



Tuesday, January 12, 2021

Confidential

Mr. Gene Fuqua
Commonwealth Seed Capital, LLC
300 West Vine Street, Suite 600
Lexington, Kentucky 40507-1751


Dear Gene:

This letter is notice that despite the challenges of COVID-19, Unity Aluminum, Inc. (formerly Braidy Industries, Inc.) has met or exceeded all the provisions of the side letter agreement except for provision (b), as stated below:

Invest at least \$1,000,000,000 for the construction and equipping of a fully-integrated aluminum rolling mill within the Commonwealth of Kentucky by December 31, 2020 or to secure the investment of at least \$1,000,000,000 in a separately owned entity for the construction of a full integrated aluminum rolling mill within the Commonwealth of Kentucky by December 21, 2020.

Please let this letter stand as notice of a triggering event. I look forward to working with you going forward to make this project a success. If you have any questions, please reach out to me on my personal number: 1.412.596.6116. Thank you.

Respectfully,


Don Foster
Acting President and CEO



January 13, 2021

Mr. Gene Fuqua
Commonwealth Seed Capital, LLC
300 West Vine Street, Suite 600
Lexington, Kentucky 40507-1751

Dear Gene,

This letter confirms that Unity Aluminum, Inc. has met and or has maintained the following provisions of the side letter agreement as of the date of this correspondence:

- Unity Aluminum, Inc. has at least 51% of its employees categorized as "worked in" the Commonwealth of Kentucky;
- Unity Aluminum, Inc. has at least 51 % of its tangible assets located within the Commonwealth of Kentucky; and
- Unity Aluminum, Inc. has maintained its headquarters within the Commonwealth of Kentucky at the street address of 1544 Winchester Ave, 3rd Floor, Ashland, KY 41101.

If further information is needed please reach out to me at ccarson@unityal.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis J. Carson", written over a horizontal line.

Curtis J. Carson
Senior Vice President, Human Resources

Statement from external auditor:

I confirm that the above information is consistent with my understanding of the operations of Unity Aluminum, Inc.

Signature: *Daniel Borton*

By: Daniel Borton, Partner
Grant Thornton, LLP



Friday, January 15, 2021

Confidential

Mr. Gene Fuqua
Commonwealth Seed Capital, LLC
300 West Vine Street, Suite 600
Lexington, Kentucky 40507-1751

Dear Gene:

Unity Aluminum ("Unity") has met all the provisions of the side letter agreement with CSC that was amended and restated on May 7th, 2018, except for item (b).

- It has acquired an existing facility and building in EastPark;
- it has allocated and used well over \$25,000,000 for the purpose of designing, engineering and preparing for the construction of a fully integrated aluminum rolling mill (approximately \$58,000,000) and has not spent more than \$25,000,000 for any other purpose;
- it has maintained at least 51% of its employees employed in the Commonwealth of Kentucky;
- it has maintained at least 51% of its tangible assets located within the Commonwealth of Kentucky; and
- it has maintained its headquarters within the Commonwealth of Kentucky.

Unity Aluminum has not met and will not meet the requirements of provision (b) of the side letter agreement. However, Unity Aluminum *has* made great progress towards meeting that requirement despite the COVID-19 pandemic and its severe impact on the local, regional and global economy.

To date, Unity Aluminum has raised over \$165,000,000 in equity. We recently received a term sheet commitment for up to \$300,000,000 in junior debt and have mandate letter with KFW IPEX-Bank for approximately \$580,000,000 in senior secured debt.

Our investment bank, Headwall Partners, is currently raising the remainder of the debt and equity and have set the goal to have the permanent project financing complete by the third quarter of 2021. We anticipate closing on an earlier bridge round of financing by March 2021.

Because Unity Aluminum has made substantial progress it respectfully requests an amendment to item (b) in its side letter agreement. The amendment would reflect an 18-month extension to item (b).

Unity Aluminum continues to take its responsibilities seriously and to diligently address the challenges the project has faced with high ethics and sound management and judgment. Unity's



goal remains to do what is right for the Ashland area, the greater Tri-State Region, and the Commonwealth of Kentucky.

It is appropriate to restate the progress since June of 2020, when our new management committed to the project.

