

This instrument was prepared by and should be returned to:

Donald M. Warren, Esq.
Burr & Forman LLP
420 20th Street North, Suite 3400
Birmingham, AL 35203

STATE OF ALABAMA)
COUNTY OF SHELBY)

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”) is made as of this 23RD day of February, 2016, by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation (“**Grantor**”), and **P.R. WILBORN, LLC**, a Delaware limited liability company as successor by assignment to NSH Corp. (“**Grantee**”).

WITNESSETH:


WHEREAS, Grantor and Grantee are a party to that certain Agreement for the Purchase and Sale of Real Estate dated February 9, 2016 (as previously or hereafter amended, the “**Purchase Agreement**”) pursuant to which, contemporaneously herewith, Grantor is conveying to Grantee certain parcels of real property located in Jefferson and Shelby Counties, Alabama as more particularly described in the Purchase Agreement (the “**Benefited Property**”);

WHEREAS, Grantor owns real property in Jefferson County, Alabama which lies adjacent to the eastern side of the Benefited Property (the “**Adjacent Property**”); and

WHEREAS, subject to the terms and conditions of the Purchase Agreement, Grantee desires to obtain from Grantor, and Grantor has agreed to grant to Grantee, an easement in a portion of the Adjacent Property more particularly described in “**Exhibit A**” attached hereto and incorporated herein (the “**Easement Area**”), which Easement Area is also generally depicted on “**Exhibit B**” attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of all the covenants, terms, and conditions herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. General. The foregoing recitals are hereby incorporated herein as if fully set forth below. Except as otherwise specifically indicated, all references to Sections refer to Sections of this Agreement, and all references to Exhibits refer to the Exhibits attached hereto, which are hereby made a part hereof and incorporated herein by reference. The words “hereby,” “hereof,” “hereto,” “hereunder,” “hereinafter,” “herein,” and words of similar import refer to this Agreement as a whole and not to any particular Section hereof. The word “hereafter” shall mean after the date of this Agreement. The word “including” shall mean “including, without limitation.” Captions and Headings used herein are for convenience only and shall not be used to construe the meaning of any part of this Agreement.


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2. **Grant of Easement and Access.** Upon and subject to the terms hereof, and subject to any and all highway, railroad, and other public or private rights or easements, existing in or across the Adjacent Property, and to the rights of any person or other person who may have an interest in the Adjacent Property, Grantor hereby grants and conveys to Grantee for the "Term" (defined below) a non-exclusive easement (the "**Easement**") over and across the Easement Area for the sole purpose of pedestrian and vehicular ingress and egress to and from the Benefited Property.

3. **Construction, Use and Maintenance of Roadway Extension.**

(a) Grantee, at its sole cost and expense, may construct an extension of the existing roadway known as Flemming Parkway ("**Flemming Parkway**") located on the Adjacent Property (the "**Roadway Extension**") on the Easement Area as contemplated by and subject to the terms and conditions of the Purchase Agreement.

(b) The Roadway Extension shall be constructed in accordance with plans and specifications to be prepared by a civil engineer registered in the State of Alabama (collectively, the "**Roadway Plans**") and approved by Grantor in writing prior to commencement of construction of the Roadway Extension, which approval shall not be unreasonably withheld and provided that such approval shall be automatically deemed granted if Grantor shall not have objected to the Roadway Plans in writing within thirty (30) days after receipt thereof. The Roadway Extension shall connect to and extend Flemming Parkway to benefit and provide access for the Benefited Property and shall be constructed in accordance with applicable governmental rules and regulations so that, upon completion, the Roadway Extension may be conveyed for use as a public right-of-way. The Grantee shall pay all costs and expenses incurred in connection with the Roadway Plans.

(c) The Grantor and Grantee agree that their respective use of the Easement Area and Roadway Extension shall not unreasonably interfere with the use and enjoyment of the Easement Area and Roadway Extension or the respective lot(s) or parcel(s) owned by the other parties, or its invitees. The Grantee acknowledges and agrees that no gates, fences, or other obstructions shall be constructed on the Easement Area or Roadway Extension.

