

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934

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Date of Report (Date of earliest event reported):  
August 17, 2012

United States Steel Corporation  
(Exact name of registrant as specified in its charter)

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Delaware  
(State or other  
jurisdiction of  
incorporation)

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1-16811  
(Commission File Number)

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25-1897152  
(IRS Employer  
Identification No.)

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600 Grant Street, Pittsburgh, PA  
(Address of principal executive offices)

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15219-2800  
(Zip Code)

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(412) 433-1121  
(Registrant's telephone number,  
including area code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement**

On August 17, 2012, United States Steel Corporation (the "Corporation") entered into three loan agreements (the "Agreements") in connection with the issuance and sale of a total of \$93,995,000 of Environmental Improvement Revenue Bonds, (the "Bonds") consisting of the following issues:

- (i) \$29,000,000 Indiana Finance Authority 5.75% Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project) (Maturity Date August 1, 2042);
- (ii) \$24,995,000 Allegheny County (Pennsylvania) Industrial Development Authority 5.75% Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project) (Maturity Date August 1, 2042); and
- (iii) \$40,000,000 Southwestern Illinois Development Authority 5.75% Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project) (Maturity Date August 1, 2042).

Pursuant to each of the Agreements, the proceeds from the sale of the Bonds will be used to finance the costs of acquiring, constructing, equipping and installing certain pollution control or abatement facilities of the Corporation.

Each Agreement obligates the Corporation to provide the trustee under the Indenture executed for each issue of the Bonds with funds sufficient to pay, when due, the principal of and interest on the Bonds of such issue.

Copies of the Agreements are filed herewith as Exhibit 10.1 through 10.3.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The disclosure under Item 1.01 of this Form 8-K is incorporated in this Item 2.03 by reference.

**Item 9.01. Financial Statements and Exhibits**

## (c) Exhibits

- 10.1 Loan Agreement dated as of August 1, 2012 between the Corporation and the Indiana Finance Authority regarding \$29,000,000 Indiana Finance Authority Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project).
- 10.2 Loan Agreement dated as of August 1, 2012 between the Corporation and the Allegheny County Industrial Development Authority regarding \$24,995,000 Allegheny County (Pennsylvania) Industrial Development Authority Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project).
- 10.3 Loan Agreement dated as of August 1, 2012 between the Corporation and the Southwestern Illinois Development Authority regarding \$40,000,000 Southwestern Illinois Development Authority Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

UNITED STATES STEEL CORPORATION

By /s/ Gregory A. Zovko  
Gregory A. Zovko  
Vice President & Controller

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Dated: August 20, 2012

**LOAN AGREEMENT**

between

**INDIANA FINANCE AUTHORITY**

and

**UNITED STATES STEEL CORPORATION**

\$29,000,000

Indiana Finance Authority  
Environmental Improvement Revenue Bonds, Series 2012  
(United States Steel Corporation Project)

Dated as of August 1, 2012

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## LOAN AGREEMENT

**THIS LOAN AGREEMENT** (this "Agreement"), made and entered into as of August 1, 2012, by and between the **INDIANA FINANCE AUTHORITY** (the "Issuer"), a body politic and corporate of the State of Indiana (the "State"), exercising essential public functions, duly organized and validly existing under and by virtue of the laws of the State, including specifically Indiana Code Title 4, Article 4, Chapters 10.9 and 11, as amended from time to time (the "Act"), and **UNITED STATES STEEL CORPORATION**, a corporation duly organized and existing under and pursuant to the laws of the State of Delaware, and duly qualified to own property and transact business in the State (the "Company"), under the following circumstances summarized in the following recitals (capitalized terms not defined in the recitals being used therein as defined in Article I):

### WITNESSETH:

WHEREAS, the General Assembly of the State has enacted Indiana Code Title 4, Article 4, Chapters 10.9 and 11, declaring it to be the public policy of the State to prevent environmental pollution, including solid waste, through the Issuer's issuance of its revenue bonds to finance or refinance pollution control facilities (as defined in the Act); and

WHEREAS, in order to provide the funds to finance the Project, the Issuer has duly authorized the issuance and sale of its Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project), in the aggregate principal amount not to exceed \$29,000,000 (the "Bonds"), under the Trust Indenture (the "Indenture") dated as of August 1, 2012, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee, for the purposes described therein, and has determined to enter into this Agreement and secure the Bonds by the pledge and assignment of Installment Payments to be made hereunder; and

