

Attachment 1

Foreign-Trade Zone Payment in Lieu of Taxes (PILOT)
Order and Agreement with
Valbruna Stainless, Inc. and corresponding exhibits

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____ **2025** with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____,
constituting a quorum, when among other business, the following was transacted:

**FOR VALBRUNA STAINLESS, INC.
ORDER APPROVING EXECUTION OF A
PAYMENT IN LIEU OF TAXES AGREEMENT AND
AUTHORIZING ISSUANCE OF A LETTER OF NON-OBJECTION,
ON BEHALF OF HARRIS COUNTY, HARRIS COUNTY FLOOD CONTROL
DISTRICT, AND HARRIS COUNTY HOSPITAL DISTRICT**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge Lina Hidalgo, or her designee, is authorized to execute the Payment in Lieu of Taxes Agreement (PILOT) for Harris County, acting on behalf of itself, Harris County Flood Control District, and Harris County Hospital District, with respect to the Foreign-Trade Zone #84 site located at 10721 Woodland Oaks Drive, Houston, TX 77040 in Precinct 1. The Harris County Judge Lina Hidalgo, or her designee, is further authorized to issue a Letter of Non-Objection after the PILOT is fully executed.

**PAYMENT IN LIEU OF TAXES AGREEMENT
FOREIGN-TRADE ZONE SITE**

THIS AGREEMENT ("Agreement") is entered into by and between Valbruna Stainless, Inc., a Delaware Corporation _____ Company ("the Operator"), and Harris County, acting on behalf of itself, Harris County Flood Control District, and Harris County Hospital District, ("the County").

A. RECITALS

- Port of Houston Authority (PHA) is Grantee of Foreign-Trade Zone ("FTZ") No. 84.
- The Operator desires participation in the FTZ program through the expansion of Foreign-Trade Zone #84 to include space located on tract(s) comprising a total of 2.8032 acres at 10721 Woodland Oaks Drive, Houston TX in Harris County, Texas 77040, as described in Exhibit B (the "FTZ Site"), for which the Operator seeks **designation** by the Foreign-Trade Zones Board (the "Board") of the United States Department of Commerce, and/or **activation** by the Bureau of Customs and Border Protection of the United States Department of Homeland Security ("Customs").
- The Operator is operator of the subject FTZ Site.
- The Operator seeks an executed Letter of Non-Objection ("Letter") from the County which is required to achieve **designation and/or activation**, which the County shall provide only if the Operator contractually commits that no financial harm and/or lost revenue shall be incurred by the County as a result of **designation and/or activation** of the subject FTZ Site.
- 19 U.S.C. § 81o(e) may provide a federal exemption from state and local ad valorem taxes for tangible personal property imported from outside the U.S. and held in a FTZ for the purpose of storage, sale, exhibition, repackaging, assembly, distribution, sorting, grading, cleaning, mixing, display, manufacturing, or processing; and tangible personal property produced within the United States and held in a FTZ for exportation, either in its original form or as altered by any of the above processes.
- Inventory qualifying under 19 U.S.C. § 81o(e) and held in any activated FTZ may be exempt from state and local ad valorem taxes.
- The Interlocal Agreement entered into between Harris County and PHA, on May 21, 2013, assured the County that the Grantee will not give its required approval to any designation and/or activation of the FTZ Site, unless the County has approved and delivered a Letter of Non-Objection to such designation and/or activation. Furthermore, PHA will provide in its Operators Agreement with the Operator within such subject FTZ Site, a requirement that the Operator comply with the terms of this Agreement, and that the Operator's default under its Payment in Lieu of Taxes ("PILOT") Agreement with the County for such subject FTZ Site will, upon notice of such default by the County to PHA, also be a default under the Port's Operators Agreement and result in the initiation by PHA of Deactivation and/or Deauthorization (as applicable) proceedings for such subject FTZ Site.

- The Operator and the County desire that **designation and activation** of the FTZ Site cause no financial harm or lost revenue to the County.
- Any inaccuracy of the Affidavit, as described in Exhibit E, should constitute grounds for the immediate termination of this Agreement and initiation of proceedings for Deactivation and/or Deauthorization of the subject FTZ Site as applicable.