(d) The Grantee acknowledges and agrees that Grantee shall be responsible for the maintenance of the Roadway Extension until the termination of the Easement.

4. **Private Easement; Reservations of Rights.**

(a) The Easement is appurtenant to the Benefited Property and the Adjacent Property and shall run with the land for the Term hereof.

(b) Grantor reserves any and all right, title, and interest in and to the Easement Area not expressly granted herein; provided that none of the foregoing shall unreasonably interfere with Grantee's full use and enjoyment of the Easement Area as contemplated hereunder.

(c) Grantor reserves the right to relocate the Easement Area to any other location at any time and for any reason, provided that such relocation shall be at Grantor's cost and shall not

unreasonably interfere with Grantee's use of the Easement Area, except for a reasonable period of unavailability thereof for the purposes of relocating the same.

(d) Grantor reserves the right to construct, at its sole cost and expense, the Roadway Extension (if Grantor desires that the Roadway Extension be completed prior to the time period contemplated by Grantee) in order to provide access for the Adjacent Property or other lands of Grantor.

5. **Term.** The Easement shall be perpetual except as follows:

(a) Upon construction and opening of the Roadway Extension to the public, the Easement and all rights and obligations of Grantee hereunder (except those obligations that survive the termination hereof as set forth herein) will terminate and expire.

(b) Should Grantor elect to extend Flemming Parkway prior Grantee's construction of the Roadway Extension, and should the same thereafter be opened to the public in accordance with applicable governmental rules and regulations regarding the opening of public roads, then upon such opening, the Easement and all rights and obligations of Grantee hereunder (except those obligations that survive the termination hereof as set forth herein) will terminate and expire.

(c) Should Grantee elect not to construct the Roadway Extension, at Grantor's request, Grantee shall quitclaim its rights under this Easement to Grantor, and all Grantee's rights with respect to the Roadway Extension shall terminate and expire in their entirety; provided, however, such termination shall not terminate any obligations that expressly survive the termination of this Easement as set forth herein.

6. **Damages.** Grantee shall pay Grantor on demand for any damages to the Adjacent Property arising from or relating to Grantee's use of the Easement Area. Grantee shall reimburse Grantor on demand for any utilities and real estate, ad valorem, or other taxes levied against the Adjacent Property arising from Grantee's use of the Easement Area.

7. **Representations, Warranties, and Covenants.**

(a) The Roadway Extension shall be constructed and maintained: in a first-class, workmanlike manner; in compliance with all laws; and in good repair and in safe, neat, and orderly condition; shall not create a public or private nuisance; and shall not damage or injure any adjacent property or persons thereon.

(b) Grantee's use of the Easement Area: shall comply with all applicable federal, state, or local laws, rules, and regulations; shall not unreasonably interfere the access to or use and enjoyment of the Easement Area or any adjacent property, which access and use shall include, without limitation, the right of Grantor to connect service and access roads to the Roadway Extension in such locations as selected by Grantor in its discretion; shall not create a public or private nuisance; and shall not damage or injure any adjacent property or persons thereon.

(c) Grantee shall obtain all necessary permits for its activities on the Easement Area at its sole expense and to comply with all such permits. Grantee shall provide Grantor with copies of said permit(s) and any and all associated documents, maps, and plans. In the event Grantee requests Grantor's assistance in the construction of the Roadway Extension on the Easement Area, including any engineering, planning, permitting, or construction activities, Grantee shall reimburse Grantor for Grantor's costs in providing such assistance.

(d) Grantee shall not grant, create, or suffer any lien, claim, encumbrance, easement, restriction, or other charge or exception to title (including mechanic's, materialman's, or contractor's liens, mortgages, or security interests) to be to be filed against or placed on the Easement Area or any other property of Grantor. Grantee will, promptly upon discovery of any such use by, for, or thorough Grantee, take all necessary steps to compel the discontinuance of such use and to oust any occupants guilty of such use.

(e) Except in the case of emergencies upon or affecting the Easement Area, Grantee shall only install, construct, locate, maintain, relocate, modify and repair the Roadway Extension, or otherwise conduct any activities that would be disruptive to the Adjacent Property or surrounding properties or the inhabitants or occupants thereof, on normal business days during daylight hours.

