

Exhibit A

REAL ESTATE LICENSE AGREEMENT

This REAL ESTATE LICENSE AGREEMENT (this “**License**”) is made as of this ____ day [REDACTED], 2020, by and between the CITY OF DULUTH, a political subdivision of the State of Minnesota (“**Licensor**”), and UNITED STATES STEEL CORPORATION, a Delaware corporation (“**Licensee**”).

W I T N E S S E T H:

WHEREAS, Licensor owns real property in the City of Duluth, St. Louis County, Minnesota known as Parcel IDs 010-2746-01600, 010-2730-00150, and 010-2746-00620 as depicted on “**Exhibit A**” attached hereto and made a part hereof (the “**Premises**”); and

WHEREAS, Licensee desires to obtain from Licensor, and upon and subject to the terms hereof Licensor has agreed to grant to Licensee, a license to use the Premises.

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

- 1. Grant of License.** On and subject to the terms hereof, Licensor grants to Licensee the right to use the surface of the Premises during the term hereof for the purpose of: performing certain earthmoving, environmental remediation, construction, and related activities and to temporarily close the Premises to public use and rail traffic.
- 2. Term and Termination.** Licensee’s right to use the Premises shall begin at 12:01 AM on the date set forth above, and shall terminate at 11:59 PM on December 31, 2023. Licensor may terminate this Agreement at any time upon Licensee’s uncured default under the Letter of Intent for Development Agreement (the “**Letter**”) as signed and accepted by the parties” or if Licensor and Licensee have not entered into a Development Agreement in a form contemplated by the Letter by October 31, 2020.
- 3. Licensee’s Covenants.** Licensee covenants to Licensor and agrees as follows: (a) Licensee’s use of the Premises shall comply with all applicable federal, state, or local laws, rules, regulations, ordinances, and permits; (b) Licensee shall obtain, at its sole expense, all required permits for its activities on the Premises; (c) Licensee shall not grant, create, or suffer any lien, claim, encumbrance, restriction, or other charge to be placed on the Premises or any other property

Licensors; and (d) upon the expiration hereof, Licensee shall restore the Premises to substantially the same condition as they existed prior to the date hereof, ordinary wear and tear and the work to be performed pursuant hereto or the Letter above excepted.

4. Disclaimers of Warranties. Licensee acknowledges and agrees that: (i) LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PREMISES OR ANY OTHER MATTER WHATSOEVER; AND (ii) EXCEPT FOR LICENSOR'S EXPRESS WARRANTIES HEREIN, WHICH ARE LICENSOR'S EXCLUSIVE WARRANTIES: (a) THE PREMISES ARE PROVIDED "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS"; (b) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR 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.

5. Insurance. Licensee agrees that before it visits or occupies the Premises, it will provide Licensors with sufficient documentation that Licensee is self-insured for workers' compensation, auto liability and General Liability which meets the State of Minnesota Statutes §466.04 requirements. Licensee will maintain said self-insurance in full force and effect throughout the term hereof. The obligations set forth in this Section shall survive the expiration or termination of this License as to any matters that occurred during or resulted from the term of this License.

6. Indemnification; Defense.

(A) Generally. Licensee will to the fullest extent permitted by law, protect, indemnify and save the Licensors and its affiliates and each of their officers, agents, servants, employees and each of their heirs, personal representatives, successors and assigns, harmless from and against all liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees and expenses, causes of action, suits, claims demands and judgments of any nature arising from any of the following, except to the extent that same result from the sole negligence, gross negligence, or willful misconduct by the Licensors, its officers, agents or employees or from the acts or omissions of third parties independent of Licensee, in which case Licensee's indemnification and hold harmless shall not apply:

(1) Any injury to or death of any person or damage to the Premises, or growing out of or in connection with the use or non-use, or occupancy of the Premises or any part thereof and also, without limitation, any and all acts or

operations by Licensee related to the construction or installation of the Project (as defined in the Letter) on any portion of the Premises, except as provided for above. The foregoing indemnification shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Licensee's customers, suppliers or affiliated organizations under any Workers' Compensation Act, Disability Benefit Acts or any other Employee Benefit Acts;

(2) Any violation of any contract, agreement or restriction to which Licensee is a party related to Licensee's use of the Project or the Land which shall have existed at the commencement of the term of this Agreement or shall have been approved by Licensee;

(3) Any violation, or alleged violation by Licensee, or any employee or agent of Licensee or any contractor of Licensee, of state, federal or local law, rule or regulation affecting the Premises or the ownership, occupancy or use thereof; and

(4) Any mechanic's liens or similar liens placed by, for, or through Licensee or resulting from the acts of Licensee's agents, contractors or subcontractors.

(B) Indemnification Procedures. Promptly after receipt by Licensee of notice of the commencement of any action with respect to which Licensee is required to indemnify such person under this Section, the Licenser shall notify Licensee in writing of the commencement thereof, and, subject to the provisions as hereinafter stated, Licensee shall assume the defense of such action, including the employment of counsel satisfactory to the indemnitee and the payment of expenses. In so far as such action shall relate to any alleged liability of the Licenser with respect to which indemnity may be sought against Licensee, the Licenser shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of Licensee.

7. Environmental Laws; Hazardous Substances.

(A) Definitions. 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, without limitation, requirements of governmental authorities regulating, relating to, or imposing liability for, or standards of conduct for, any Hazardous Material, including, without limitation, 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, without limitation, 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) Covenant. Licensee covenants that, except in compliance with Environmental Laws, (i) no flammable, explosive, dangerous fluids or substances, or petroleum products shall be used or kept on or about the Premises or any other property of Licensors, (ii) Licensee shall not, without Licensors’ prior written consent, bring, introduce, install, store, maintain, use, spill, remove, release, or dispose of any Hazardous Material on or about the Premises or any other property of Licensors, (iii) Licensee shall, and its use of the Premises shall, comply with all Environmental Laws, and (iv) Licensee will immediately notify Licensors 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) Survival. This Section shall survive the expiration or earlier termination hereof.

8. Default and Remedies

(A) Events of Default. The following shall be deemed to be Events of Default by Licensee under the terms and conditions of this Agreement to which the remedies set forth in Paragraph B below shall be applicable as otherwise set forth in this Agreement. Except as otherwise specifically provided herein, following notice of a default, Licensee shall have thirty (30) days to cure such default and provide evidence of such cure to the Licensors unless such default is not reasonably susceptible to being cured within thirty (30) days, in which event the Licensee shall commence the cure within the 30-day period and thereafter diligently pursue said cure. Licensee shall not permit any liens on the Premises by, for, or through Licensee or resulting from the acts of Licensee except as expressly provided for in the Letter.

(1) Licensee shall breach, beyond any cure periods permitted thereunder, any of the terms or conditions in conformance with the requirements of the Letter.

(2) Any of the following shall occur: (i) Licensee shall seek relief in bankruptcy, or make a general assignment for the benefit of creditors, or (ii) there is filed by or against Licensee a petition in bankruptcy or for the appointment of a

receiver, or (iii) any creditor commences under any bankruptcy or insolvency law proceedings for relief against Licensee, or (iv) an action is sought for the composition, extension, arrangement or adjustment of Licensee's obligations, or (v) Licensee discontinues its business as a going concern, or (vi) Licensee defaults on any other obligation to the Licensors beyond any applicable notice and cure periods, or (vii) Licensee's business is taken over or control is assumed by any government or governmental agency.

(3) Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Licensee or by any governmental agency against any collateral securing financing. However, this Event of Default shall not apply if there is a good faith dispute by Licensee as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Licensee gives the City written notice of the creditor or forfeiture proceeding and deposits with the City monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by the City, in its sole discretion, as being an adequate reserve or bond for the dispute.