WHEREAS, the Company has also agreed under this Agreement to pay, or cause to be paid, when due certain expenses and other costs incurred by the Issuer and the Trustee in connection with this Agreement and the issuance of the Bonds; and

WHEREAS, the Bonds are special and limited obligations of the Issuer, payable solely from the Pledged Receipts, and neither the principal of the Bonds, nor the interest accruing thereon, shall ever constitute a general indebtedness of the Issuer or an indebtedness of the State or any political subdivision or instrumentality thereof, within the meaning of any constitutional or statutory provision whatsoever, or shall ever constitute or give rise to a pecuniary liability of the State or any political subdivision or instrumentality thereof, nor will the Bonds be, or be deemed to be, an obligation of the State or any political subdivision or instrumentality thereof; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Bonds, when executed and delivered by the Issuer, the legal, valid and binding special and limited obligations of the Issuer in accordance with the terms thereof;

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NOW, THEREFORE, for and in consideration of the premises, the respective representations and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, recognizing that under the Act this Agreement shall not in any way obligate the State or any agency or political subdivision thereof, including, without limitation, the Issuer, to raise any money by taxation or use other public moneys for any purpose in relation to the Project or Project Facilities and that neither the State nor any agency or political subdivision thereof, including, without limitation, the Issuer, shall pay or promise to pay any debt or meet any financial obligation to any Person at any time in relation to the Project or the Project Facilities, except from moneys received or to be received under the provisions of this Agreement or derived from the exercise of the rights of the Issuer hereunder, agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Use of Defined Terms.** In addition to the words and terms defined elsewhere in this Agreement, or by reference to another document, the words and terms set forth in Section 1.02 shall have the meanings set forth therein unless the content or use clearly indicates another meaning or intent. In addition, all capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture.

**Section 1.02. Definitions.** The following terms shall have the following meanings:

*“Additional Payments”* means payments due hereunder in addition to the Installment Payments.

*“Agreement”* means this Loan Agreement as amended or supplemented from time to time.

*“Bonds”* means the Issuer’s \$29,000,000 Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project).

*“Completion Certificate”* means a certificate in substantially the form attached hereto as Exhibit C.

*“Event of Default”* means any of the events described as an Event of Default in Section 7.01.

*“Indenture”* has the meaning set forth in the recitals to this Agreement.

*“Issuer”* has the meaning set forth in the first paragraph of this Agreement.

*“Loan”* means the loan of Bond proceeds from the Issuer to the Company as provided in Section 4.01.



"Notice Address" means:

(a) As to the Issuer:

Indiana Finance Authority  
One North Capitol Avenue, Suite 900  
Indianapolis, IN 46204  
Attention: Public Finance Director of the State of Indiana  
Facsimile: (317) 232-6786

(b) As to the Company:

United States Steel Corporation  
600 Grant Street, Room 1311  
Pittsburgh, PA 15219-4776  
Attention: Assistant Treasurer-Finance and Risk Management  
Facsimile No.: (412) 433-4765

(c) As to the Trustee:

The Bank of New York Mellon Trust Company, N.A.  
525 William Penn Place, 38<sup>th</sup> Floor  
Pittsburgh, Pennsylvania 15259  
Attention: Corporate Trust Administration  
Facsimile No.: (412) 236-9820

or such additional or different address, notice of which is given under Section 8.03.

"Person" or words importing persons mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Project" means the acquisition, construction, installation and equipping of the Project Facilities.

"Project Facilities" means the pollution control facilities financed from the proceeds of the Bonds, as such facilities are described in Exhibit A hereto.

"Tax Regulatory Agreement" means the Tax Regulatory Agreement and No Arbitrage Certificate in respect of the Bonds and dated as of the date of delivery of the Bonds, and any permitted amendments or supplements thereto.

All other terms used in this Agreement that are defined in the Indenture have the same meanings assigned them in the Indenture unless the context clearly requires otherwise.