8. Reaffirmation and Acknowledgment of Obligations Under Purchase Agreement.

Notwithstanding the closing contemplated by the Purchase Agreement, the Grantor and Grantee acknowledge and affirm that certain obligations set forth in the Purchase Agreement shall survive such closing, including, without limitation, the rights and obligations of Grantor and Grantee pursuant to Section 41 of the Purchase Agreement, which rights and obligations remain in full force and effect and are hereby ratified and reaffirmed by Grantor and Grantee in all respects, the same being incorporated herein by reference. Such obligations shall survive the termination hereof except as otherwise set forth herein.

9. Disclaimers of Warranties; Limitations of Liability.

(a) Grantee represents, warrants, acknowledges, and agrees that (i) it has examined and inspected the Easement Area and that Grantee has determined that the Easement Area is suitable for Grantee's uses contemplated hereunder, (ii) Grantor has not undertaken and will not be obligated to maintain the Easement Area in any manner whatsoever, including maintaining the Easement Area in a safe and habitable condition, (iii) GRANTOR'S EXPRESS WARRANTIES HEREIN ARE ITS EXCLUSIVE WARRANTIES AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE EASEMENT AREA, OR ANY OTHER MATTER WHATSOEVER, AND (iv) EXCEPT FOR GRANTOR'S EXPRESS WARRANTIES HEREIN: (a) THE EASEMENT AREA IS PROVIDED "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS"; (b) TO THE FULLEST EXTENT PERMITTED BY LAW GRANTOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, COURSE OF DEALING OR PERFORMANCE, TRADE USAGE, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) Notwithstanding any terms herein to the contrary: (i) Grantee acknowledges and agrees that the liability of Grantor for the performance of its duties and obligations hereunder is strictly limited to the amount paid by Grantee to Grantor hereunder for Grantee's use and occupancy of the Easement Area, if any, and that neither Grantor nor any party acting by, through, or for Grantor or on Grantor's behalf shall have any personal liability whatsoever; and (ii) IN NO EVENT SHALL GRANTOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, INCLUDING BUSINESS INTERRUPTION OR LOST PROFITS.

10. Insurance.

(a) Before Grantee or any of its contractors visits or occupies the Easement Area, it will obtain and maintain in full force and effect, and will cause its contractors to maintain in full force and effect, insurance coverage in accordance with the terms and provisions outlined in Exhibit "H" of the Purchase Agreement, which is deemed a part hereof and incorporated herein. Grantee further agrees that before it or any of its contractors visits or occupies the Easement Area that it shall provide Grantor with proof of the aforementioned insurance coverage in a form suitable to Grantor.

(b) The obligations set forth in this Section and in the above-referenced Exhibit "H" shall survive the expiration or termination of the Easement as to any matters that occurred during or resulted from the term of the Easement.

11. Indemnification; Defense.

(a) Grantee, for itself, its successors and assigns, agrees to and hereby does indemnify and hold harmless Grantor, its parents, subsidiaries, affiliates, and divisions, and each of their shareholders, members, and partners, and each of their officers, directors, employees, agents, representatives, and contractors, and each of their heirs, personal representatives, successors, and assigns (the "**Indemnified Parties**") from and against any and all claims, actions, losses, liabilities, obligations, costs, expenses, fines, fees, verdicts, judgments, or any other damages, of any nature whatsoever, whether arising from contract, tort, or otherwise, including reasonable attorney's fees, defense costs, investigation expenses, discovery costs, court costs, and all other expenses, arising from or relating to: (i) Grantee's performance or nonperformance of any term or condition of this Agreement; (ii) bodily injury, illness, disease, death, property damage, or loss of use, maintenance, cure, profit, or wages occurring on or caused by occurrences on the Easement Area; (iii) Grantee's violation of any ordinance, permit, order, law, regulation, statute, legislation, judgment, or decree; and/or (iv) any use by Grantee of the Easement Area or any other property of Grantor, including Grantee's presence, occupancy or use of the Easement Area prior to the date hereof, and in any and all events, including (a) any acts or omissions of Grantee's agents, employees, managers, visitors, contractors, subcontractors, lessees, sublessees, invitees, licensees, customers, concessionaires or assignees and (b) any and all acts or omissions, including the actual or alleged negligence of one or more of the Indemnified Parties, whether or not occurring on the Easement Area and whether or not such acts or omissions cause or result in bodily injury, illness, disease, death, property damage, or loss of use, maintenance, cure, profit, or wages of employee(s) of Grantor or Grantee (all of the foregoing, the "**Indemnified Matters**").

