STATE OF ALABAMA)
COUNTIES OF JEFFERSON AND SHELBY)

ASSIGNMENT OF DEVELOPER RIGHTS

THIS ASSIGNMENT OF DEVELOPER RIGHTS (this "<u>Assignment</u>") is made and entered into effective as of the 22nd day of December, 2025 (the "<u>Effective Date</u>") by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation ("<u>USS</u>"), and **U. S. STEEL REAL ESTATE**, **LLC**, a Delaware limited liability company ("<u>New Developer</u>").

RECITALS:

Pursuant to Blanket Conveyance, Bill of Sale and Assignment dated February 27, 1992 and recorded in Real 873, Page 269 in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, USS became the "Developer" under each of the following (collectively, the "Declarations and Association Documents"):

- (a) Declaration of Protective Covenants of Trace Crossings (Residential) dated July 21, 1988 and recorded in Real 708, Page 531 in the Office of the Judge of Probate of Jefferson County, Alabama (the "Jefferson Probate Office") and as Instrument # 20120823000317130 in the Office of the Judge of Probate of Shelby County, Alabama (the "Shelby Probate Office"), as amended (collectively, the "Residential Declaration"), and the Articles of Incorporation and Bylaws of the Trace Crossings Residential Association, Inc., as amended; and
- (b) Declaration of Protective Covenants of Trace Crossings (Business) dated as of March 20, 1987 and recorded in Real 646, Page 515 in the Jefferson Probate Office and in Real 127, Page 649 in the Shelby Probate Office, as amended (collectively, the "Business Declaration"), and the Articles of Incorporation and Bylaws of the Trace Crossings Business Association, Inc., as amended.

New Developer is the owner of real property subject to the Residential Declaration and the Business Declaration.

USS desires to assign to New Developer all of the right, title and interest of USS as the "Developer" under the Declarations and the Association Documents and New Developer desires to accept and assume the same.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USS and New Developer do hereby agree as follows:

1. Assignment and Assumption of Developer Rights.

- (a) New Developer is the successor and assignee of USS. Accordingly, USS does hereby transfer, assign, set-over and deliver to New Developer all of the right, title and interest of USS as "Developer" in, to and under the Declarations and Association Documents, including, without limitation, all rights, powers, reservations, easements and duties held by USS as "Developer" in, to and under the Declarations and Association Documents (collectively, the "Assigned Rights").
- (b) New Developer does hereby accept and assume all of the Assigned Rights from and after the Effective Date; provided, however, that notwithstanding anything provided in this Assignment to the contrary, New Developer shall not assume and shall not otherwise be liable for any acts or omissions of USS relating to the Assigned Rights occurring at any time prior to the Effective Date.
- 2. <u>Further Assurances</u>. The parties hereto each agree to execute and deliver, or cause to be executed and delivered, any and all further documents, instruments and agreements as may be reasonably necessary to evidence the transfer and assignment of the Assigned Rights.

IN WITNESS WHEREOF, USS and New Developer have executed this Assignment as of the Effective Date.

	UNITED STATES STEEL CORPORATION, a Delaware corporation	
	By: OPC	
	Printed Name: Jammie P Cowden	
	Title: Director—Real Estate	
STATE OF ALABAMA		
	•	
JEFFERSON COUNTY)	

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jammie P Cowden, whose name as Director—Real Estate of UNITED STATES STEEL CORPORATION, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given times, my hand and official seal this 2 day of December, 2025.

Muly L. Than
Notary Public 1/30/27

U. S. STEEL REAL ESTATE, LLC, a Delaware

limited liability company

Printed Name: Jammie P Cowden

Title: Vice President

STATE OF ALABAMA

)

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jammie P Cowden, whose name as Vice President of U. S. STEEL REAL ESTATE, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this $\frac{1}{2}$ day of December, 2025.

NOTARY PUBLICATION OF ALABAMINING THE OF ALABAMININ

This instrument prepared by:
Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
(205) 521-8000

Notary Public

My commission expires:

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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