(4) Licensee is in default of any other obligation of Licensee under the terms and conditions of this Agreement.

(B) B. General Remedies. Except as otherwise set forth in this Agreement, the Licensors shall have the following remedies in the case of an Event of Default by Licensee:

(1) Terminate this Agreement.

(2) Any of the various remedies provided in the Letter.

(3) Seek and be entitled to monetary damages from Licensee for any damages incurred by the Licensors as a result of Licensee's default.

(4) Seek and be entitled to injunctive or declaratory relief as is necessary to prevent Licensee's violation of the terms and conditions of this Agreement or to compel Licensee's performance of its obligations hereunder.

(C) Non-Waiver. The waiver by the Licensors of any Event of Default on the part of Licensee or the failure of the Licensors to declare default on the part of Licensee of any of its obligations pursuant to this Agreement or the Letter shall not be deemed to be a waiver of any subsequent Event of Default on the part of Licensee of the same or of any other obligation of Licensee under this Agreement or the Letter.

To be effective, any waiver of any Event of Default by Licensee hereunder shall be in writing by the Licensor.

(D) Remedies Cumulative. The remedies provided under this Agreement shall be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be the waiver of any other remedy with regard to any occasion of an Event of Default hereunder.

9. Miscellaneous.

(A) **Entire Agreement; Binding Effect.** This License, 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 License 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 License 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 hereof (or any part or parts, including this Subsection) has been made other than by a written instrument so executed.

(C) **Notices.** Notices hereunder shall be given by hand delivery or by overnight mail, postage prepaid, as addressed below and shall be effective when received. Either party may change its notice address by written notice to the other party of such change. Notice made via email may satisfy the requirements in this Section only if the receiving party waives in reply email the personal, overnight, or certified mail delivery requirements of this Section. Except as otherwise provided in this Agreement, a notice is effective only (i) on receipt by the receiving party, and (ii) if the party giving the notice has complied with the requirements of this Section.

If to Licensor:

The City of Duluth
411 West First Street, Room 402
Duluth, Minnesota 55802
Attn: Mr. Noah Schuchman, Chief Administrative Officer

If to Licensee:

United States Steel Corporation
Environmental Remediation
1350 Penn Ave – Suite 200
Pittsburgh, PA 15222

With a copy to:

United States Steel Corporation
600 Grant Street
Pittsburgh, PA 15219-2800
Attn: Counsel - Real Estate
Email: contract.legal.notices@uss.com

(D) References. Except as otherwise specifically indicated: all references to Section and Subsection numbers refer to Sections and Subsections hereof; all references to Exhibits refer to the Exhibits hereto, irrespective of whether the same are actually attached hereto, all of which are made a part hereof and incorporated herein by reference; the words “herein,” “hereof,” “hereto,” “hereunder,” etc. refer to this License as a whole and not to a particular Section or Subsection hereof; and the word “including” shall mean “including, without limitation”. Headings used herein are for convenience only and shall not be used to construe the meaning of any part hereof.

(E) Construction; Venue. This License shall be governed by and performed in accordance with the laws of the state in which the Premises are located, without giving effect to its conflicts of law provisions. Each party irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in or for the county in which the Premises are located for the resolution of any conflicts arising hereunder, agrees that such courts are the proper and convenient venue, and waives any claim that such venue is inconvenient.

(F) Counterpart. This License 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.

(G) Severability. If any provision hereof 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.

(I) Recordation. Neither party shall be permitted to record this License in the official records of any jurisdiction, including the jurisdiction in which the Premises are located.

Signatures on Following Page

Signature Page to Real Estate License Agreement:

IN WITNESS WHEREOF, the parties have executed this License as of the date above.

LICENSOR:

City of Duluth,
a political subdivision of the State of
Minnesota

LICENSEE:

United States Steel Corporation,
a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A
[Depicted or Described] of the Premises

Access Agreement

Exhibit A

