by the Executive which has a material adverse affect upon the financial condition or business reputation of Hudson, (e) the Executive's conviction of a felony, or any crime involving moral turpitude, dishonesty or theft, under the laws of the United States or any state thereof or any other jurisdiction in which Hudson conducts business, (f) breach of the provisions of paragraphs "4" or "5" of this agreement, (g) the resignation of Executive other than pursuant to the occurrence of an event constituting Good Reason (as hereinafter defined).

(iii) "Good Reason" shall mean (a) the Executive is assigned any duties or responsibilities, without his consent, that are materially inconsistent with his position, duties, responsibilities or status, (b) Hudson requires the Executive, without his consent, to be based at a location which is more than fifty (50) miles from Hudson's corporate headquarters, currently located at One Blue Hill Plaza, Pearl River, New York 10965, (c) except as provided in paragraph "1.I." below, the Executive's annual base salary is reduced, except to the extent that the annual base salaries of all Named Executives (as defined below) are reduced due to the adverse financial condition of Hudson and further providing that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein, (d) the Executive's benefits are reduced and such reduction results in a material reduction in the Executive's total compensation, except to the extent that such reductions are made by Hudson on a company-wide basis and affect all Named Executives that participate in such benefits, (e) except as provided in paragraph "1.I." below, the Executive experiences in any year a reduction in bonus compensation or other incentive compensation, or a reduction in the ratio of the Executive's incentive compensation, bonus or other such payments to his base compensation, or a reduction in the method of calculation of the Executive's incentive compensation, bonus or other such payments if these benefits or payments are calculated other than as a percentage of base salary, except to the extent such reduction applies equally or proportionally, as the case may be, to all Named Executives of Hudson. Good Reason shall not be deemed to exist unless the Executive's Termination of Employment for Good Reason occurs within ninety (90) days following the initial existence of one of the foregoing conditions, the Executive provides Hudson with written notice of the existence of such condition(s) within thirty (30) days after the initial existence of the condition(s), and Hudson fails to remedy the condition within thirty (30) days after its receipt of such notice. An isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Hudson within ten (10) days after Hudson's receipt of notice thereof given by the Executive shall not constitute Good Reason.

(iv) "Budget" shall mean (a) as to Hudson, the projected annual and monthly revenues, expenses and net profit goals approved and accepted by Hudson's board of directors for the applicable fiscal year, and for each month individually in that fiscal year, and (b) as to Executive, all performance criteria capable of being measured on a month to month basis, if any, that have been established for the Executive under any bonus or other incentive compensation plan covering the applicable fiscal year.

(v) "Named Executive(s)" shall mean Kevin Zugibe, Brian Coleman, James Buscemi, Charles Harkins, and Stephen Mandracchia.

G. Hudson's obligation to pay the compensation and to make the arrangements provided in this paragraph "1" shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment or other right which Hudson may have against the Executive or anyone else; provided, however, that as a condition to payment of amounts under this paragraph "1", within thirty (30) days of the Executive's Termination of Employment, the Executive shall have (i) executed and not revoked a general release and waiver, in form and substance reasonably satisfactory to Hudson, of all claims relating to the Executive's employment by Hudson and the termination of such employment, including, without limitation, discrimination claims (including without limitation age discrimination), employment-related tort claims, contract claims and claims under this Agreement (other than claims with respect to benefits under any tax-qualified retirement plans or continuation of coverage or benefits solely as required under ERISA), and (ii) executed an agreement expressly acknowledging and reaffirming the covenants and restrictions contained in paragraphs "4" and "5" below, and the remedies available to Hudson under paragraph "6" below.

H. All amounts payable by Hudson pursuant to this paragraph "1" shall be paid without notice or demand. The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made pursuant to this paragraph "1" and, except as provided in paragraph "6" below, the obtaining of any other employment shall not result in a reduction of Hudson's obligation to make the payments, benefits and arrangements required to be made under this paragraph

"1".

I. Executive expressly acknowledges that the following shall not constitute "Good Reason" for purposes of this paragraph "1":

(i) Establishing a new or different bonus or incentive compensation plan(s) in any subsequent year based upon new or different criteria for calculating the applicability of, and the amount of any bonus or incentive compensation award due to the Executive, provided that any new or different bonus or incentive compensation plan, and any award under said plan, applies equally or proportionally, as the case may be, to all Named Executives; except that Hudson may establish separate performance criteria and payment amounts for awards under such plan for each Named Executive that are reasonably achievable and reasonably related to such Executive's normal duties and responsibilities;

(ii) A reduction of the Executive's bonus compensation or other incentive compensation that (a) results from Hudson operating at a level of performance below Hudson's Budget, (b) results from the Executive's failure or inability to attain, in whole or in part, any or all of the performance criteria established for the Executive under the said plan, (c) results from application of the terms of such bonus or incentive compensation plan, or (d) is based upon the Executive's performance, or non-performance, of his normal duties and responsibilities during the period covered by the bonus or incentive compensation plan including, without limitation, due to the Executive's Disability (as defined herein);

(iii) A reduction of the Executive's annual base salary based upon the Executive's performance, or non-performance, of his normal duties and responsibilities, provided that the Executive's annual base salary may not be reduced to a level that is less than ninety (90%) percent of the Executive's annual base salary as of the date herein;

(iv) A reduction in the Executive's annual base salary pursuant to the provisions of paragraph "3" below.