(b) Grantee agrees to defend each of the Indemnified Parties, at Grantee's sole cost and expense, in any litigation, action, arbitration, mediation, or other legal or administrative proceeding against one or more of the Indemnified Parties arising from or relating to any of the Indemnified Matters; provided that the Indemnified Party shall have the right to approve or disapprove of (i) counsel chosen by Grantee to represent the Indemnified Party in any such matter, and in the event counsel chosen by Grantee is unacceptable to the Indemnified Party, the Indemnified Party may engage its own counsel, at Grantee's sole cost and expense, to represent the Indemnified Party in such matter, (ii) defenses, counterclaims, or cross claims to be raised or made by or on behalf of the Indemnified Party, and (iii) whether or not to settle any such matter.

(c) The terms of this Section shall survive the expiration or termination hereof.

12. **Environmental Laws; Hazardous Substances.**

(a) For the purposes of this Section: (i) "**Environmental Laws**" means all federal, state, and local environmental health or safety laws, rules, regulations, codes, ordinances, orders, and rules of common law now or any time hereafter in effect, including requirements of governmental authorities regulating, relating to, or imposing liability for, or standards of conduct for, any Hazardous Material, including the Comprehensive Environmental Response, Compensation and Liability Act and any so-called "Superfund" or "Superlien" law; and (ii) "**Hazardous Material**" means any hazardous, toxic, or dangerous substance, waste, or material, whether in solid, liquid, or gaseous form, including asbestos, petroleum products, and any and all substances and materials defined as hazardous, toxic, or dangerous in (or for purposes of) any Environmental Law.

(b) Grantee covenants that, except in compliance with Environmental Laws, (i) no flammable, explosive, or dangerous fluids or substances shall be used or kept on or about the Easement Area or any other property of Grantor, (ii) Grantee shall not, without Grantor's prior written consent, bring, introduce, install, store, maintain, use, spill, remove, release, or dispose of any Hazardous Material on or about the Easement Area or any other property of Grantor, (iii) Grantee shall, and its use of the Easement Area shall, comply with all Environmental Laws, and (iv) Grantee will immediately notify Grantor of (a) any violation of any Environmental Law, (b) receipt of any notice or warning from, and/or any visit by, any environmental governmental agency for any reason whatsoever.

(c) In the event there is a spill, release, or disposal of any Hazardous Materials on the Easement Area, Grantee will immediately cease transmitting any Hazardous Materials under, on, or over the Easement Area until such time as Grantor certifies that the Hazardous Materials spilled, released, or disposed of on the Easement Area have been satisfactorily cleaned and that appropriate measures have been taken to remedy the cause of the spill, release, or disposal, both in Grantor's discretion.

(d) The terms of this Section shall survive the expiration or earlier termination hereof.

13. **Default.**

(a) In the event that any party to this Agreement shall be in breach of any term, condition, or covenant of this Agreement, and fails for thirty (30) days after receipt from the non-

defaulting party(ies) of written notice thereof to remedy or begin to diligently and in good faith remedy such breach, the non-defaulting party(ies) shall have the right to take reasonable action to remedy such breach at the expense of the defaulting party. The defaulting party shall be liable for all reasonable costs incurred by the non-defaulting party(ies), including attorneys' fees and other legal costs (including costs of appeal).

(b) No remedy conferred upon or reserved to any party hereunder or at law or in equity shall be considered exclusive of any other remedy, but all such remedies are cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

14. Miscellaneous.

(a) Entire Agreement; Binding Effect. This Agreement, including any terms and conditions incorporated herein or attached hereto, constitutes the entire agreement between the parties, and there are no representations, oral or written, that have not been incorporated herein. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by either party.

