PERFORMANCE AGREEMENT
BETWEEN
SEGUIN ECONOMIC DEVELOPMENT CORPORATION
AND
VME, LLC
AND
UNITED ALLOY TEXAS, LLC

This Performance Agreement (this "Agreement") is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Seguin Economic Development Corporation, located in Guadalupe County, Texas, a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 504 and the Texas Non-Profit Corporation Act (hereinafter called "SEDC"), created by, and for the benefit of the City of Seguin, Texas (hereinafter called the "City"), and VME, LLC, a Texas limited liability company ("VME"), and United Alloy Texas, LLC, a Texas limited liability company ("UAT"), and each of their respective Affiliates authorized to do business in the State of Texas (VME and UAT are hereinafter collectively called the "Owners"; the SEDC and the Owners collectively known as the "Parties" to this Agreement).

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by a corporation under an agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, UAT is an operating manufacturer with an existing facility located within the City of Seguin, and VME is an Affiliate of UAT with an ownership or operating interest in the Property (as defined below); and

WHEREAS, the Owners have previously received assistance from the SEDC and successfully fulfilled the terms of the prior Performance Agreement; and

WHEREAS, the Owners are seeking to construct an expansion to their existing facility within the City of Seguin consisting of an additional building of approximately 10,000 square feet (the "Expansion Building"), together with related site work and improvements, and to acquire and install related machinery and equipment, while also committing to a minimum new capital investment of one million five hundred thousand dollars ($1,500,000) in connection with the Expansion Building and related improvements; and

WHEREAS, the Owners also intend to create at least forty-five (45) new full-time jobs, to be hired no later than December 31, 2027; and

WHEREAS, the Owners are seeking a Jobs Grant and an Infrastructure Grant from the SEDC to help offset certain costs associated with the expansion of local operations; and

WHEREAS, the SEDC desires to provide funding to the Owners pursuant to the SEDC Jobs Grant and the SEDC Infrastructure Grant, as an incentive for the construction of the Expansion Building and associated investment of new capital and creation of new jobs; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I

RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II

AUTHORITY AND TERM

1. Authority. The SEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the SEDC. Each Owner's execution of this Agreement is authorized by the appropriate authority of such Owner and constitutes a valid and binding obligation of such Owner. The obligations of VME and UAT under this Agreement shall be joint and several.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by written mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Owners and the SEDC and specifically state the covenants and representations of the Parties, and the incentives associated with the Owners' commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the SEDC and the Owners as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction.

4. Administration of Agreement. Upon the Effective Date, the SEDC delegates the administration and oversight of this Agreement to the Executive Director of the SEDC. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the SEDC.

ARTICLE III

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

"Affiliates" shall mean, with respect to a specified Person or entity, any other Person or entity that directly or indirectly controls, is controlled by, or is under common control with such Person or entity. For purposes of this definition, "control" (including the terms "controlling," "controlled by," and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies, or operations of a Person or entity, whether through ownership of voting securities or membership interests, by contract, or otherwise. Control shall be presumed to exist if a Person or entity owns, directly or indirectly, fifty percent (50%) or more of the voting interests or equity interests of another entity.

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as an operating business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Business Operations" shall mean the manufacturing, fabrication, welding, assembly, and related industrial operations conducted by the Owners at the Property.

"Capital Investment" shall mean those items set forth in Article IV Section 1.

"Compliance Reporting Form" shall mean the certification by Owners on a form provided by the SEDC that the obligations outlined within this Performance Agreement have been fulfilled.

"Effective Date" shall be the date of the last signing by a Party to this Agreement.

"Expansion Building" shall mean the approximately ten thousand (10,000) square foot building expansion, together with related site improvements, to be constructed by Owners at the Property for the Owners' Business Operations.

"Expiration Date" shall mean the date of termination provided for under Article VII of this Agreement.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party, including, without limitation, natural disasters or other acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action, fires, explosions, floods, strikes, lock-outs, slowdowns, work stoppages, unusual and unforeseeable delay that results from an interruption or failure of any public utilities, (e.g., electricity, gas, water), terrorism, bioterrorism, pandemic or epidemic.

"New Jobs" shall mean those Full-Time Jobs that are created for the purposes of satisfying Owners' obligations herein and shall exclude any job relocated from any other location of the Owners within the City of Seguin.

"Owners" shall mean, collectively, VME, LLC and United Alloy Texas, LLC, and their respective Affiliates authorized to do business in the State of Texas.

"Project" shall mean the Capital Investment creation as defined herein, including construction of the Expansion Building.

"Property" shall mean the real property on which the Owners' existing facility and the Expansion Building are or will be located, in Seguin, Guadalupe County, Texas, further described and depicted in the attached Exhibit "A," which is attached hereto and incorporated herein for all purposes.