**Section 1.03. Interpretation.** Unless the context clearly indicates otherwise, the capitalized terms defined in this Article I and in the Indenture, for all purposes of this Agreement and all agreements supplemental hereto, have the meanings hereby ascribed to them. Such terms, together with all other provisions of this Agreement, shall be read and understood in a manner consistent with the provisions of the Act. Words or phrases importing the masculine gender shall be read and understood to include the feminine and neuter genders, and those importing number shall include singular or plural, both as appropriate to the context.

Any reference herein to the Issuer, to its board or to any designated officer includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section, provision or chapter of the laws of the State or to any statute of the United States of America includes that section, provision or chapter or statute as amended, modified, revised, supplemented or superseded from time to time; provided, that no such amendment, modification or similar change shall apply solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the Bondholders, the Trustee or the Company under this Agreement.

**Section 1.04. Captions and Headings.** The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any articles, sections, subsections, paragraphs, subparagraphs or clauses hereof.

## ARTICLE II

### REPRESENTATIONS

**Section 2.01. Representations and Covenants of Issuer.** The Issuer represents that (a) it is duly organized and validly existing under the Constitution and laws of the State, including the Act; (b) it has duly accomplished all conditions necessary to be accomplished by it prior to the issuance and delivery of the Bonds and the execution and delivery of this Agreement, the Indenture and the Tax Regulatory Agreement; (c) it is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations contained in this Agreement, the Indenture or the Tax Regulatory Agreement; (d) it is empowered to enter into the transactions contemplated by this Agreement, the Indenture and the Tax Regulatory Agreement; (e) it has duly authorized the execution, delivery and performance of this Agreement, the Indenture and the Tax Regulatory Agreement; (f) to the best of its knowledge and belief, based upon the application submitted by the Company, and other representations made, information presented and testimony given by the Company, without independent verification by the Issuer, the Bonds will further the public purposes of the Act and of the Issuer; and (g) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement, the Indenture and the Tax Regulatory Agreement by any successor public body.

**Section 2.02. Representations and Covenants of Company.** The Company represents and covenants that:

- (a) It is a corporation duly organized and existing under and pursuant to the laws of the State of Delaware. The Company is qualified to do business in the State.

(b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and the Tax Regulatory Agreement and to enter into and carry out the transactions contemplated by those documents; such execution, delivery and performance does not, and will not, violate any provision of law applicable to the Company or the Company's articles of incorporation, code of regulations, bylaws or other corporate charter or similar instrument each as may be amended, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the Company is a party or by which it is bound; this Agreement and the Tax Regulatory Agreement have, by proper action, been duly authorized, executed and delivered by the Company and all steps necessary have been taken to constitute this Agreement and the Tax Regulatory Agreement valid and binding obligations of the Company.

(c) Each of the Project Facilities will, at the time it is placed in service, be a "pollution control facility" (within the meaning of the Act) for preventing or remediating environmental pollution, and will, at the time it is placed in service, be used for the collection, storage, treatment, utilization, processing or final disposal of "solid waste" (within the meaning of the Code).

(d) At the time of issuance of the Bonds and at all times subsequent thereto, the Company has complied with and will comply with all applicable requirements of the Code necessary to ensure that the interest on the Bonds is and will remain excludable from gross income for federal income tax purposes.

(e) Each one and all of the representations and warranties of the Company contained in the Tax Regulatory Agreement, as executed and delivered simultaneously with this Agreement, are true and correct.

(f) The Company will comply with the applicable requirements of Rule 15c2-12 as promulgated by the Securities and Exchange Commission and recognizes that the Issuer is not an "obligated person" within the meaning of said Rule.

### ARTICLE III

#### COMPLETION OF PROJECT FACILITIES; ISSUANCE OF BONDS

**Section 3.01. Completion of Project Facilities.** The Company represents that the Project Facilities will be completed and that the proceeds of the Bonds, including any investment thereof, will be expended in accordance with the provisions of all bond authorizations, security and tax regulatory agreements and certificates executed in respect of the Bonds and in respect of the installation, operation and use of the Project Facilities. Upon completion of the Project Facilities, the Company shall deliver to the Trustee a Completion Certificate.

**Section 3.02. Issuance of Bonds; Application of Proceeds.** To provide funds to make the Loan for the purpose of financing the Project, upon satisfaction of the conditions set forth herein and in the Bond Resolution, the Issuer will issue, sell and deliver the Bonds. The Bonds will be issued in accordance with and pursuant to the Indenture in the aggregate principal amount, will bear interest at the rate or rates, will mature and will be subject to redemption as set forth therein. The Company hereby approves the terms and conditions of the Indenture and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered.