In consideration of the mutual commitments expressed in this Agreement, the parties agree to the following:

B. DEFINITIONS

When used herein, the listed words have the following meanings:

“Board” means Foreign-Trade Zones Board within U. S. Department of Commerce.

“DEEO” means Harris County Department of Economic Equity & Opportunity.

“Customs” means Bureau of Customs and Border Protection within U.S. Department of Homeland Security.

“FTZ Exemption” means 19 U.S.C. § 81o(e) federal exemption for certain inventory and any other potential exemptions from taxation for inventory in a FTZ.

“FTZ Inventory” means any inventory held in the FTZ Site that may qualify for the FTZ Exemption and that would otherwise be taxable by the County.

“FTZ Site” means the tract(s) described in Exhibit B.

“HCAD” means the Harris Central Appraisal District.

“Interest” means interest payments on delinquent amounts owed to the County.

“Letter” means executed Letter of Non-Objection from the County issued on behalf of the Operator.

“Payment” means the amount equal to all property taxes on FTZ Inventory that would have been due and payable to the County from the Operator if the FTZ Site had not been designated and activated.

C. OBLIGATIONS

The Operator understands that if any FTZ Inventory receives the FTZ Exemption, the County will suffer lost revenue. Therefore, the Operator agrees to the following:

- a) The Operator agrees to make Payment(s) to the County each year for all FTZ Inventory stored in the FTZ Site as it relates to ad valorem taxes that would have been levied by the County but for the FTZ Exemption. The Operator’s obligation for Payment(s) to the County shall extend to all inventory, whether owned by itself or owned by an affiliated or unaffiliated third-party storing inventory within the FTZ Site. The Operator agrees to disburse such Payment(s) to Harris County in the form of a check payable to “Harris County,” in the amount equal to the ad valorem taxes that would have been due on all FTZ Inventory in the FTZ Site for the preceding tax year, and before the date such ad valorem taxes

would have become delinquent under the Texas Property Tax Code had the Operator, or any other party owning FTZ Inventory in the FTZ Site, not received the FTZ Exemption under 19 U.S.C. §81o(e).

- b) For any FTZ Inventory that does not receive the FTZ Exemption, PILOT Payment(s) shall not be owed to the County. However, if such FTZ Inventory does not initially receive the FTZ Exemption but is later granted the FTZ Exemption, the Operator agrees to disburse Payment(s) to the County in the amount of all ad valorem taxes that would have been due on all FTZ Inventory but for the FTZ Exemption, plus Interest calculated from the original due date and in accordance with “**D. MISCELLANEOUS PROVISIONS.**”
- c) No later than April 15 of each year, as long as this Agreement is in effect, the Operator agrees to furnish: (1) to DEEO, a notarized report detailing ALL inventories stored in the subject FTZ Site and; (2) to HCAD, a copy of such notarized report.
- d) Any additional information that may be requested by DEEO and/or HCAD must be furnished by the Operator within 15 business days thereafter.
- e) Upon execution of this Agreement, the County shall furnish its Letter of Non-Objection, in the form shown in Exhibit F, based on the commitments of the Operator herein that no County entity will suffer lost revenue given that the Operator agrees to forego the benefit of the FTZ Exemption under the FTZ law regarding the County ad valorem taxes and agrees to pay the County for any/ all lost revenue for the applicable year(s).
- f) The Operator agrees to pay Interest on Delinquent Amounts. Interest will be calculated as described in “**D. MISCELLANEOUS PROVISIONS.**”
- g) The Operator agrees that this Agreement is necessary for the **designation and/or activation** of the FTZ Site. Therefore, any violation by the Operator or a determination of the invalidity of this Agreement would justify a reversal of the FTZ Site designation and/or activation by the Board and/or Customs. Furthermore, the Operator acknowledges that default under its PILOT Agreement with the County for such subject FTZ Site shall, upon notice of such default by the County to PHA, also be a default under the Operators Agreement, and result in the initiation by PHA of Deactivation and/or Deauthorization (as applicable) proceedings for such subject FTZ Site.
- h) As long as this Agreement is in effect, the Operator shall not modify its FTZ Site boundaries as described in Exhibit B, transfer ownership or leasehold rights in any part of FTZ Site or its operations, or otherwise take any action allowing any party whether affiliated or unaffiliated to operate in the FTZ Site, unless the County, by express action of its Commissioners Court, enters into a new or modified PILOT Agreement with the Operator allowing the boundary modification and/or with such party expressly allowing such transfer of operation.
- i) The amounts payable by the Operator to the County under this Agreement shall in no event exceed the amounts of ad valorem taxes that would have been payable to the County pursuant to the Texas Property Tax Code on FTZ Inventory in the FTZ Site had the Operator and/or any other party owning FTZ Inventory in the FTZ Site not received the FTZ Exemption under 19 U.S.C. §81o(e).