"SEDC Infrastructure Grant" shall have the meaning set forth in Article V, Section 2.

"SEDC Jobs Grant" shall have the meaning set forth in Article V, Section 1.

ARTICLE IV

PERFORMANCE OBLIGATIONS OF OWNERS

The obligation of the SEDC to disburse the SEDC Jobs Grant and the SEDC Infrastructure Grant shall be conditioned upon the Owners' continued compliance with and satisfaction of each of the Owners' obligations under this Article IV (the "Performance Obligations").

1. Capital Investment. The Owners shall make a new Capital Investment of at least one million five hundred thousand dollars ($1,500,000) for the construction of the Expansion Building and related site improvements, and for new machinery and equipment for the Owners' operations. The Capital Investment shall be finalized on or before December 31, 2027.

(a) The Expansion Building shall receive a temporary or final Certificate of Occupancy from the City no later than December 31, 2027.

2. New Jobs. The Owners will be obligated to create, in total, at least forty-five (45) new Full-Time Jobs, meeting or exceeding the average Standard Occupational Classification ("SOC") wage for each Full time Job type in Guadalupe County, Texas, pursuant to this Agreement, no later than December 31, 2027.

For purposes of this Agreement: "Full-Time Jobs" shall mean the number of the Owners' employees that (a) have a regular work schedule of at least 36 hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce Commission, and (b) are entitled to at least the customary employer-sponsored benefits package afforded by the Owners to their similarly situated employees currently working for Owners at the Property; and "Annual Payroll" shall mean the total wages and bonuses paid, exclusive of benefits, to the Full-Time Jobs. New Jobs shall be measured using Owner's Quarterly Wage Reports from the Texas Workforce Commission and shall equal the difference between the number of Full-Time Jobs reported for the fourth quarter of 2027 and the number of Full-Time Jobs reported for the second quarter of 2026.

A certified payroll list containing the information required by Texas Workforce Commission Rule 815.106 submitted by January 31 of each year which includes a list of all Full-time Equivalent Employees (not independent contractors) employed by the Owners at the Property during the prior calendar year. The annual employment report must include the following information and must also include a certification (as attached):

a. Name of Reporting Entity

b. Reporting Period

c. Name of Each Employee.

d. Position Title of Each Employee.

e. Average Number of Hours Worked Per Week by Each Employee During the Reporting Period.

f. Actual Taxable Compensation Paid to Each Employee During the Reporting Period (amount that will be reported in Box 1 of IRS Form W-2 Wage & Tax Statement).

3. Payment of Legal Fees. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

ARTICLE V

SEDC OBLIGATIONS

1. SEDC Jobs Grant. Subject to the conditions provided herein, the SEDC shall pay to the Owners a one-time grant of one hundred twenty-five thousand dollars ($125,000.00 USD) (the "SEDC Jobs Grant"), payable after the Owners have hired a total of forty-five (45) New Jobs, which equates to approximately $2,777.78 per New Job. In order to receive the SEDC Jobs Grant, the Owners must (a) provide proof of each newly hired New Job (position, employee name, and hire date), and (b) all forty-five (45) New Jobs must be hired no later than December 31, 2027. Within thirty (30) days of the SEDC receiving a signed Compliance Reporting Form from the Company, the SEDC shall pay Owners the full amount of the SEDC Jobs Grant. The New Jobs must be maintained for a period of at least one (1) year following the payment of the SEDC Jobs Grant, as validated by the Owners' Quarterly Wage Report from the Texas Workforce Commission reported for the fourth quarter of 2028 and a second annual Compliance Reporting Form.

2. SEDC Infrastructure Grant. Subject to the conditions provided herein, the SEDC shall pay to the Owners a one-time grant of three hundred seventy-five thousand dollars ($375,000.00 USD) (the "SEDC Infrastructure Grant"), payable after the Owners have received a Certificate of Occupancy for the Expansion Building. In order to receive the SEDC Infrastructure Grant, (a) the Certificate of Occupancy for the Expansion Building must be issued no later than December 31, 2027, (b) the Owners must have made the minimum new Capital Investment of $1,500,000 no later than December 31, 2027, and (c) the Owners must remain in operation at the Property throughout the term of this Agreement. Within thirty (30) days of the SEDC receiving proof of Owners meeting the conditions of (a), (b), and (c) above, as validated by the Compliance Reporting Form, the SEDC shall pay Owners the full amount of the SEDC Infrastructure Grant.

3. Total Incentives. The total incentives payable by the SEDC to the Owners under this Agreement, consisting of the SEDC Jobs Grant and the SEDC Infrastructure Grant, shall not exceed five hundred thousand dollars ($500,000.00 USD) in the aggregate.