2. Paragraph "3", entitled "DISABILITY", is hereby deleted in its entirety and a new Paragraph "3" inserted in its place which shall read as follows:

### "3. SICK LEAVE

A. If with or without reasonable accommodation Executive is physically or mentally unable to perform his duties, or is otherwise absent for medical reasons, Hudson shall continue to pay base salary and provide benefits to the Executive ("Sick Leave"). However, if a continuous period of Sick Leave exceeds eight (8) consecutive weeks, Hudson's obligation with regard to base salary upon the expiration of the eight (8) consecutive weeks shall be limited to paying 75% of base salary. If the Executive returns to full service, his full base salary shall be reinstated to the pre-adjustment amount. As a condition to the receipt of the foregoing base salary and benefits, the Executive agrees that he shall provide Hudson such information as Hudson may reasonably request from time to time to permit Hudson to make a determination that the Executive is entitled to sick pay under this provision. Hudson shall reduce the amount paid to the Executive during such Sick Leave by an amount equal to any disability payments or benefits actually received by Executive under or pursuant to any disability program or supplemental disability insurance plan(s) provided by Hudson at Hudson's expense unless such reduction results in a violation of Code Section 409A.

B. Notwithstanding the foregoing, Hudson may terminate the employment of Executive at any time after Executive's continuous period of Sick Leave exceeds 120 calendar days. Termination of the Executive after the said 120 calendar period shall not be deemed a Termination for Cause (as defined in paragraph "1" above") and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary, and for purposes of such payments and benefits, the Severance Period shall be deemed to commence as of the date of the Termination of Employment resulting under this paragraph "3.B."

C. Notwithstanding anything to the contrary contained herein, in the event that during the period the Executive is on Sick Leave, and prior to any Termination of Employment pursuant to paragraph "3.B.", there is deemed a "Separation from Service" (as that term is defined in Section 409A of the Internal Revenue Code for purposes of a permissible event), Hudson and the Executive agree that such Separation of Service shall be treated as a Termination of Employment. Such Termination shall not be deemed a Termination for Cause (as defined in paragraph "1" above") and shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary, provided that, for purposes of such payments and benefits, the Severance Period shall commence as of the date of the Separation from Service as described in this paragraph "3.C", and shall be based upon Executive's full base salary.

D. Notwithstanding anything to the contrary contained herein, in the event that during the period the Executive is on Sick Leave, and prior to any Termination of Employment pursuant to paragraph "3.B." or any Separation from Service pursuant to paragraph "3.C.", the Executive becomes "Disabled," (as defined in Code Section 409A for purposes of a permissible payment event) Hudson and the Executive agree that the Executive's Disability shall entitle the Executive to receive the payments and benefits provided by Paragraph "1" upon Termination of Employment based upon Executive's full base salary. For purposes of such payments and benefits, the Severance Period shall commence as of the date of the Disability as described in this paragraph "3.D".

3. Paragraph "7", entitled "NOTICES" is hereby amended to provide that all notices shall be sent to Hudson at its principal office located at PO Box 1541, One Blue Hill Plaza, 14<sup>th</sup> Floor, Pearl River, New York 10965, and except as so amended, all other provisions of Paragraph "7" shall remain in full force and effect.

4. A new Paragraph "13", entitled "COMPLIANCE WITH CODE SECTION 409A", is hereby added to the Agreement to read as follows:

"13. COMPLIANCE WITH CODE SECTION 409A:

A. It is the intention of Hudson and the Executive that the payments, benefits and rights to which the Executive could be entitled pursuant to this Agreement comply with Code Section 409A of the Internal Revenue Code of 1986, as amended ("Code"), the Treasury regulations and other guidance promulgated or issued thereunder ("Section 409A"), to the extent that the requirements of Section 409A are applicable thereto, and after application of all available exemptions, including but not limited to, the "short-term deferral rule" and "involuntary separation pay plan exception" and the provisions of this Agreement shall be construed in a manner consistent with that intention. If any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Code Section 409A, Hudson shall, upon the specific request of the Executive, use its reasonable business efforts to in good faith reform such provision to comply with Code Section 409A; provided, that to the maximum extent practicable, the original intent and economic benefit to the Executive and Hudson of the applicable provision shall be maintained, but Hudson shall have no obligation to make any changes that could create any additional economic cost or loss of benefit to Hudson. Hudson shall not have any liability to the Executive with respect to tax obligations that result from the application of Code Section 409A and makes no representation with respect to the tax treatment of the payments and/or benefits provided under this Agreement. Any provision required for compliance with Section 409A that is omitted from this Agreement shall be incorporated herein by reference and shall apply retroactively, if necessary, and be deemed a part of this Agreement to the same extent as though expressly set forth herein.

B. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expense eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

C. For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which the Executive is entitled under this Agreement shall be treated as a separate payment within the meaning of Section 409A. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

D. Neither Hudson nor the Executive, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

E. If and to the extent required to comply with Section 409A, a Termination of Employment, as defined above, shall not be deemed to have occurred for purposes of this Agreement providing for the payment of any amounts or benefits upon or following a Termination of Employment unless such termination is also a "Separation from Service" within the meaning of Section 409A (excluding death) and, for purposes of any provision of this Agreement, references to Termination of Employment, "termination," "termination of employment" or like terms shall mean "Separation from Service" (excluding death).

F. If the Executive is deemed on the date of termination of his employment to be a "specified employee," within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by Hudson from time to time, or if none, the default methodology, then with regard to any payment or the providing of any benefit subject to this Section, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), and any other payment or the provision of any other benefit that is required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment or benefit shall not be made or provided prior to the earlier of (i) the expiration of the six-month period measured from the date of the Executive's Separation from Service or (ii) the date of the Executive's death. In this regard, it is the intention and understanding of Hudson and the Executive that payments made following a Termination of Employment under Paragraph "1" shall be exempt under the "short-term deferral rule" and "involuntary separation pay plan exception", and other applicable exceptions, from the requirements of Code Section 409A(a)(2)(B), and are not required and shall not be delayed. Absent such exception, on the first day of the seventh month following the date of Executive's Separation from Service or, if earlier, on the date of his death, all payments delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. The determination of whether the Executive is a "specified employee" shall be made by Hudson in good faith applying Section 409A.

(CONTINUED ON NEXT PAGE)

5. Except as amended herein, all other provisions set forth and contained in the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this agreement as of the date written above.

Hudson Technologies, Inc. Hudson Technologies of Tennessee dba

Hudson Technologies Company

By: /s/ Kevin J. Zugibe By: /s/ Kevin J. Zugibe

/s/ Stephen P. Mandracchia

Stephen P. Mandracchia

## INCENTIVE STOCK OPTION AGREEMENT

### HUDSON TECHNOLOGIES, INC.

AGREEMENT made as of the *(insert date)* (the "Grant Date") between Hudson Technologies, Inc. (the "Company"), a New York corporation, having a principal place of business at PO Box 1541, One Blue Hill Plaza, 14<sup>th</sup> Floor, Pearl River, New York 10965, and *(insert name of Grantee)* (the "Grantee").

WHEREAS, the Company desires to grant to the Grantee an Incentive Stock Option to purchase shares of its common stock, par value \$.01 per share (the "Shares"), under and for the purposes of the 2008 Stock Incentive Plan of the Company (the "Plan") pursuant to the terms thereof;

WHEREAS, the Company and the Grantee understand and agree that unless otherwise defined herein any terms used herein have the same meanings as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows:

1. Grant of Option. The Company hereby grants to the Grantee the right and option to purchase all or any part of an aggregate of *(insert number of shares)* shares, Common Stock, \$.01 par value, on the terms and conditions and subject to all the limitations set forth herein and in the Plan, which is incorporated herein by reference. The Grantee acknowledges receipt of a copy of the Plan.
2. Purchase Price. The purchase price of the Shares covered by the Option shall be *(insert price per share)* per share.
3. Exercise of Option. The Option granted hereby shall vest as of the Grant Date and be exercisable as of *(insert date of grant)*.
4. Term of Option. The option shall terminate *(insert term)* years from the date of this Agreement, but shall be subject to earlier termination as provided herein or in the Plan.

If the Grantee ceases to be employed by the Company for any reason other than death, termination for cause or voluntary termination without the consent of the Company, the Option may be exercised at any time within three (3) months days after the date the Grantee ceases to be an employee, but in any event not later than the date on which the option terminates under this Agreement. In such event, the Option shall be exercisable only to the extent that the right to purchase Shares under the Plan has accrued and is in effect at the date of such cessation of employment.