D. MISCELLANEOUS PROVISIONS

1. Governing Law. This Agreement will be interpreted under the laws of the State of Texas.

2. Interlocal Agreement between County and PHA. All definitions and terms set forth in the Interlocal Agreement are applicable to this Agreement, except as otherwise expressly provided in this Agreement.
3. Interest. Interest shall accrue on any Delinquent Amount under this Agreement at the rate provided for in the Texas Property Tax Code as though the Delinquent Amount is a tax payment.
4. Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, and future occupants of the FTZ Site. It is agreed that each County entity is a beneficiary of this Agreement and shall be entitled to enforce its terms and seek damages for its breach.
5. Entire Agreement. This Agreement supersedes any prior understanding or agreements between the parties with respect to the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the parties with respect to the subject matter hereof other than those set forth herein or provided for herein.
6. This Agreement Does Not Affect Other Rights, Obligations or Agreements. This Agreement does not supersede, modify, or affect any other agreement that has been or may be entered into between the Operator and any other taxing jurisdiction or any other entity, except as otherwise expressly stated in this Agreement.
7. Modification of Agreement. This Agreement may be modified only by written consent of all parties.
8. Further Assurances. The parties covenant and agree that they will execute such other and further documents as are or may become necessary or convenient to effectuate and carry out the purpose of this Agreement.
9. Severability. To the extent permitted by law, a holding by any court that any part or any provision in this Agreement is invalid, illegal, or unenforceable in any respect, shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement.
10. Termination of Agreement. This Agreement shall terminate upon the revocation of FTZ Site status by the Board, but such termination shall not relieve the Operator from its obligation to pay damages as provided in this Agreement.
11. Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means, including online or electronic notarization performed in compliance with Chapter 406 of the Texas

Government Code. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

12. Affidavit. This Agreement shall terminate upon the determination by the County of any misrepresentation in the Affidavit and/or this Agreement which should constitute grounds for the immediate initiation of proceedings for Deactivation and/or Deauthorization of the subject FTZ Site, as applicable.

13. Notices. Any notice permitted or required to be given must be in writing delivered in person or by certified U.S. Mail, return receipt requested, to the applicable party addressed as follows:

To Operator: Company Name: Valbruna Stainless, Inc.

Contact Name: Attn: Eric Nicholson

Title:

Address 2400 Taylor St., W. Fort Wayne, IN 46802

Phone (260)434-2800

Email

To County: Harris County, Department of Economic Equity & Opportunity

Attention: Judit Haracsek

Title: Director of Economic Development

Address 1001 Preston, Suite 670, Houston, Texas 77002

Phone (713) 274-1400

Email deeo@harriscountytexas.gov

[Signature page follows.]

EXECUTED on the dates set forth below, but effective as of the last date executed by all the Parties.

APPROVED AS TO FORM

HARRIS COUNTY

CHRISTIAN MENEFEE
County Attorney

By: Randy Keenan
Randy Keenan
Assistant County Attorney
CACI: 25GEN1847

By: _____
LINA HIDALGO
County Judge

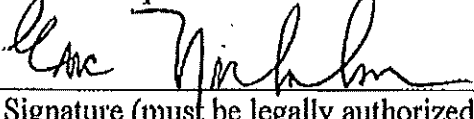
Date: 7-14-2025

Date: _____

OPERATOR

Valbruna Stainless, Inc.