(b) Amendment. This Agreement may be amended, renewed, extended, or canceled only by a written instrument executed on behalf of each of the parties hereto by an authorized representative of each party, and neither party shall, at any time or in any way, assert or contend that any amendment, extension or cancellation of this Agreement (or any part or parts, including this Section) has been made other than by a written instrument so executed.

(c) Assignment. Grantee may not transfer or assign its rights and obligations under this Agreement, in whole or in part, without the prior written consent of Grantor. Additionally, Grantor and Grantee do not intend to, nor do they, create any rights in any third party or person not a signatory to this Agreement.


(d) Notice. Any notice that may at any time be required to be given hereunder shall be deemed to have been properly given if personally hand delivered to the other party, or if sent by United States first class registered or certified mail, postage prepaid, or by facsimile transmission, addressed as follows:

If to Grantor:

USS Real Estate
600 Grant Street, 16th Fl.
Pittsburgh, PA 15219-2800
Attn: General Manager
Fax: (412) 433-5148

With a copy to:

United States Steel Corporation
600 Grant Street, Ste. 1500
Pittsburgh, PA 15219-2800


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Attn: Attorney – Real Estate
Fax: (412) 433-2912

If to Grantee:

P.R. Wilborn, LLC
c/o NSH Corp.
3545 Market Street
Hoover, AL 35226
Attn: Dwight Sandlin

All notices shall be effective when received by the party to whom addressed. Either party may by such a notice to the other party designate a different addressee to whom or address to which any such notice shall be sent.

(e) Construction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Easement Area is located, without giving effect to its conflicts of law provisions. Each party, for itself and its heirs, representatives, successors, and assigns, hereby irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in or for the county in which the Easement Area is located for the resolution of any conflicts arising hereunder, and each agrees that such courts are the proper and convenient venue and waive any right to object to such venue as being inconvenient or otherwise.

(f) Counterpart. This Agreement may be signed in one or more counterparts, and by facsimile transmission, all of which shall be treated as one and the same original agreement. Each party shall provide an executed copy to the other.

(g) Severability. If any provision of this Agreement is found to be invalid or otherwise unenforceable in any court of competent jurisdiction, the allegedly invalid or unenforceable provision shall be deemed valid and enforceable to the maximum extent permitted by law and shall be deemed to be amended to the minimum extent necessary to make it valid and enforceable in such jurisdiction, and the alleged invalidity and/or unenforceability in such jurisdiction shall not affect the validity or enforceability of any other provision hereof in such jurisdiction or the validity or enforceability of the allegedly invalid and/or unenforceable provision, or of any other provision hereof, in any other jurisdiction.

(h) Survival. The following provisions hereof shall survive the expiration or earlier termination hereof: (i) all provisions hereof that specifically state that they shall survive the expiration or earlier termination hereof, and (ii) all provisions that, by their nature, should be reasonably anticipated by the parties to survive the expiration or earlier termination hereof.

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[2 Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date(s) indicated herein.

GRANTOR:

UNITED STATES STEEL CORPORATION,
a Delaware corporation

By: W. L. Silver, III
W. L. Silver, III
Director – Real Estate, a division of
United States Steel Corporation

STATE OF ALABAMA

)

) SS:

COUNTY OF JEFFERSON

)

On this 23rd day of February, 2016, before me, the undersigned Notary Public, personally appeared W. L. Silver, III, known to me (or satisfactorily proven) to be the person whose name is ascribed to the foregoing instrument, and who acknowledged himself to be the Director - Real Estate, a division of United States Steel Corporation, a Delaware corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 8/16/16

William Cunningham
Notary Public

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P.R. WILBORN, LLC,
a Delaware limited liability company

By: John N Hughes
Print Name: JOHN N HUGHES
Its: Manager

STATE OF ALABAMA)
)
) SS:
COUNTY OF ~~JEFFERSON~~ MADISON)

On this 23rd day of February, 2016, before me, the undersigned Notary Public, personally appeared John W. Hughey, known to me (or satisfactorily proven) to be the person whose name is ascribed to the foregoing instrument, and who acknowledged himself to be the Manager of P.R. Wilborn, LLC, a Delaware limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such limited liability company.