In the event that the Grantee is terminated for cause or voluntarily terminates without the consent of the Company, the options granted under this Agreement, to the extent not theretofore exercised, shall automatically terminate as of the date of termination of the Grantee's employment. In the event of disability of the Grantee (as determined by the Board of Directors of the Company or the Compensation and Stock Option Committee of the Company, as the case may be, and as to the fact and date of which the Grantee is notified by the Board or that Committee, as the case may be, in writing), the Option shall be exercisable within one (1) year after the date of such disability, but in any event not later than the date on which the option terminates under this Agreement. In such event, the Option shall be exercisable to the extent that the right to purchase the Shares hereunder has accrued on the date the Grantee becomes disabled, and is in effect as of such determination date.

In the event of the death of the Grantee while an employee of the Company or within ninety (90) days after the termination of employment (other than termination for cause or without consent of the Company), the Option shall be exercisable to the extent exercisable but not exercised as of the date of death and in such event, the Option must be exercised, if at all, within one (1) year after the date of death of the Grantee, but in any event not later than the date on which the option terminates under this Agreement

5. Non-Assignability. The Option shall not be transferable by the Grantee otherwise than by will or by the laws of descent and distribution and shall be exercisable, during the Grantee's lifetime, only by the Grantee. The Option shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of the Option or of any rights granted hereunder contrary to the provisions of this Section 5, or the levy of any attachment or similar process upon the Option or such right, shall be null and void.

6. Exercise of Option and Issue of Shares. The Option may be exercised in whole or in part (to the extent that it is exercisable in accordance with its terms) by giving written notice to the Company, together with the tender of the Option price. Such written notice shall be signed by the person exercising the Option, shall state the number of Shares with respect to which the Option is being exercised, shall contain any warranty required by Section 7 below and shall otherwise comply with the terms and conditions of this Agreement and the Plan. The Company shall pay all original issue taxes with respect to the issue of the Shares pursuant hereto and all other fees and expenses necessarily incurred by the Company in connection herewith. Except as specifically set forth herein, the holder acknowledges that any income or other taxes due from him or her with respect to this Option or the Shares issuable pursuant to this Option shall be the responsibility of the holder. The holder of this Option shall have rights as a shareholder only with respect to any Shares covered by the Option after due exercise of the Option and tender of the full exercise price for the Shares being purchased pursuant to such exercise.

7. Purchase for Investment. Unless the offering and sale of the Shares to be issued upon the particular exercise of the Option shall have

been effectively registered under the Securities Act of 1933, as now in force or hereafter amended, or any successor legislation (the "Act"), the Company shall be under no obligation to issue the Shares covered by such exercise unless and until the following conditions have been fulfilled:

(a) The person(s) who exercise the Option shall warrant to the Company, at the time of such exercise, that such person(s) are acquiring such Shares for his or her own account, for investment and not with a view to, or for sale in connection with, the distribution of any such Shares, in which event the person(s) acquiring such Shares shall be bound by the provisions of the following legend which shall be endorsed upon the certificate(s) evidencing their option Shares issued pursuant to such exercise:

"The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"). Such shares may not be sold, transferred or otherwise disposed of unless they have first been registered under the Act or, unless, in the opinion of counsel satisfactory to the Company's counsel, such registration is not required."

(b) The Company shall have received an opinion of its counsel that the Shares may be issued upon such particular exercise in compliance with the Act without registration thereunder. Without limiting the generality of the foregoing, the Company may delay issuance of the Shares until completion of any action or obtaining of any consent, which the Company deems necessary under any applicable law (including without limitation state securities or "blue sky" laws).

8. Notices. Any notices required or permitted by the terms of this Agreement or the Plan shall be given by registered or certified mail, return receipt requested, and sent, if the Company, at its principal executive offices, and if the Grantee, at the Grantee's most current residence address as reflected in the records of the Company or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given when mailed in accordance with the foregoing provisions. Either party hereto may change the address of which notices shall be given by providing the other party hereto with written notice of such change.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the law of the State of New York.

10. Benefit of Agreement. This Agreement shall be for the benefit of and shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand, all as of the day and year first above written.

HUDSON TECHNOLOGIES, INC.

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*(insert name and title of Company officer)*

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*(insert Grantee's name)*, Grantee

## INCENTIVE STOCK OPTION AGREEMENT

### HUDSON TECHNOLOGIES, INC.

AGREEMENT made as of the *(insert date)* (the "Grant Date") between Hudson Technologies, Inc. (the "Company"), a New York corporation, having a principal place of business at PO Box 1541, One Blue Hill Plaza, 14<sup>th</sup> Floor, Pearl River, New York 10965, and *(insert name of Grantee)* (the "Grantee").