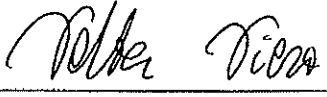
Name of Operator

By: 
Signature (must be legally authorized to
sign on behalf of Operator)

Eric Nicholson - Group Controller
Printed Name & Title

Date: 7-10-2025

ATTEST

By: 
Signature of Officer to Attest to Officer's
Execution of Agreement (must be legally
authorized to sign on behalf of Operator)

VALTER UIERO - SECRETARY
Printed Name & Title

Date: 07-10-2025

EXHIBIT E-1
Attachment

(Corporate Resolution, Articles of Organization, or Other Applicable Document)

EXHIBIT A

Contact Information-Proposed Operator
Foreign-Trade Zone Site within Harris County, Texas

Proposed FTZ Site Operator's Legal Name: Valbruna Stainless, Inc.

Headquarters Address: 2400 Taylor St City: Fort Wayne State: IN Zip: 46802

Local Address: 10721 Woodland Oaks Drive City: Houston State: TX Zip: 77040

Telephone Number: (260) 434-2800 State Incorporation: Delaware

Designated Company Representative as Contact: Authorized Company Official:

Name: Kyle Goehring

Name: Eric Nicholson

Title: US Customs Manager

Title: VP - Group Controller

Telephone: (260) 342-0930

Telephone: (260) 434-2800

E-mail address: kgoehring@valbruna.us

E-mail address: enicholson@valbruna.us

Website: _____

Authorized Company

Official Signature: X _____

Does the Operator own the real property of the proposed FTZ site? ☒ YES ☐ PARTIAL ☐ NO
(if checked **PARTIAL** and/or **NO**, then must complete the below section)

Real Property Owner's Legal Name IF Proposed FTZ Site Operator does not Own the Subject Site:

Headquarters Address: _____ City: _____ State: _____ Zip: _____

Local Address: _____ City: _____ State: _____ Zip: _____

Telephone Number: _____ State Incorporation: Type of Choose from the list

Designated Company Representative as Contact: Authorized Company Official:

Name: Kyle Goehring

Name: Eric Nicholson

Title: U.S. Customs Manager

Title: Group Controller

Telephone: (260) 342-0930

Telephone: (260) 434-2873

E-mail address: kgoehring@valbruna.us

E-mail address: enicholson@valbruna.us

Website: _____

Authorized Company

Official Signature: X _____

Foreign-Trade Zone Site Information and Legal Description Requirement

**Legal Description
Attached**

2.8032 Acres Total Proposed FTZ-Site

(Use a second sheet of paper if necessary.)

EXHIBIT B-1
Attachment

(Legal description with metes and bounds from survey or deed(s) to the property)

Property Description

All that certain 2.8032 acres of land situated in the James Clarkson Survey, Abstract No. 188, Harris County, Texas, being that same called 2.8032 acres of land conveyed to R.L.R. Properties Ltd., as described in the deed recorded under Clerk's File No. 20120070231 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), also being out of Restricted Reserve "B", Block 2, WEAVERWORLD, a subdivision of 37.1035 acres of land recorded in Film Code No. 627076 of the Harris County Map Records (H.C.M.R.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4 inch iron rod found at the common southwest corner of said Restricted Reserve "B" and the herein described tract of land, same being the northwest corner of Lot 1118, Block 28, WOODLAND OAKS, Section Five, according to the map or plat thereof recorded in Film Code No. 628060 of the H.C.M.R., and the southwest corner of a 60' right-of-way conveyed to ExxonMobil Pipeline Company, as described in the instrument recorded under Clerk's File No. X188140 of the H.C.O.P.R.R.P., also being situated in the upper east line of Restricted Reserve "A", Block 1, TERRACE BROOK SEC 1 PARTIAL REPLAT NO 1 AND EXTENSION, according to the map or plat thereof recorded in Film Code No. 676304 of the H.C.M.R.;

THENCE North, along and with the west line of Restricted Reserve "B" and said upper east line of Restricted Reserve "A", a distance of 295.98 feet to a 6/8 inch iron rod with cap set for the northwest corner of the herein described tract of land, same being the southwest corner of a called 2.6657 acres of land conveyed to Valbruna Stainless, Inc., as described in the deed recorded under Clerk's File No. 20160467424 of the H.C.O.P.R.R.P.;