**Section 3.03. Use of Proceeds.** The proceeds from the sale of the Bonds shall be loaned to the Company and paid over to the Trustee for the benefit of the Company and deposited in the Project Fund and used to finance the Project. Each disbursement request shall be on the form attached hereto as Exhibit B, executed by an Authorized Company Representative. Subject to the provisions below, disbursements from the Project Fund shall be made only to reimburse or pay the Company, or any person designated by the Company, for the following:

(a) Costs incurred directly or indirectly for or in connection with the acquisition, construction, installation or equipment of the Project Facilities, including costs incurred in respect of the Project for preliminary planning and studies; architectural, legal, engineering, surveying, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work;

(b) Subject to the limitations set forth in the Act, financial, legal, accounting, printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the Bonds; or

(c) Any other costs, expenses, fees and charges properly chargeable to the cost of the acquisition, construction, installation or equipping of the Project Facilities and that comply with the Company's representations and warranties in Section 2.02 of this Agreement.

**Section 3.04. Investment of Fund Moneys.** At the written direction of the Authorized Company Representative, any moneys held in the Project Fund, the Bond Fund and the Rebate Fund shall be invested or reinvested by the Trustee in Eligible Investments. Each of the Issuer and the Company hereby covenants that it will restrict any investment and reinvestment and the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code.

The Company shall provide the Issuer with a certificate of an appropriate officer, employee or agent of or consultant to the Company for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the Company on the date of delivery of and payment for the Bonds regarding the amount and use of the proceeds of the Bonds and the facts, estimates and circumstances on which those expectations are based.

The Company agrees that at no time shall any funds constituting gross proceeds of the Bonds be used in any manner to cause or result in a prohibited payment under applicable regulations pertaining to, or in any other fashion as would constitute failure of compliance with, Section 148 of the Code.

If there is any amount required to be paid to the United States pursuant to Section 148(f) of the Code or Section 5.03 of the Indenture, the Company shall pay such amount to the Trustee for deposit to the Rebate Fund created under Section 5.03 of the Indenture, who will submit the payment to the United States.

**Section 3.05. Issuer's Fees.** The Company will pay the Issuer's closing fee in the amount of \$30,000 and the legal fee in the amount of \$5,000 on the date of issuance of the Bonds. The Company will also pay any other administrative expenses incurred in connection with the financing of the Project, and any such additional fees and expenses (including reasonable attorney's fees) incurred by the Issuer or the Trustee in connection with inquiring into, or enforcing, the performance of the Company's obligations hereunder, within 30 days of receipt of a statement from the Issuer requesting payment of such amount.

#### ARTICLE IV

#### LOAN BY ISSUER; REPAYMENT OF LOAN INCLUDING ADDITIONAL PAYMENTS

**Section 4.01. Loan of Proceeds; Installment Payments.** The Issuer agrees, upon the terms and conditions contained in this Agreement, to lend to the Company the proceeds received by the Issuer from the sale of the Bonds. Such proceeds shall be disbursed to or on behalf of the Company as provided in Section 3.03.

On each date on which any payment of principal of or interest on the Bonds shall become due (whether at maturity, or upon redemption or acceleration or otherwise), the Company will pay or cause to be paid to the Trustee, in immediately available funds, an amount which, together with other moneys held by the Trustee under the Indenture and available therefor, will enable the Trustee to make such payment in full in a timely manner ("Installment Payments").

In furtherance of the foregoing, so long as any Bonds are outstanding, the Company will pay or cause to be paid all amounts required to prevent any deficiency or default in any payment with respect to the Bonds, including any deficiency caused by an act or failure to act by the Trustee, the Company, the Issuer or any other Person.

The Issuer assigns all amounts payable under this Section by the Company to the Trustee pursuant to the Indenture for the benefit of the Bondholders. The Company assents to such assignment. Accordingly, the Company will pay directly to the Trustee at its designated office all payments payable by the Company pursuant to this Section.