WHEREAS, the Company desires to grant to the Grantee an Incentive Stock Option to purchase shares of its common stock, par value \$.01 per share (the "Shares"), under and for the purposes of the 2008 Stock Incentive Plan of the Company (the "Plan") pursuant to the terms thereof;

WHEREAS, the Company and the Grantee understand and agree that unless otherwise defined herein any terms used herein have the same meanings as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows:

- Grant of Option. The Company hereby grants to the Grantee the right and option to purchase all or any part of an aggregate of *(insert number of shares)* shares, Common Stock, \$.01 par value, on the terms and conditions and subject to all the limitations set forth herein and in the Plan, which is incorporated herein by reference. The Grantee acknowledges receipt of a copy of the Plan.
- Purchase Price. The purchase price of the Shares covered by the Option shall be *(insert price per share)* per share.
- Exercise of Option. The Options granted hereby shall vest and be exercisable as follows:

<u>Amount</u> <i>insert</i>	<u>Date Vested*</u>	<u>Date Exercisable*</u>
	4/1/09	4/1/09
	7/1/09	7/1/09
	10/1/09	10/1/09
	1/1/10	1/1/10
	4/1/10	4/1/10
	7/1/10	7/1/10
	10/1/10	10/1/10
	1/1/11	1/1/11

*\* illustrative of typical vesting schedule, where options vest quarterly over two years.*

- Term of Option. The option shall terminate *(insert term)* years from the date of this Agreement, but shall be subject to earlier termination as provided herein or in the Plan.

If the Grantee ceases to be employed by the Company for any reason other than death, termination for cause or voluntary termination without the consent of the Company, the Option may be exercised at any time within three (3) months days after the date the Grantee ceases to be an employee, but in any event not later than the date on which the option terminates under this Agreement. In such event, the Option shall be exercisable only to the extent that the right to purchase Shares under the Plan has accrued and is in effect at the date of such cessation of employment.

In the event that the Grantee is terminated for cause or voluntarily terminates without the consent of the Company, the options granted under this Agreement, to the extent not theretofore exercised, shall automatically terminate as of the date of termination of the Grantee's employment. In the event of disability of the Grantee (as determined by the Board of Directors of the Company or the Compensation and Stock Option Committee of the Company, as the case may be, and as to the fact and date of which the Grantee is notified by the Board or that Committee, as the case may be, in writing), the Option shall be exercisable within one (1) year after the date of such disability, but in any event not later than the date on which the option terminates under this Agreement. In such event, the Option shall be exercisable to the extent that the right to purchase the Shares hereunder has accrued on the date the Grantee becomes disabled, and is in effect as of such determination date.

In the event of the death of the Grantee while an employee of the Company or within ninety (90) days after the termination of employment (other than termination for cause or without consent of the Company), the Option shall be exercisable to the extent exercisable but not exercised as of the date of death and in such event, the Option must be exercised, if at all, within one (1) year after the date of death of the Grantee, but in any event not later than the date on which the option terminates under this Agreement



5. Non-Assignability. The Option shall not be transferable by the Grantee otherwise than by will or by the laws of descent and distribution and shall be exercisable, during the Grantee's lifetime, only by the Grantee. The Option shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of the Option or of any rights granted hereunder contrary to the provisions of this Section 5, or the levy of any attachment or similar process upon the Option or such right, shall be null and void.

6. Exercise of Option and Issue of Shares. The Option may be exercised in whole or in part (to the extent that it is exercisable in accordance with its terms) by giving written notice to the Company, together with the tender of the Option price. Such written notice shall be signed by the person exercising the Option, shall state the number of Shares with respect to which the Option is being exercised, shall contain any warranty required by Section 7 below and shall otherwise comply with the terms and conditions of this Agreement and the Plan. The Company shall pay all original issue taxes with respect to the issue of the Shares pursuant hereto and all other fees and expenses necessarily incurred by the Company in connection herewith. Except as specifically set forth herein, the holder acknowledges that any income or other taxes due from him or her with respect to this Option or the Shares issuable pursuant to this Option shall be the responsibility of the holder. The holder of this Option shall have rights as a shareholder only with respect to any Shares covered by the Option after due exercise of the Option and tender of the full exercise price for the Shares being purchased pursuant to such exercise.

7. Purchase for Investment. Unless the offering and sale of the Shares to be issued upon the particular exercise of the Option shall have been effectively registered under the Securities Act of 1933, as now in force or hereafter amended, or any successor legislation (the "Act"), the Company shall be under no obligation to issue the Shares covered by such exercise unless and until the following conditions have been fulfilled:

(a) The person(s) who exercise the Option shall warrant to the Company, at the time of such exercise, that such person(s) are acquiring such Shares for his or her own account, for investment and not with a view to, or for sale in connection with, the distribution of any such Shares, in which event the person(s) acquiring such Shares shall be bound by the provisions of the following legend which shall be endorsed upon the certificate(s) evidencing their option Shares issued pursuant to such exercise:

"The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"). Such shares may not be sold, transferred or otherwise disposed of unless they have first been registered under the Act or, unless, in the opinion of counsel satisfactory to the Company's counsel, such registration is not required."

