STATE OF ALABAMA)
	4 ÷
COUNTY OF SHELBY)

ASSIGNMENT OF DEVELOPMENT AGREEMENTS

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENTS (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>Assignee</u>").

RECITALS:

USS and Newcastle Development, LLC, an Alabama limited liability company ("<u>Newcastle</u>") have heretofore entered into the following two (2) Development Agreements (collectively, the "<u>Hillsboro Development Agreements</u>"):

- (a) Development Agreement dated June 28, 2019 between USS and Newcastle, which has been recorded as Instrument 20180629000233820 in the Office of the Judge of Probate of Shelby County, Alabama, as amended; and
- (b) Development Agreement dated August 19, 2020 between USS and Newcastle which has been recorded as Instrument 20200819000361170 in the Office of the Judge of Probate of Shelby County, Alabama, as amended.

USS desires to assign to Assignee all of the right, title and interest of USS under the Hillsboro Development Agreements and Assignee 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 Assignee do hereby agree as follows:

1. Assignment and Assumption.

- (a) USS does hereby transfer, assign, set-over and deliver to Assignee all of the right, title and interest of USS in and to the Hillsboro Development Agreements.
- (b) Assignee does hereby accept and assume all of the right, title and interest of USS in and to the Hillsboro Development Agreements from and after the Effective Date; provided, however, that notwithstanding anything provided in this Assignment to the contrary, Assignee shall not assume and shall not otherwise be liable for any acts or omissions of USS under the Hillsboro Development Agreements 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, assignment and assumption of all right, title and interest of USS under the Hillsboro Development Agreements.

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

UNITED STATES STEEL CORPORATION, a Delaware corporation

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

1111111111

Notary Public

My commission expires:

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 day of December, 2025.

Notary Public My commission expires:

20251223000392660

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/23/2025 12:46:54 PM
\$29.00 BRITTANI

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

alli 5. Buyl