**Section 4.02. Additional Payments.** The Company will also pay the following upon demand after receipt of a bill therefor:

(a) The reasonable and documented out-of-pocket fees and expenses, including reasonable attorneys' fees, of the Issuer incurred in connection with this Agreement, the Indenture, the Tax Regulatory Agreement and the Bonds, and the making of any amendment or supplement thereto, including, but not limited to: (i) those described in Section 3.05 (which includes, among other fees and expenses, the fees and expenses associated with the initial drafting, execution and delivery of this Agreement, the Indenture, the Tax Regulatory Agreement and the Bonds), (ii) those described in Section 7.04 and (iii) any other payments or indemnification required under Section 5.02; and

(b) The fees and expenses of the Trustee under the Indenture, including reasonable attorneys' fees of the Trustee for any services rendered by it under the Indenture, including those described in Section 7.04, and any other payments or indemnification required under Section 5.02, such fees, expenses and payments to be paid directly to the Trustee for its own account as and when such fees and expenses become due and payable.

The Company further agrees to pay all reasonable and documented out-of-pocket costs and expenses (including reasonable attorney's fees and expenses) of the Issuer incurred after the initial issuance of the Bonds in the preparation of any responses, reproduction of any documentation or participation in any inquiries, investigations or audits from any Person solely or primarily in connection with the Bonds, including, without limitation, the Internal Revenue Service, the Securities Exchange Commission or other governmental agency.

**Section 4.03. Deposit of Moneys in Bond Fund; Moneys for Purchase and Redemption.** The Company may at any time deposit moneys in the Bond Fund, without premium or penalty, to be held by the Trustee for application to Installment Payments not yet due and payable, and the Issuer agrees that the Trustee shall accept such deposits when tendered by the Company. Such deposits shall be credited against the Installment Payments, or any portion thereof, in the order of their due dates. In addition, the Company may at any time deliver moneys to the Trustee in addition to such deposits with written instructions to the Trustee to use such moneys for the purpose of making open market purchases of Bonds. Such deposits or such delivery of moneys for Bond purchases shall not in any way alter or suspend the obligations of the Company under this Agreement during the term hereof as provided in Section 8.01.

In addition, the Company may deliver moneys to the Trustee for use for optional redemption of Bonds pursuant to Sections 6.01 and 6.02 and shall deliver moneys to the Trustee for mandatory redemption of Bonds as required by Section 4.02(b)(ii) of the Indenture.

**Section 4.04. Obligations Unconditional.** The obligations of the Company to make payments required by Sections 4.01, 4.02 and 4.03 and to perform its other agreements contained herein shall be absolute and unconditional, and the Company shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever.

**Section 4.05. Assignment by Company.** Rights granted to the Company under this Agreement may be assigned in whole or in part by the Company without the necessity of obtaining the consent of the Issuer or the Trustee, subject, however, to each of the following conditions:

(a) unless waived by the Issuer or the Trustee, the Company shall notify the Issuer and the Trustee in writing of the identity of any assignee at least 30 days prior to the effective date of such assignment;

(b) no assignment shall relieve the Company from primary liability hereunder for its obligations hereunder, and the Company shall continue to remain primarily liable for the payment of the Installment Payments and Additional Payments and for performance and observance of the agreements on its part herein provided to be performed and observed by it;

( c ) any assignment from the Company must retain for the Company such rights and interests as will permit it to perform its obligations under this Agreement;

(d) the Company shall, within 30 days after execution thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of each such assignment; and

(e) any assignment from the Company shall not materially impair fulfillment of the purposes to be accomplished by operation of the Project Facilities as a project, the financing of which is permitted under the Act.

**Section 4.06. Assignment by Issuer.** The Issuer will assign its rights under and interest to this Agreement (except for the Unassigned Issuer's Rights) to the Trustee pursuant to the Indenture as security for the payment of the Bonds. Otherwise, the Issuer will not sell, assign or otherwise dispose of its rights under or interest in this Agreement nor create or permit to exist any lien, encumbrance or security interest thereon.

#### ARTICLE V ADDITIONAL AGREEMENTS AND COVENANTS

**Section 5.01. Lease, Sale or Grant of Use by Company.** Subject to the provisions of Section 5.03, the Company may lease, sell or grant the right to occupy and use the Project Facilities, in whole or in part, to others, provided that:

(a) no such grant, sale or lease shall relieve the Company from its obligations under this Agreement;

(b) the Company shall retain such rights and interests as will permit it to comply with its obligations under this Agreement;

(c) no such grant, sale or lease shall impair the purposes of the Act; and

(d) the Company shall receive an Opinion of Nationally Recognized Bond Counsel that such grant, sale or lease does not have an adverse affect upon the tax-exempt status of the Bonds.