- Re-working the engineering plan for the mill. Modifications to both the hot end, cast lines and the finishing mill complex have resulted in a volume increase of 17% to 352,000 metric annual tons.
- Streamlining the finance team with the requisite expertise to drive both budget discipline and a credible financial model required to secure the equity and debt.
- After the separation from the former CEO, we drove restructuring initiatives to reduce then Braidy Industries corporate overhead, divested non-core assets (Veloxint), and ceased all international M&A activities. We now only participate in activities that directly contribute to building a successful mill in Ashland, Kentucky.
- Hired a proven, metals-centric Investment Banking team, Headwall Partners.
- Headwall formally launched the fundraising effort the first week of November, 2020.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- We have begun the equipment financing application process to secure the world class SMS and Ebner mill equipment. As a reference, this is the same equipment complement that is being utilized in the successful Big River plant in Arkansas.
- Thanks to the approval of the AML grant, extensive site preparation has been completed early and on budget, moving 510,000 cubic yards of soil and installing a site wide drainage system.
- Recent successful rebranding of the company to Unity Aluminum, "Together...Lighter...Stronger...Greener" better reflects our new collaborative culture and commitment.

All of these significant items have cleaned up past issues and prepared the project to be professionally presented to the financial markets. Unity Aluminum remains committed to this project that will bring significant investment, jobs, and economic development to the Ashland area. Its success hinges on the Commonwealth of Kentucky's continued support. It is Unity's sincere hope that Commonwealth Seed Capital will amend its side letter agreement to reflect a one-year extension for item (b).

Respectfully,

A handwritten signature in black ink, appearing to read "Don Foster", is written over a faint, circular graphic element on the left side of the page.

Don Foster
Acting President and CEO

COMMONWEALTH SEED CAPITAL, LLC
300 West Vine Street, Suite 600
Lexington, Kentucky 40507-1751

February 26, 2021

Unity Aluminum, Inc.
1544 Winchester Avenue, Third Floor
Ashland, Kentucky 41101

Re: Letter Amendment

Ladies and Gentlemen:

This letter amendment (this "*Amendment*") amends the letter agreement dated April 24, 2018 (the "*Agreement*") between Unity Aluminum, Inc., a Delaware corporation (formerly Braidy Industries, Inc.) (the "*Company*") and Commonwealth Seed Capital, LLC, a Kentucky limited liability company ("*CSC*"), which amended and restated a letter agreement between the Company and CSC dated May 4, 2017. The Agreement relates to CSC's purchase of 3,000,000 shares of Series A-1 Preferred Stock of the Company, which shares of Series A-1 Preferred Stock were subsequently exchanged by CSC for 3,000,000 shares of the Company's common stock, par value \$0.0001 per share (the "*Shares*"). The Agreement shall remain in full force and effect except as amended by this Amendment. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement, as amended hereby.

Reference is hereby made to the following items of correspondence between the Company and certain of its advisors and CSC, which were sent to CSC in support of the Company's request for the extension referenced below:

- (i) a certain letter, dated January 12, 2021 (the "*January 12 Letter*"), from the Company to CSC representing that the Company had "met or exceeded all the provisions" of the Agreement except for clause (b) thereof, which states in pertinent part that the Company would (a) invest at least \$1,000,000,000 for the construction and equipping of a fully-integrated aluminum rolling mill within the Commonwealth of Kentucky or (b) secure the investment of at least \$1,000,000,000 in a separately-owned entity for the construction of a fully integrated aluminum rolling mill within the Commonwealth of Kentucky by December 31, 2020;
- (ii) a certain letter, dated January 13, 2021 (the "*January 13 Letter*"), from the Company to CSC representing that the Company had "met and or ... maintained" certain provisions of the Agreement, including that the Company would (a) maintain at least 51% of its employees employed within the Commonwealth of Kentucky; (b) maintain at least 51% of its tangible assets within the Commonwealth of Kentucky; and (c) maintain its headquarters within the Commonwealth of Kentucky;
- (iii) a certain letter, dated January 14, 2021 (the "*FBT Letter*"), from Frost Brown Todd LLC, outside counsel to the Company ("*FBT*"), confirming that there was, to FBT's knowledge, no then-currently pending litigation against the Company or any of its directors, officers or employees in their capacity as representatives of the Company; and
- (iv) a certain letter, dated January 15, 2021 (the "*January 15 Letter*" and, together with the January 12 Letter, the January 13 Letter and the FBT Letter, collectively, the "*Company Correspondence*"), from the Company to CSC representing (among other things) that (a) the Company had complied with all of the provisions of the Agreement except for