(b) The Company shall have received an opinion of its counsel that the Shares may be issued upon such particular exercise in compliance with the Act without registration thereunder. Without limiting the generality of the foregoing, the Company may delay issuance of the Shares until completion of any action or obtaining of any consent, which the Company deems necessary under any applicable law (including without limitation state securities or "blue sky" laws).

8. Notices. Any notices required or permitted by the terms of this Agreement or the Plan shall be given by registered or certified mail, return receipt requested, and sent, if the Company, at its principal executive offices, and if the Grantee, at the Grantee's most current residence address as reflected in the records of the Company or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given when mailed in accordance with the foregoing provisions. Either party hereto may change the address of which notices shall be given by providing the other party hereto with written notice of such change.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the law of the State of New York.

10. Benefit of Agreement. This Agreement shall be for the benefit of and shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand, all as of the day and year first above written.

HUDSON TECHNOLOGIES, INC.

---

*(insert name and title of Company officer)*

---

*(insert Grantee's name), Grantee*

## NON-QUALIFIED STOCK OPTION AGREEMENT

### HUDSON TECHNOLOGIES, INC.

AGREEMENT made as of this *(insert date)* (the "Grant Date") between Hudson Technologies, Inc. (the "Company"), a New York corporation, having a principal place of business in Pearl River, New York, and *(insert name of Grantee)* (the "Grantee").

WHEREAS, the Company desires to grant to the Grantee a Non-Qualified Option to purchase shares of its common stock, par value \$.01 per share (the "Shares") under and pursuant to the Company's 2008 Stock Incentive Plan (the "Plan").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows:

1. Grant of Option. The Company hereby grants to the Grantee the right and option to purchase all or any part of an aggregate of *(Insert number of shares)* shares of its Common Stock, \$.01 par value, on the terms and conditions and subject to all the limitations of the Plan and as set forth herein.
2. Purchase Price. The purchase price of the Shares covered by the Option shall be *(insert option price)* per share.
3. Exercise of Option. The Options granted hereby shall vest and be exercisable as of the Grant Date .
4. Term of Option. The option shall terminate five (5) years from the date of this Agreement. In the event of the death of the Grantee, the Option shall be exercisable to the extent exercisable but not exercised as of the date of death and, in such event, the Option must be exercised, if at all, within one (1) year after the date of death of the Grantee or, if earlier, within the originally prescribed term of the Option.
5. Non-Assignability. The Option shall not be transferable by the Grantee otherwise than by will or by the laws of descent and distribution and shall be exercisable, during the Grantee's lifetime, only by the Grantee. The Option shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of the Option or of any rights granted hereunder contrary to the provisions of this Section 5, or the levy of any attachment or similar process upon the Option or such right, shall be null and void.
6. Exercise of Option and Issue of Shares. The Option may be exercised in whole or in part (to the extent that it is exercisable in accordance with its terms) by giving written notice to the Company, together with the tender of the Option price. Such written notice shall be signed by the person exercising the Option, shall state the number of Shares with respect to which the Option is being exercised, shall contain any warranty required by Section 7 below and shall otherwise comply with the terms and conditions of this Agreement. The Company shall pay all original issue taxes with respect to the issue of the Shares pursuant hereto and all other fees and expenses necessarily incurred by the Company in connection herewith. Except as specifically set forth herein, the holder acknowledges that any income or other taxes due from him or her with respect to this Option or the Shares issuable pursuant to this Option shall be the responsibility of the holder. The holder of this Option shall have rights as a shareholder only with respect to any Shares covered by the Option after due exercise of the Option and tender of the full exercise price for the Shares being purchased pursuant to such exercise.
7. Purchase for Investment. Unless the offering and sale of the Shares to be issued upon the particular exercise of the Option shall have been effectively registered under the Securities Act of 1933, as now in force or hereafter amended, or any successor legislation (the "Act"), the Company shall be under no obligation to issue the Shares covered by such exercise unless and until the following conditions have been fulfilled:
  - (a) The person(s) who exercise the Option shall warrant to the Company, at the time of such exercise, that such person(s) are acquiring such Shares for his or her own account, for investment and not with a view to, or for sale in connection with, the distribution of any such Shares, in which event the person(s) acquiring such Shares shall be bound by the provisions of the following legend which shall be endorsed upon the certificate(s) evidencing their option Shares issued pursuant to such exercise:

"The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"). Such shares may not be sold, transferred or otherwise disposed of unless they have first been registered under the Act or, unless, in the opinion of counsel satisfactory to the Company's counsel, such registration is not required."
  - (b) The Company shall have received an opinion of its counsel that the Shares may be issued upon such particular exercise in compliance with the Act without registration thereunder. Without limiting the generality of the foregoing, the Company may delay issuance of the Shares until completion of any action or obtaining of any consent, which the Company deems necessary under any applicable law (including without limitation state securities or "blue sky" laws).