**Section 5.02. Indemnification of Issuer and Trustee.** The Company will indemnify and hold the Issuer and Trustee, their members, officers, officials and employees, and the State of Indiana, including its members, officers and employees, free and harmless from any loss, claim, damage, tax, penalty, liability, disbursement, litigation expenses, attorneys' fees and expenses or court costs arising out of, or in any way relating to, the execution or performance of the Indenture, this Agreement, the Bond Purchase Agreement (the "Bond Purchase Agreement") among the Underwriter, the Issuer and the Company or any other documents in connection therewith, or any other cause whatsoever pertaining to the Project Facilities (including without limitation any loss, claim, damage, tax penalty, liability, disbursement, litigation expenses, attorneys' fees and expenses or court costs asserted or arising under any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating or relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material), or the Bonds, including the issuance or sale of the Bonds, or failure to issue or sell the Bonds, actions taken under the Bonds, the Indenture, this Agreement, the Bond Purchase Agreement or any other documents in connection therewith or any other cause whatsoever pertaining to the Project Facilities, except in any case as a result of the gross negligence or willful misconduct of the Issuer or Trustee.

The Company may, at its cost and in its name or in the name of the Issuer, prosecute or take any other action involving third persons which the Company deems necessary in order to ensure or protect the Company's rights under this Agreement; in such event, the Issuer will reasonably cooperate with the Company, but at the sole expense of the Company.

The Company agrees to indemnify the Trustee and the Issuer for and to hold each of them harmless against all liabilities, claims, court costs and reasonable and documented out-of-pocket expenses (including reasonable and documented fees and expenses of counsel necessary in defending against the same) incurred without gross negligence or willful misconduct on the part of the Trustee or the Issuer, as applicable, on account of any action taken or omitted to be taken by the Trustee or the Issuer, as applicable, in accordance with the terms of this Agreement, the Bonds or the Indenture or any action taken at the request of or with the consent of the Company, including the costs and expenses of the Trustee and the Issuer in defending itself against any such claim, action or proceeding brought in connection with the exercise or performance of any of its powers or duties under this Agreement, the Bonds or the Indenture.

In case any actions or proceedings are brought against the Issuer or the Trustee in respect of which indemnity may be sought hereunder, the party seeking indemnity shall promptly (but in any event within 15 days of receipt of service) give notice of that action or proceeding to the Company enclosing copies of all papers served, and the Company upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Company from any of its obligations under this Section unless that failure materially prejudices the defense of the action or proceeding by the Company. At its own expense, an indemnified party may employ separate counsel and participate in the defense. The Company shall not be liable for any settlement made without its written consent.

Notwithstanding anything contained herein to the contrary, the Company shall not be obligated to indemnify or hold harmless the Issuer or the Trustee, or their respective members, officers, officials or employees, for their gross negligence or willful misconduct.

The foregoing indemnification is intended to and shall include the indemnification of all affected officials, directors, trustees, officers and employees of the Issuer and the Trustee, respectively. That indemnification is intended to and shall be enforceable by the Issuer and the Trustee, respectively, to the full extent permitted by law, and the foregoing indemnification shall survive beyond the termination or discharge of the Indenture or payment of the Bonds.



**Section 5.03. Company Not to Adversely Affect Exclusion From Gross Income of Interest on Bonds.** The Company hereby represents that it has taken and caused to be taken, and covenants that it will take and cause to be taken, all actions that may be required of it, alone or in conjunction with the Issuer, for the interest on the Bonds to be and to remain excludable from gross income for federal income tax purposes, and represents that it has not taken or permitted to be taken on its behalf, and covenants that it will not take or permit to be taken on its behalf, any action that would adversely affect such excludability under the provisions of the Code.

The Company also covenants that it will restrict the investment and reinvestment and the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code.

The Company hereby covenants that on or before the ninetieth day following the date any of the Project Facilities are no longer being operated as qualifying exempt facilities under the Code (unless such facilities have simply ceased to be operated), or such later date as provided in the Indenture, the Company shall cause a related amount of Bonds to be redeemed pursuant to the Mandatory Redemption provision of the Bonds.