clause (b) thereof; (b) the Company would not meet the requirements of clause (b); (c) the Company had (x) raised over \$165,000,000 in equity, (y) received a term sheet commitment for up to \$300,000,000 in junior debt and (z) received a mandate letter with KFW IPEX-Bank for approximately \$580,000,000 in senior secured debt (collectively, the "Project Financing"); and (d) the Company's investment bank, Headwall Partners, was currently raising the remainder of such debt and equity with a goal to have such financing completed by the third quarter of 2021. In addition, the January 15 Letter contained a request for an eighteen-month extension for the Company's compliance with provision (b) of the Agreement.

Reference is hereby made to that certain Resolution No. 20-04 of the Kentucky Economic Development Partnership, dated December 17, 2020 ("*Resolution No. 20-04*"), pursuant to which the Kentucky Economic Development Partnership delegated to CSC the exclusive power and authority to take any and all actions relating to the Company, including the right to exercise all voting and consent rights of CSC as an equity holder of the Company and the right to take, or decline to take, any actions under any agreement entered into between CSC and the Company (including, for the avoidance of doubt, the Agreement).

As described more fully below and reflected in the Company Correspondence, a Triggering Event occurred at 11:59:59 p.m. on December 31, 2020 with respect to the Company's obligations under clause (b) of the Agreement. The Company delivered a Triggering Notice to CSC in accordance with the terms of the Agreement when it delivered the January 12 Letter. The Company has requested that CSC refrain from exercising its right to sell all of the Shares (with interest) to the Company in accordance with the terms of the Agreement. In exchange for its extension of the deadline for compliance with clause (b) of the Agreement until March 31, 2022, CSC is requiring that the Company enter into this Amendment.

Now, therefore, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. Amendments.

1.1 Financing and Project Commencement.

(a) Clause (b) of the Agreement is restated as follows:

"The failure of the Company (i) to secure the investment of at least \$1,000,000,000 for the construction and equipping of a fully-integrated aluminum rolling mill within the Commonwealth of Kentucky by March 31, 2022 or to secure the investment of at least \$1,000,000,000 in a wholly-owned subsidiary of the Company for the construction of a fully-integrated aluminum rolling mill within the Commonwealth of Kentucky by March 31, 2022 and (ii) to commence construction of or site preparation for such fully-integrated aluminum rolling mill within the Commonwealth of Kentucky with the proceeds of the investment described in subclause (i) by March 31, 2022;"

(b) Clause (d) of the Agreement is restated as follows:

"At any time from February 26, 2021 through and including the date of substantial completion of the fully-integrated aluminum rolling mill referred to in clause (b), the failure of the Company to maintain (i) at least 51% of its employees employed in the Commonwealth of Kentucky, (ii) at least 51% of its tangible assets located within the

Commonwealth of Kentucky and (iii) its headquarters located within the Commonwealth of Kentucky;”

2. **Board Observation Rights.** Upon the execution of this Amendment and subject to the terms herein, CSC will be entitled to the following board observation rights (the “*Board Observation Rights*”), in addition to any other rights that CSC may be entitled to pursuant to the Company’s Certificate of Incorporation and Bylaws.

2.1 Except as expressly provided herein, the Company shall permit one (1) representative named by CSC and reasonably acceptable to the Company to attend all meetings of the Company’s Board of Directors in a non-voting, observer capacity. CSC agrees, on behalf of itself and any representative exercising the observation rights set forth herein, that so long as it shall exercise its observation right (i) it shall hold in strict confidence, except as otherwise required by law, all information that it may receive or be given access to in connection with meetings of the Board of Directors and to act in a fiduciary manner with respect to all information so provided (provided, that this shall not limit such representative’s ability to discuss such matter with the officers, directors, members or legal counsel of CSC, as necessary) and (ii) the Board of Directors may withhold from such representative any written materials furnished or made available to the Board of Directors, and may also exclude it from any confidential “closed sessions” of the Board of Directors.