THENCE East, over and across Restricted Reserve "B", along and with the south line of said 2.6657 acres, a distance of 341.69 feet to a PK nail set in a concrete expansion joint in the west right-of-way line of Woodland Oaks Drive (60 feet wide at this point according to the deed recorded under Clerk's File No. X882204 of the H.C.O.P.R.R.P.) and the east line of Restricted Reserve "B" for the northwest corner of the herein described tract of land, same being the southeast corner of the 2.6657 acres;

THENCE in a southeasterly direction, with said west right-of-way line of Woodland Oaks Drive and said east line of Restricted Reserve "B", along the arc of a non-tangent curve to the left subtending a central angle of 15 deg. 51 min. 33 sec., having a radius of 830.00 feet, an arc length of 229.74 feet, a chord bearing of South 11 deg. 28 min. 11 sec. East, and a chord distance of 229.01 feet to a 3/4 inch iron rod with cap found at the point of reverse curvature;

THENCE in a southeasterly direction, continuing with the west right-of-way line of Woodland Oaks Drive and the east line of Restricted Reserve "B", along the arc of a curve to the right subtending a central angle of 09 deg. 00 min. 44 sec., having a radius of 890.00 feet, an arc length of 139.99 feet, a chord bearing of South 14 deg. 53 min. 35 sec. East, and a chord distance of 139.84 feet to a 3/4 inch iron rod with cap found at the common southeast corner of Restricted Reserve "B" and the herein described tract of land, same being the northeast corner of Lot 1109, Block 28, WOODLAND OAKS, Section Five;

THENCE North 81 deg. 27 min. 00 sec. West, along and with the south line of Restricted Reserve "B" and the north line of Block 28, WOODLAND OAKS, Section Five, a distance of 427.82 feet to the POINT OF BEGINNING and containing within these metes and bounds 2.8032 acres (122,109 square feet) of land.



Location Map



1 inch = 60 US feet

- Parcel Boundary
- Road Edge
- FTZ Boundary
- - - Original line


RES B2
131-418-002-0004
2.8032 AC

Foreign Trade Zone
2.8032 AC

WOODLAND OAKS DR

**VALBRUNA STAINLESS
INC FTZ**

Subject Account:
131-418-002-0004



Harris Central Appraisal District
13013 Northwest Fwy
Houston, TX 77040 - 6305
<https://www.hcad.org>

Geospatial or map data maintained by the Harris Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.

User: slarue Date: 1/13/2025

Tax Account Numbers, Debts to Harris County and Copy of Registration with Texas Secretary of State

Date**: 7-10, 2025

Is your entity registered to do business in the State of Texas? ☒ Yes ☐ No
(If "Yes", Attach the State of Texas Registration as C-1.)

[illegible]

**** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

III. **Incomplete Package:** Any answer of "No" in Section I or "Yes" in Section II will result in the Package being considered incomplete.

EXHIBIT C-1

Attachment

(State of Texas Registration)

EXHIBIT D

Financial Condition of Applicant, Litigation Status with Harris County and Formation Document

Entity Name: Valbruna Stainless, Inc.

Corporation

Type of entity (for example: Limited Partnership, Limited Liability Company, Corporation, individual Person)

Deleware

State of formation (**Attach** Article of Incorporation, Certificate of Formation or Applicable Document as D-1)

For Harris County to determine Applicant's ability to comply with the terms of this Agreement for Payment in Lieu of Taxes, please check all that apply for the above entity:

- ☒ has not filed a voluntary petition under federal or state bankruptcy laws.
- ☒ has not had a petition in bankruptcy filed against them that remained un-dismissed for ninety (90) days.
- ☒ has not made an assignment of all or a part of their assets for the benefit of a creditor.
- ☒ has not had a receiver or trustee appointed to administer all or a part of their assets.
- ☒ has not had all or a part of their assets seized by a judgment creditor.
- ☒ has not been a defendant in a foreclosure action or transferred an interest in real property by virtue of a deed in lieu of foreclosure.
- ☒ has no knowledge of any pending or threatened lawsuit(s) or claim(s) which have been raised against them by Harris County, Texas.