**Section 5.04. Company to Maintain its Existence; Mergers or Consolidations** The Company covenants that it will not merge or consolidate with any other legal entity or sell or convey all or substantially all of its assets to any other legal entity, except that the Company may merge or consolidate with, or sell or convey all or substantially all of its assets to any other legal entity, provided that (a) the Company shall be the continuing legal entity or the successor legal entity (if other than the Company) shall be a legal entity organized and existing under the laws of the United States of America or a state thereof, qualified to do business in the State, and such legal entity shall expressly assume the due and punctual payment of the Installment Payments hereunder in order to ensure timely and proper payment of the principal of and interest on all the Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Agreement to be performed by the Company and (b) the Company or such successor legal entity, as the case may be, shall not, immediately after such merger or consolidation, or such sale or conveyance, be in default in the performance of any such covenant or condition and no event which with the lapse of time, the giving of notice or both would constitute an Event of Default under Section 7.01 shall have occurred and be continuing.

In case any such consolidation, merger, sale or conveyance and upon the assumption by the successor legal entity of the obligations under this Agreement and on the Bonds in accordance with the foregoing, such successor legal entity shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as a party hereto, and the Company shall thereupon be relieved of any further obligations or liabilities hereunder and upon the Bonds and the Company as the predecessor legal entity may thereupon or at any time thereafter be dissolved, wound-up or liquidated.

**Section 5.05. Reports and Audits.** The Company shall, as soon as practicable but in no event later than six months after the end of each of its fiscal years, file with the Trustee and the Issuer, audited financial statements of the Company prepared as of the end of such fiscal year; provided that the Company may satisfy this requirement by its filing of such information with the Securities and Exchange Commission ([www.sec.gov](http://www.sec.gov)) and the Municipal Securities Rulemaking Board ([www.emma.msrb.org](http://www.emma.msrb.org)) in accordance with their respective filing requirements.

**Section 5.06. Insurance.** The Company shall maintain, or cause to be maintained, insurance covering such risks and in such amounts as is customarily carried by similar industries as the Company, and which insurance may be, in whole or in part, self-insurance.

## ARTICLE VI

### OPTIONS; PREPAYMENT OF LOAN

**Section 6.01. Options to Terminate.** The Company shall have, and is hereby granted, an option to prepay and terminate the Loan, upon satisfaction of the following conditions at any time prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture): (a) in accordance with Article IX of the Indenture, by paying to the Trustee an amount which, when added to the amount on deposit in the funds established under the Indenture and available therefor, will be sufficient to pay, retire and, pursuant to the Indenture, redeem all the outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal of and interest to maturity or the earliest applicable redemption date, as the case may be, and expenses of redemption and the Trustee's fees and expenses due hereunder or under the Indenture), and in case of redemption making arrangements satisfactory to the Trustee for the giving of the required notice of redemption, (b) by giving the Issuer notice in writing of such termination and (c) by making full payment of Additional Payments due under Section 4.02; thereafter such termination shall forthwith become effective.

Any prepayment pursuant to this Section 6.01 shall either comply with the provisions of Article IX of the Indenture or result in redemption of the Bonds within 90 days of the date of prepayment. Nothing contained in this Section 6.01 shall prevent the payment of part of any of the Bonds pursuant to Article IV or Section 9.02 of the Indenture.

**Section 6.02. Optional Redemption and Option to Prepay Upon Extraordinary Optional Redemption Under Indenture** On or after August 1, 2022, the Company has the option to prepay the Loan, in whole or in part, and thereby cause the redemption of the Bonds on the terms and conditions set forth in Section 4.02(a) of the Indenture. The Company shall also have the option, upon the occurrence of certain extraordinary circumstances described therein, to prepay the Loan in whole or in part upon the terms and conditions set forth in Section 4.02(b)(i) of the Indenture.

**Section 6.03. Actions by Issuer.** At the request and direction of the Company or the Trustee, the Issuer shall take all steps required of it under the applicable provisions of the Indenture or the Bonds to effect the redemption of all or a portion of the Bonds pursuant to this Article VI; provided that, in such event, the Company shall reimburse the Issuer for its reasonable expenses, including attorneys' fees, incurred in complying with such request.