2.2 The Board Observation Rights shall terminate and be of no further force of effect upon the earliest to occur of (i) the closing of an underwritten initial public offering of shares of the Company’s capital stock pursuant to a registration statement filed by the Company with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, (ii) such time as the Company becomes required to file reports with the United States Securities and Exchange Commission under Section 12(g) or Section 15(d) of the Securities Exchange Act of 1934, as amended, (iii) such time, if any, as CSC no longer holds, in the aggregate, at least fifty percent (50%) of the Shares, calculated on an as converted basis (and as adjusted to reflect any split, dividend or similar change in the number of outstanding Shares held by CSC), or (iv) the Company’s compliance in full with clause (b) of the Agreement (as amended by this Amendment).

3. **Representations and Warranties of the Company.** The Company hereby represents and warrants to CSC that the following representations are true and complete as of the date hereof.

3.1 **Organization, Good Standing, Corporate Power and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted.

3.2 **Authorization.** All corporate action required to be taken by the Company’s Board of Directors and stockholders in order to authorize the Company to enter into this Amendment has been taken. All action on the part of the officers of the Company necessary for the execution and delivery of this Amendment and the performance of all obligations under this Amendment and the Agreement to be performed as of the date hereof (except as expressly provided for herein) has been taken. This Amendment, when executed and delivered by the Company, and the Agreement, as amended by this Amendment, will each constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application relating to or affecting the enforcement of creditors’ rights generally or (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.3 Compliance with Agreement. Except as provided herein, the Company has performed and complied with all covenants, agreements, obligations and conditions contained in the Agreement that are required to be performed or complied with by the Company on or before the date hereof.

4. Representations and Warranties of CSC. CSC hereby represents to the Company that:

4.1 Authorization. Pursuant to Resolution No. 20-04, CSC has full power and authority to enter into this Amendment. This Amendment, when executed and delivered by CSC, and the Agreement, as amended by this Amendment, will each constitute a valid and legally binding obligation of CSC, enforceable against CSC in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

[Remainder of page intentionally left blank]

Please indicate your acceptance by signing and returning the enclosed copy of this Amendment.

Very truly yours,

COMMONWEALTH SEED CAPITAL, LLC,
a Kentucky limited liability company

By: 

Name: Gene Fuqua
Title: President

Accepted and Agreed:

UNITY ALUMINUM, INC., a Delaware corporation

By: 

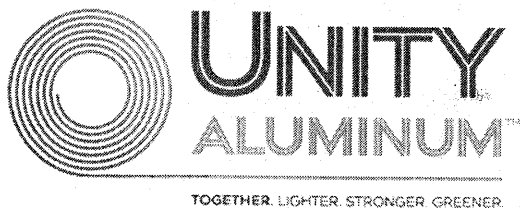
Name: Donald L. Foster
Title: Acting President and
Chief Executive Officer

From: Nathan Haney <NHaney@unityal.com>
Sent: Monday, March 15, 2021 10:13 AM
To: Charles Price <cprice@cephold.com>; Schneider, Barry <Barry.Schneider@steeldynamics.com>; Don Foster <DFoster@unityal.com>; Bruce Kramer <BKramer@unityal.com>; 'terry@accessvcapital.com' <terry@accessvcapital.com>; '(Mporter@hbs.edu)' <mporter@hbs.edu>; 'schuh@mit.edu' <schuh@mit.edu>; Jeff Hallos <jhallos@fbtlaw.com>
Cc: 'Eric O'Brien' <eric@fall-line-cap.com>; Gene Fuqua <gene.fuqua@commonwealthseed.com>; Cassandra Flocker <CFlocker@unityal.com>; Debbie Armbruster <DArmbruster@unityal.com>; Matthew Rakes <MRakes@unityal.com>; Unity Aluminum <unity@unityal.com>
Subject: RE: Unity Aluminum Board of Directors

Good morning,

This is just a friendly reminder that the Unity Aluminum, Inc. Board of Directors will convene virtually on **Tuesday, March 16, 2021 at 11:00am EST via Webex**. An invitation to that meeting was sent from my email address: nhaney@unityal.com last week. Thank you.