Incomplete Package: Any box unchecked will result in the Package being considered incomplete.

EXHIBIT D-1

Attachment

(State of formation (Attach Article of Incorporation, Certificate of Formation or Applicable Document))

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VALBRUNA STAINLESS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF AUGUST, A.D. 2010.



2352369 8300

100822112

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8169838

DATE: 08-12-10

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"FIRST METALS, INC.", A TEXAS CORPORATION,
WITH AND INTO "VALBRUNA CORP." UNDER THE NAME OF "VALBRUNA STAINLESS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 2004, AT 4:54 O'CLOCK P.M.

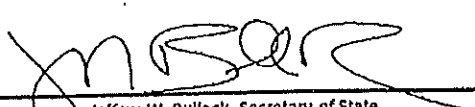
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 2004.



2352369 8100M

100385750

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7934441

DATE: 04-15-10

SEP-29-2004 15:23

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:32 PM 09/29/2004
FILED 04:54 PM 09/29/2004
SRV 040705732 - 2352369 FILE

CERTIFICATE OF MERGER
OF
FIRST METALS, INC
INTO
VALBRUNA CORP.

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of Delaware.

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

Name	State of Incorporation
First Metals, Inc.	Texas
Valbruna Corp.	Delaware

6039
6256
NR

6-10 AR
RMB
Rev.
8-1-04

SECOND: That an Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of section 252 of the General Corporation Law of Delaware.

THIRD: That the name of the surviving corporation of the merger is Valbruna Corp., which shall be changed to Valbruna Stainless, Inc., a Delaware corporation. ✓

FOURTH: That the amendments or changes in the Certificate of Incorporation of Valbruna Corp., a Delaware corporation which is the surviving corporation, that are to be effected by the merger are as follows: FIRST: The name of the corporation shall be changed to Valbruna Stainless, Inc.

FIFTH: That the executed Agreement of Merger is on file at an office of the surviving corporation, the address of which is 31 Iron Horse Road, Oakland, NJ 07436

SIXTH: That a copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The authorized capital stock of each foreign corporation which is a party to the merger is as follows:

Corporation	Class	Number of Shares	
Valbruna Corp.	Common	1000	without par value
First Metals, Inc.	Common	20,000	\$10.00

SEP-29-2004 15:23

(Use the following if there is to be a delayed effective date; may not be more than 90 days after filing)

EIGHTH: That this Certificate of Merger shall be effective on October 1, 2004

Dated: September 24, 2004

Valbrun Corp.
(name of corporation)
By [Signature]
Secretary (Title)

GIANCARLO BRIGUGLIO

*Any authorized officer or the Chairman or Vice-Chairman of the Board of Directors may execute this Certificate.

(Note: The Agreement of Merger must be executed and adopted and kept on file at an office of the surviving corporation. (It need no longer be kept at the principal place of business.) The Agreement is not filed with the Delaware Secretary of State. Only the Certificate of Merger is filed with the Secretary of State.)

8/29/24, 9:15 AM

Division of Corporations - Filing

Delaware.gov

Governor | General Assembly | Courts | Elected Officials | State Agencies



Department of State: Division of Corporations

[Allowable Characters](#)[HOME](#)[View Search Results](#)

Entity Details

File Number:	2352369	Incorporation Date / Formation Date:	9/24/1993 (mm/dd/yyyy)
Entity Name:	VALBRUNA STAINLESS, INC.		
Entity Kind:	Corporation	Entity Type:	General
Residency:	Domestic	State:	State:
Status:	Good Standing	Status Date:	3/25/2010

TAX INFORMATION

Last Annual Report Filed:	2023	Tax Due:	\$ 0
Annual Tax Assessment:	\$ 175	Total Authorized Shares:	1000

REGISTERED AGENT INFORMATION

Name:	CORPORATION SERVICE COMPANY		
Address:	251 LITTLE FALLS DRIVE		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19808
Phone:	302-636-5401		

FILING HISTORY (Last 5 Filings)