8. Notices. Any notices required or permitted by the terms of this Agreement or the Plan shall be given by registered or certified mail, return receipt requested, addressed as follows:

To the Company: Hudson Technologies, Inc.

PO Box 1541

One Blue Hill Plaza, 14<sup>th</sup> Floor

Pearl River, New York 10965

To the Grantee: *(Insert Grantee's address)*

or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given when mailed in accordance with the foregoing provisions. Either party hereto may change the address of which notices shall be given by providing the other party hereto with written notice of such change.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the law of the State of New York.

10. Benefit of Agreement. This Agreement shall be for the benefit of and shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

11. Anti-Dilution Adjustments. The Board of Directors may make or provide for such adjustments to the number and class of shares issuable hereunder as it shall deem appropriate to prevent dilution, including adjustments in the event of changes in the outstanding Common Stock by reason of stock dividends, split-ups, recapitalizations, mergers, consolidations, combinations or exchanges of shares, separations, reorganizations, liquidations and the like. In the event of any offer to holders of Common Stock generally relating to the acquisition of their shares, the Board of Directors may make such adjustment as it deems equitable in respect of outstanding options and rights, including in its discretion revision of outstanding options and rights so that they may be exercisable for the consideration payable in the acquisition transaction. Any such determination by the Board of Directors shall be conclusive. Any fractional shares resulting from such adjustments shall be eliminated.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand, all as of the day and year first above written.

HUDSON TECHNOLOGIES, INC.

\_\_\_\_\_  
*(Insert name & title of Company Officer)*

\_\_\_\_\_  
*(Insert name)* Grantee

## NON-QUALIFIED STOCK OPTION AGREEMENT

### HUDSON TECHNOLOGIES, INC.

AGREEMENT made as of this *(insert date)* (the "Grant Date") between Hudson Technologies, Inc. (the "Company"), a New York corporation, having a principal place of business in Pearl River, New York, and *(insert name of Grantee)* (the "Grantee").

WHEREAS, the Company desires to grant to the Grantee a Non-Qualified Option to purchase shares of its common stock, par value \$.01 per share (the "Shares") under and pursuant to the Company's 2008 Stock Incentive Plan (the "Plan").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows:

- Grant of Option. The Company hereby grants to the Grantee the right and option to purchase all or any part of an aggregate of *(Insert number of shares)* shares of its Common Stock, \$.01 par value, on the terms and conditions and subject to all the limitations of the Plan and as set forth herein.
- Purchase Price. The purchase price of the Shares covered by the Option shall be *(insert option price)* per share.
- Exercise of Option. The Options granted hereby shall vest and be exercisable as follows:

<u>Amount</u> <i>insert</i>	<u>Date Vested*</u>	<u>Date Exercisable*</u>
	4/1/09	4/1/09
	7/1/09	7/1/09
	10/1/09	10/1/09
	1/1/10	1/1/10
	4/1/10	4/1/10
	7/1/10	7/1/10
	10/1/10	10/1/10
	1/1/11	1/1/11

\* *illustrative of typical vesting schedule, where options vest quarterly over two years.*

- Term of Option. The option shall terminate five (5) years from the date of this Agreement. In the event of the death of the Grantee, the Option shall be exercisable to the extent exercisable but not exercised as of the date of death and, in such event, the Option must be exercised, if at all, within one (1) year after the date of death of the Grantee or, if earlier, within the originally prescribed term of the Option.
- Non-Assignability. The Option shall not be transferable by the Grantee otherwise than by will or by the laws of descent and distribution and shall be exercisable, during the Grantee's lifetime, only by the Grantee. The Option shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of the Option or of any rights granted hereunder contrary to the provisions of this Section 5, or the levy of any attachment or similar process upon the Option or such right, shall be null and void.
- Exercise of Option and Issue of Shares. The Option may be exercised in whole or in part (to the extent that it is exercisable in accordance with its terms) by giving written notice to the Company, together with the tender of the Option price. Such written notice shall be signed by the person exercising the Option, shall state the number of Shares with respect to which the Option is being exercised, shall contain any warranty required by Section 7 below and shall otherwise comply with the terms and conditions of this Agreement. The Company shall pay all original issue taxes with respect to the issue of the Shares pursuant hereto and all other fees and expenses necessarily incurred by the Company in connection herewith. Except as specifically set forth herein, the holder acknowledges that any income or other taxes due from him or her with respect to this Option or the Shares issuable pursuant to this Option shall be the responsibility of the holder. The holder of this Option shall have rights as a shareholder only with respect to any Shares covered by the Option after due exercise of the Option and tender of the full exercise price for the Shares being purchased pursuant to such exercise.
- Purchase for Investment. Unless the offering and sale of the Shares to be issued upon the particular exercise of the Option shall have been effectively registered under the Securities Act of 1933, as now in force or hereafter amended, or any successor legislation (the "Act"), the Company shall be under no obligation to issue the Shares covered by such exercise unless and until the following conditions have been fulfilled:

(a) The person(s) who exercise the Option shall warrant to the Company, at the time of such exercise, that such person(s) are acquiring such Shares for his or her own account, for investment and not with a view to, or for sale in connection with, the distribution of any such Shares, in which event the person(s) acquiring such Shares shall be bound by the provisions of the following legend which shall be endorsed upon the certificate(s) evidencing their option Shares issued pursuant to such exercise:

"The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"). Such shares may not be sold, transferred or otherwise disposed of unless they have first been registered under the Act or, unless, in the opinion of counsel satisfactory to the Company's counsel, such registration is not required."

(b) The Company shall have received an opinion of its counsel that the Shares may be issued upon such particular exercise in compliance with the Act without registration thereunder. Without limiting the generality of the foregoing, the Company may delay issuance of the Shares until completion of any action or obtaining of any consent, which the Company deems necessary under any applicable law (including without limitation state securities or "blue sky" laws).

8. Notices. Any notices required or permitted by the terms of this Agreement or the Plan shall be given by registered or certified mail, return receipt requested, addressed as follows:

To the Company: Hudson Technologies, Inc.

PO Box 1541

One Blue Hill Plaza, 14<sup>th</sup> Floor

Pearl River, New York 10965

To the Grantee: *(Insert Grantee's address)*

or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given when mailed in accordance with the foregoing provisions. Either party hereto may change the address of which notices shall be given by providing the other party hereto with written notice of such change.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the law of the State of New York.

10. Benefit of Agreement. This Agreement shall be for the benefit of and shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

11. Anti-Dilution Adjustments. The Board of Directors may make or provide for such adjustments to the number and class of shares issuable hereunder as it shall deem appropriate to prevent dilution, including adjustments in the event of changes in the outstanding Common Stock by reason of stock dividends, split-ups, recapitalizations, mergers, consolidations, combinations or exchanges of shares, separations, reorganizations, liquidations and the like. In the event of any offer to holders of Common Stock generally relating to the acquisition of their shares, the Board of Directors may make such adjustment as it deems equitable in respect of outstanding options and rights, including in its discretion revision of outstanding options and rights so that they may be exercisable for the consideration payable in the acquisition transaction. Any such determination by the Board of Directors shall be conclusive. Any fractional shares resulting from such adjustments shall be eliminated.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand, all as of the day and year first above written.

HUDSON TECHNOLOGIES, INC.

\_\_\_\_\_  
*(Insert name & title of Company Officer)*

\_\_\_\_\_  
*(Insert name)* Grantee

## **Exhibit 21:**

Subsidiaries of the Registrant

Hudson Technologies of Tennessee d/b/a Hudson Technologies Company incorporated in the State of Tennessee

Hudson Holdings, Inc. incorporated in the State of Nevada

**Exhibit 23.1:**

Consent of Independent Registered Public Accounting Firm

Hudson Technologies, Inc.

Pearl River, New York

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-17133, No. 333-38598 and No. 333-129057) and Form S-3 (No. 333-151973) of Hudson Technologies, Inc. of our report dated March 4, 2009 relating to the consolidated financial statements, which appears in this Form 10-K.

/s/ BDO SEIDMAN, LLP

Valhalla New York  
March 5, 2009

**Exhibit 31.1:**

**Hudson Technologies, Inc.**  
**Certification of Principal Executive Officer**

I, Kevin J. Zugibe, certify that:

1. I have reviewed this annual report on Form 10-K of Hudson Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonable likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 5, 2009

/s/ Kevin J. Zugibe  
Kevin J. Zugibe  
Chief Executive Officer and  
Chairman of the Board



**Exhibit 31.2:**

**Hudson Technologies, Inc.**  
**Certification of Principal Executive Officer**

I, James R. Buscemi, certify that:

1. I have reviewed this annual report on Form 10-K of Hudson Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e)) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure control and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal controls over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonable likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 5, 2009

/s/ James R. Buscemi  
James R. Buscemi  
Chief Financial Officer

**Exhibit 32.1:**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Hudson Technologies, Inc. (the "Company") on Form 10-K for the period ended December 31, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kevin J. Zugibe, as Chief Executive Officer and Chairman of the Board of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Kevin J. Zugibe  
Kevin J. Zugibe  
Chief Executive Officer and  
Chairman of the Board

March 5, 2009

**Exhibit 32.2:**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Hudson Technologies, Inc. (the "Company") on Form 10-K for the period ended December 31, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, James R. Buscemi, as Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ James R. Buscemi  
James R. Buscemi  
Chief Financial Officer

March 5, 2009