Nate Haney, J.D./M.B.A.
SVP, Global Affairs & Commercial Operations
Unity Aluminum
Mobile: 502.681.2610 | Office: 606.420.4637
nhaney@unityal.com
unityaluminum.com



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-----Original Appointment-----

From: Nathan Haney
Sent: Friday, March 12, 2021 4:28 PM
To: Nathan Haney; Charles Price; Schneider, Barry; Don Foster; Bruce Kramer; terry@accessvcapital.com; Mporter@hbs.edu; schuh@mit.edu; Jeff Hallos
Cc: Eric O'Brien; Gene Fuqua; Cassandra Flocker; Debbie Armbruster; Matthew Rakes; Unity Aluminum
Subject: Unity Aluminum Board of Directors
When: Tuesday, March 16, 2021 11:00 AM-1:00 PM (UTC-05:00) Eastern Time (US & Canada).
Where: +1-415-655-0001,,1328966839##

Unity Aluminum Inc.'s Board of Directors will meet virtually on Tuesday March 16th at 11:00am EST. Thank you.

-- Do not delete or change any of the following text --

When it's time, join your Webex meeting here.

Join meeting

More ways to join:

Join from the meeting link

<https://unityal.webex.com/unityal/j.php?MTID=m9aab1a09fbca2b722ba8ed8a1377198b>

Join by meeting number

Meeting number (access code): 132 896 6839

Meeting password: M9gHpgqS9d8

Tap to join from a mobile device (attendees only)

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Join by phone

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1-844-621-3956 United States Toll Free

Global call-in numbers | Toll-free calling restrictions

Join from a video system or application

Dial 1328966839@unityal.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial 1328966839.unityal@lync.webex.com

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Subject: Unity Aluminum Board of Directors
Location: +1-415-655-0001,,1328966839##
Start: Tue 3/16/2021 11:00 AM
End: Tue 3/16/2021 1:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
Organizer: Nathan Haney

Unity Aluminum Inc.'s Board of Directors will meet virtually on Tuesday March 16th at 11:00am EST. Thank you.

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Join from a video system or application

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You can also dial [173.243.2.68](tel:173.243.2.68) and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial [1328966839](tel:1328966839).unityal@lync.webex.com

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**Commonwealth Seed Capital
Management Committee Minutes
February 25, 2021**

The meeting was called to order at 1:00 p.m.

Notification of Press – Gene Fuqua confirmed the press had been notified.

Roll Call –

Gene Fuqua – Present

Luther Deaton –Present

Jean Hale – Absent

Larry Hayes-Present

Rich Hempel – Present

William Lear –Absent

William Strench –Present

Also present: David Owen, Will Horton, Mike Kane, Chris Otts, Jack Mazurak, Charlie Rowland

Gene Fuqua presented the minutes from the January 21, 2021 meeting. Luther Deaton moved the minutes be approved; the motion was seconded by Rich Hempel; the approval was unanimous.

Motion was made by Gene Fuqua, seconded by Luther Deaton, to enter Closed Session pursuant to KRS Section 61.810(1)(g), to discuss a confidential business proposal, open discussion of which would jeopardize the retention, expansion or upgrading of the business; the approval was unanimous.

--MOVED TO CLOSED SESSION--

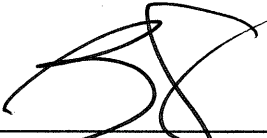
Motion was made by Gene Fuqua, seconded by Rich Hempel to return to Open Session; the approval was unanimous.

--OPEN SESSION--

Motion was made by Gene Fuqua, seconded by Luther Deaton to extend the term of the April 24, 2018 Letter between Commonwealth Seed Capital and Unity Aluminum to March 31, 2022 and amend and restate the agreement ; the approval was unanimous. William Strench abstained from voting.

The portfolio summary and financial statements were presented and reviewed.

Motion was made by Gene Fuqua, seconded by Rich Hempel adjourn at 1:25 p.m.; the vote was unanimous.



Benjamin E. Fuqua
President