Seq	Description	No. of pages	Filing Date (mm/dd/yyyy)	Filing Time	Effective Date (mm/dd/yyyy)
1	Change of Agent 9000010	1	1/27/2011	2:28 PM	1/27/2011
2	Merger [Survivor]	2	12/14/2004	6:57 PM	12/14/2004
3	Merger VALBRUNA CORP. [Survivor]	2	9/29/2004	4:54 PM	10/1/2004
4	Merger [Survivor]	2	12/28/2000	2:30 PM	1/1/2001
5	Amendment VALMIX CORP.	2	1/30/1997	2:00 PM	1/30/1997

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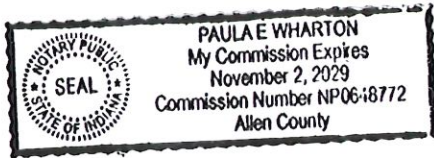
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AFFIDAVIT

The Payment in Lieu of Taxes Agreement requires the statements and all Exhibits to be verified. The verification page must have the signature of the authorized entity official required to file the statements and all Exhibits, as well as the signature and stamp or seal of office of a notary public or other person authorized by law to administer oaths and affirmations. Without proper verification, the statements and Exhibits are not considered filed.

I swear, or affirm, under penalty of perjury, that all statements and Exhibits filed with this Agreement are true and correct and include all information required to be reported by me under the Payment in Lieu of Taxes Agreement for :

Valbruna Stainless , Inc.



[Handwritten Signature]

Signature of Affiant (Officer)

(Attach the Corporate Resolution, Articles of Organization, or Other Applicable Document as E-1)

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paula Wharton, this the 10 day of July, 20 25, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

Paula E. Wharton

Print name of officer administering oath

Notary Public

Title of officer administering oath

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: ERIC NICHOLSON

Position/Title: GROUP CONTROLLER

Telephone Number: 260-434-2883

Email Address: ENICHOLSON@VALBRUNA STAINLESS.COM

Signature:

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of VALBRUNA STAINLESS INC., a corporation duly conformed pursuant to the laws of the state of DELAWARE, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of VALBRUNA STAINLESS INC. (Company) on JULY 8, 2025.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Valter Viera

Secretary

Attachment 2

Non-Objection Letter for Valbruna Stainless, Inc.

August 07, 2025

Mr. Charlie Jenkins
Chief Executive Officer
Port Houston
P.O. Box 2562
Houston, Texas USA 77252-2562

Attn: John Moseley, Chief Commercial Officer, Port Houston

Subject: Valbruna Stainless, Inc. for Foreign-Trade Zone (FTZ) #84 site located at 10721 Woodland Oaks Drive, Houston, TX 77040 in Precinct 1.

Dear Mr. Jenkins,

As you know, Valbruna Stainless, Inc. (the "Company") has applied through the Port of Houston Authority ("PHA") for an FTZ site in Precinct 1 on a 2.8032-acre tract at 10721 Woodland Oaks Drive, Houston, TX 77040 more specifically described in the attached fully executed Payment in Lieu of Taxes Agreement ("PILOT Agreement").

Harris County (the "County") has no objection to such designation and/or activation of the aforementioned site conditioned upon the Company's continued compliance with the terms and conditions of said PILOT Agreement and has authorized the undersigned to send this Letter of Non-Objection.

It is also acknowledged by the Company, through the PILOT Agreement, that failure to make annual payments to the County in accordance with the PILOT Agreement or the discovery of a material misrepresentation in the contents of the PILOT Agreement shall constitute a default, and upon notice of such default by the County to PHA, constitute a default under the Operators Agreement with PHA, and result in the initiation of Deactivation and/or Deauthorization (as applicable) proceedings.

If you have any questions or comments. Please contact the undersigned.

Sincerely,

Lina Hidalgo, County Judge
Harris County, Texas

cc: Rina Lawrence, Economic Development Director, Port Houston
Phebbie Nguyen, Harris Central Appraisal District
Eric Nicholson, Valbruna Stainless, Inc.
Randy Keenan, Harris County Attorney's Office
Page Abernathy, Harris County Attorney's Office
Jesse Dickerman, Interim Harris County Administrator
Estella Gonzalez, Executive Director, Harris County DEEO
Judit Haracsek, Director, Economic Development, Harris County DEEO

Enclosure