4. Reporting. The Owners will provide any internal backup that the SEDC may request to verify compliance of the Performance Obligations of the Owners. The Compliance Reporting Form will be provided to the Owners by the SEDC.

ARTICLE VI

COVENANTS AND DUTIES

1. Owners' Covenants and Duties. The Owners make the following covenants and warranties to the SEDC and agree to timely and fully perform the obligations and duties contained in Article IV of this Agreement:

(a) Each Owner is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during any term of this Agreement.

(b) The execution of this Agreement has been duly authorized by each Owner, and the individual signing this Agreement on behalf of each Owner is authorized to execute such Agreement and bind such Owner. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of such Owner's organizational documents, or of any agreement or instrument to which such Owner is a party to or by which it may be bound.

(c) No Owner is a party to any Bankruptcy proceedings currently pending or contemplated, and no Owner has been informed of any potential involuntary Bankruptcy proceedings.

(d) To their current, actual knowledge, the Owners have acquired and maintained all necessary rights, licenses, permits, and authority to carry on their business in the City and will continue to use their best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) The Owners agree to obtain or cause to be obtained all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the Project.

(f) The Owners shall be responsible for paying, or causing it to be paid, to the City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. The Owners agree to develop the Project in accordance with the ordinances, rules, and regulations of the City in effect on the date the Project was designed, unless specified otherwise in this Agreement or in another agreement between the Parties.

(g) The Owners agree to commence and complete the Project in strict accordance with this Agreement.

(h) The Owners shall cooperate with the SEDC in providing all necessary information to assist the SEDC in complying with this Agreement. Cooperation shall include, but not be limited to, providing evidence and copies of construction contracts, payments for construction, permits, construction supply purchases, and any other documentation deemed necessary by SEDC to substantiate the reported Capital Investment.

(i) During the term of this Agreement, Owners agree to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a (1), the applicable Owner shall be in Default (as defined below). No Owner is liable for a violation of this Section by a subsidiary, affiliate, or franchisee of such Owner or by a person with whom such Owner contracts, provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which such Owner enters into with any subsidiary, assignee, affiliate, or franchisee for which the SEDC Jobs Grant or SEDC Infrastructure Grant provided herein will be used.

(j) The Owners shall not be in arrears and shall be current in the payment of all City taxes and fees.

2. SEDC's Covenants and Duties. SEDC makes the following covenants and warranties to the Owners:

(a) The SEDC represents and warrants to the Owners that the execution of this Agreement has been duly authorized by the SEDC, and the individual signing this Agreement is empowered to execute such Agreement and bind the SEDC. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the SEDC's organizational documents, or of any agreement or instrument to which the SEDC is a party to or by which it may be bound.

(b) SEDC shall cooperate with the Owners in providing all necessary information and documentation to assist the Owners in complying with this Agreement.

ARTICLE VII

TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

(a) The mutual agreement of the Parties, as reflected in writing signed by the Parties;

(b) The Owners satisfy all the Performance Obligations set forth in Article IV, and the SEDC has disbursed the SEDC Jobs Grant and SEDC Infrastructure Grant in full, but in no event later than December 31, 2029; or

(c) The SEDC electing to terminate this Agreement by written notice to the Owners following an Event of Default by the Owners, as provided in Article VIII.3.

ARTICLE VIII

DEFAULT

1. The Owners' Events of Default. The following shall be considered a "Default" by the Owners:

(a) Failure of an Owner to timely perform any term, covenant, obligation, duty, or agreement contained in this Agreement, including without limitation its Performance Obligations; or

(b) SEDC determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion prepared and submitted to SEDC in connection with or pursuant to the requirements of this Agreement was false, incorrect or misleading in any material respect when made;

(c) Any judgment is assessed against an Owner or any attachment or other levy against the property of an Owner with respect to a claim remains unpaid, unstayed on appeal, not discharged, not bonded or not dismissed for a period of more than ninety (90) days; or

(d) An Owner makes an assignment for the benefit of creditors; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; commences any action relating to such Owner under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against such Owner any such action and such action remains undismissed or unanswered for a period of ninety (90) days from such filing.

2. SEDC Events of Default. SEDC failure to fulfill any obligation set forth within the terms and conditions of this Agreement shall be deemed a "Default" by the SEDC.

3. Remedies for Default.

(a) In the event of Default by an Owner, the SEDC shall give the Owners written notice of such Default and if the applicable Owner has not cured such Default within 60 days after receipt of such Notice, an "Event of Default" by the Owners shall have occurred. Upon the occurrence and during the continuance of an Event of Default by the Owners, the SEDC shall have the right to terminate this Agreement, and pursue all rights and remedies provided by applicable law. After such termination by the SEDC, the SEDC shall have no further obligation to the Owners under this Agreement. The SEDC also retains the right, at its sole discretion, to withhold payment of the SEDC Jobs Grant or the SEDC Infrastructure Grant during the continuance of any such Default, or, following termination of this Agreement in accordance with this paragraph 3, require repayment of all or any portion of grant funds already paid, as may be appropriate.