My Commission Expires: 7-30-16

Paul B Seef
Notary Public

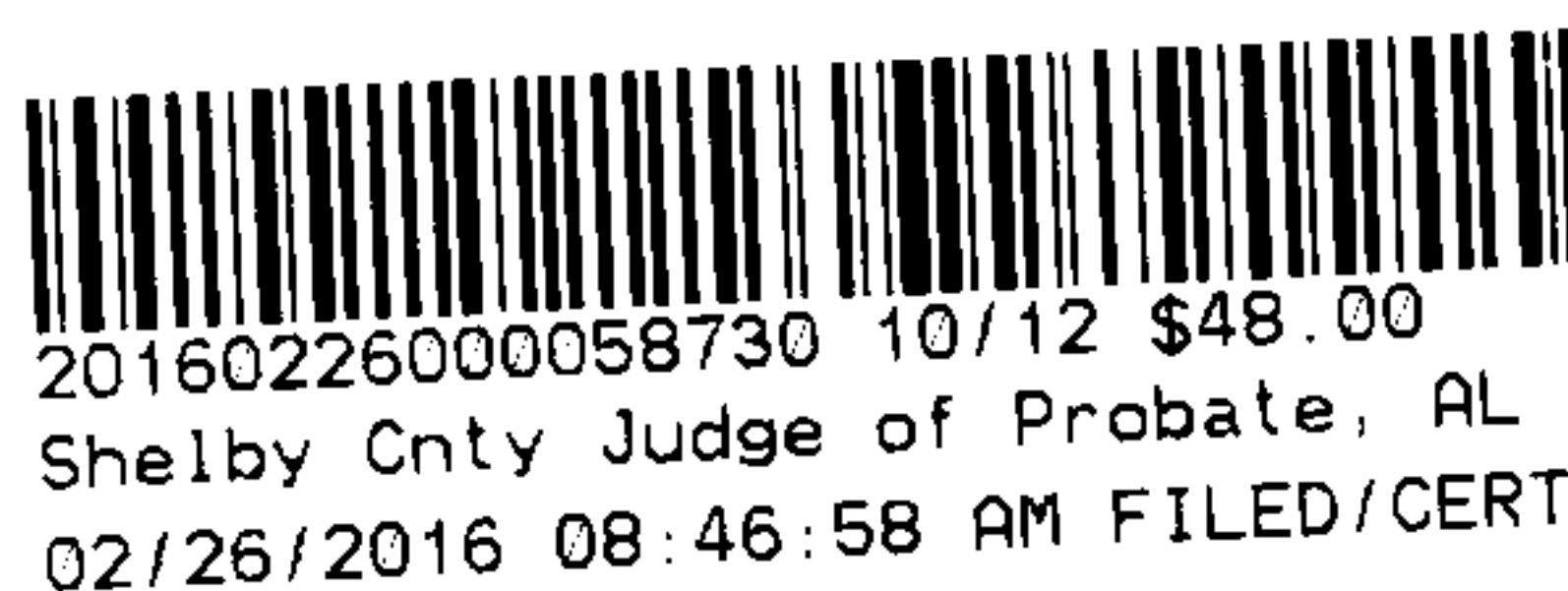
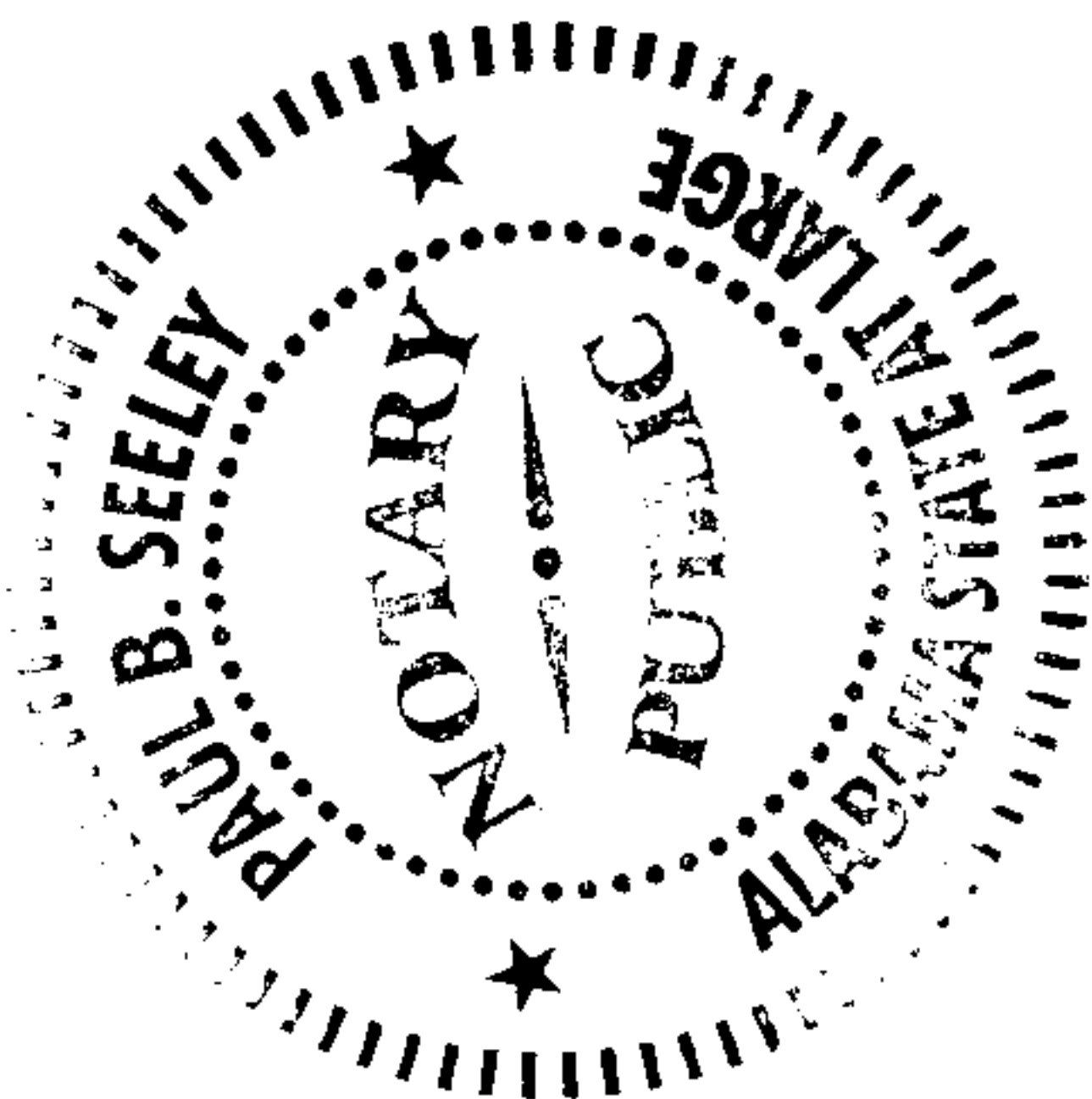


EXHIBIT "A"

Easement Area Legal Description

PARCEL "A - B"

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama and run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1034.78' feet to a point; thence deflect $90^{\circ}00'00''$ to the right and run in an Easterly direction a distance of 1343.68 feet to the Point of Beginning of a 150 foot wide roadway easement, lying 75 feet either side of, parallel to and abutting the following describe centerline, said point being the beginning of a curve to the right, having a central angle of $43^{\circ}49'48''$ and a radius of 650.00 feet; thence deflect $261^{\circ}13'22''$ to the right and run along the arc of said curve in a Southwesterly direction a distance of 497.43 feet to a point; thence run tangent to said curve in a Southwesterly direction a distance of 676.43 feet to the beginning of a curve to the left having a central angle of $33^{\circ}09'08''$ and a radius of 800.00 feet; thence continue along the arc of said curve in a Southerly direction a distance of 462.89 to the point on the Westerly Right of Way Line of an Alabama Power Company Transmission Line and Endpoint of said easement, containing 5.63 acres.



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EXHIBIT "B"

Depiction of Easement Area