(b) In the event of Default by the SEDC, the Owners shall give the SEDC written notice of such Default and if the SEDC has not cured such Default within 60 days after receipt of such Notice, an "Event of Default" by the SEDC shall have occurred. Upon the occurrence and during the continuance of an Event of Default by the SEDC, the Owners shall have the right to terminate this Agreement, and pursue all rights and remedies provided by applicable law, including without limitation, payment of the SEDC Jobs Grant and the SEDC Infrastructure Grant. After such termination by the Owners, the Owners shall have no further obligation to the SEDC under this Agreement.

ARTICLE IX

MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement is not binding until it has been approved by the Seguin Economic Development Corporation and the City of Seguin; upon said approval, the Executive Director of the SEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the SEDC, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, the Owners at no time will be acting as an agent of the SEDC and that all consultants or contractors engaged by the Owners respectively will be independent contractors of the Owners; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the SEDC will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the Owners respectively under this Agreement, unless any such claims are due to the fault of the SEDC.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the SEDC, with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the SEDC, or any board member, or agent of the SEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

4. Notice. Any notice required by or permitted under this Agreement must be in writing. Notice may be given by certified or registered mail, personal delivery, courier delivery, or e-mail and will be effective when received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten days' prior written notice given as provided herein.

If for **SEDC**:

Seguin Economic Development Corporation
Attention: Executive Director
211 N River St.
Seguin, TX 78155

With a copy to:

T. Daniel Santee
General Counsel – SEDC
2517 N. Main Ave.
San Antonio, TX 78212-4685

If for **VME**:

VME, LLC
Attention: Vanessa Dubick
c/o United Alloy, Inc.
4100 Kennedy Road
Janesville, WI 53546

With a copy to:

United Alloy Legal Department
Attention: General Counsel Dombrowski
4100 Kennedy Road
Janesville, WI 53546

If for **UAT**:

United Alloy Texas, LLC
Attention: Vanessa Dubick
c/o United Alloy, Inc.
4100 Kennedy Road
Janesville, WI 53546

With a copy to:

United Alloy Legal Department
Attention: General Counsel Dombrowski
4100 Kennedy Road
Janesville, WI 53546

5. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

6. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Guadalupe County, Texas, United States of America. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the SEDC and the City of Seguin.

8. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

9. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly executed amendments to this Agreement.

11. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

12. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

13. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

14. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

15. Indemnification. OWNERS SHALL RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY THE SEDC, INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, AND THE CITY COUNCIL MEMBERS AND MAYOR INDIVIDUALLY AND ACTING IN THEIR CAPACITY OF REVIEWING AND APPROVING ACTIONS OF THE SEDC (COLLECTIVELY "THE INDEMNITEES") FROM AND AGAINST ANY AND ALL SUITS, CLAIMS AND OTHER DEMANDS OF EVERY TYPE WHATSOEVER, INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COSTS, ARISING FROM OR OTHERWISE RELATING TO THE SEDC CONTRIBUTION OR THE DESIGN, CONSTRUCTION OR OPERATION OF THE EXPANSION BUILDING, AND SUCH OBLIGATION SHALL NOT BE AFFECTED BY ANY ACTUAL OR ALLEGED NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, OR STRICT LIABILITY ON THE PART OF THE INDEMNITEES (OTHER THAN AS A RESULT OF THE GROSS NEGLIGENCE, RECKLESS DISREGARD, OR WILLFUL MISCONDUCT OF THE INDEMNITEES).

16. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

17. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Owners, the Owners shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure or scheduling delays by the City and/or other governmental agencies having jurisdiction over the Project.

18. Time Periods. Unless otherwise expressly provided herein, all periods for delivery or review and the like will be determined on a "calendar" day basis. If any date for performance, approval, delivery or Closing falls on a Saturday, Sunday or legal holiday (state or federal) in the State of Texas, the time therefor will be extended to the next day which is not a Saturday, Sunday or legal holiday.

19. Assignability. This Agreement may be assigned by an Owner to a domestic owner, parent or subsidiary of such Owner qualified to do business in the State of Texas, the assignment of which will be in writing and signed by such Owner and its assignee.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

Seguin Economic Development Corporation

By: ______________________________ Date: _____________

Alora Wachholz

Executive Director

VME, LLC

By: ______________________________ Date: _____________

Vanessa Dubick

Manager

United Alloy Texas, LLC

By: ______________________________ Date: _____________

Vanessa Dubick

Manager

EXHIBIT A: PROPERTY DESCRIPTION AND SITE PLAN

[Legal description and site plan of the Property to be attached.]