**Section 6.04. Release on Exercise of Option to Prepay Loan.** Upon the payment of all amounts due hereunder pursuant to any option to prepay the Loan granted in this Agreement, the Issuer shall, upon receipt of the prepayment, deliver to the Company, if necessary, a release from the Trustee of the lien of the Indenture.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

**Section 7.01. Events of Default.** Each of the following shall be an Event of Default:

(a) The Company shall fail to pay the amounts required to be paid under Section 4.01 or 4.02 on the date specified therein;

(b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.01(a), (other than certain representations, warranties and covenants regarding various matters relating to the tax status of the Bonds) for a period of 60 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Company by the Issuer or the Trustee, unless the Issuer and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Company within the applicable period and is being diligently pursued until the default is corrected;

(c) The dissolution or liquidation of the Company or the voluntary initiation by the Company of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Company of any such proceeding which shall remain undismissed for 60 days, or failure by the Company to promptly have discharged any execution, garnishment or attachment of such consequence as would materially impair the ability of the Company to carry on its operations, or assignment by the Company for the benefit of creditors, or the entry by the Company into an agreement of composition with creditors or the failure generally by the Company to pay its debts as they become due; or

(d) The occurrence of an Event of Default as defined in the Indenture.

Any declaration of default under subparagraph (c) and the exercise of remedies upon any such declaration will be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

**Section 7.02. Remedies on Default.** Whenever an Event of Default shall have happened and be existing, any one or more of the following remedial steps may be taken:

(a) if acceleration of the principal amount of the Bonds has been declared pursuant to Section 7.03 of the Indenture, the Issuer or the Trustee shall declare all Installment Payments to be immediately due and payable, whereupon the same shall become immediately due and payable; or

(b) the Issuer or the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the Company under those instruments.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its reasonable opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Trustee at no cost or expense to it. Any amounts collected pursuant to action taken under this Section (except for amounts payable directly to the Issuer or the Trustee pursuant to Section 4.02, 5.02 or 7.04) shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Outstanding Bonds have been paid and discharged in accordance with the provisions of the Indenture, shall be paid as provided in Section 9.01 of the Indenture for transfers of remaining amounts in the Bond Fund.

The provisions of this Section are subject to the further limitation that the rescission by the Trustee of its declaration that all of the Bonds are immediately due and payable also shall constitute an annulment of any corresponding declaration made pursuant to paragraph (a) of this Section and a waiver and rescission of the consequences of that declaration and of the Event of Default with respect to which that declaration has been made, provided that no such waiver or rescission shall extend to or affect any subsequent or other default or impair any right consequent thereon.

**Section 7.03. No Remedy Exclusive.** No remedy conferred upon or reserved to the Issuer or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

**Section 7.04. Agreement to Pay Fees and Expenses.** If an Event of Default should occur and the Issuer or the Trustee should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement or the collection of sums due thereunder, the Company shall reimburse the Issuer and the Trustee, as applicable, for the reasonable expenses so incurred upon demand.

**Section 7.05. No Waiver.** No failure by the Issuer or the Trustee to insist upon the performance by the Company of any provision hereof shall constitute a waiver of their right to performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Company to observe or comply with any provision hereof.

**Section 7.06. Notice of Default.** The Company shall notify the Trustee immediately and in writing if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.01. Term of Agreement.** This Agreement shall be and remain in full force and effect from the date of issuance of the Bonds until such time as all of the Bonds shall have been fully paid (or provision made for such payment) pursuant to the Indenture and all other sums payable by the Company under this Agreement shall have been paid, except for obligations of the Company under Section 4.02, 5.02 and 7.04, which shall survive any termination of this Agreement.

Notwithstanding any termination of this Agreement, any payment of any or all of the Bonds or any discharge of the Indenture, if Bonds are redeemed pursuant to the mandatory redemption upon determination of taxability, the Company shall pay all additional amounts required to be paid under Section 4.02 of the Indenture at the time provided therein.

**Section 8.02. Amounts Remaining in Funds.** Any amounts in the Bond Fund remaining unclaimed by the Holders of Bonds (whether at stated maturity, by redemption or pursuant to any mandatory sinking fund requirements or otherwise) shall be deemed to belong, and shall be paid, to the proper party pursuant to applicable escheat laws. Further, any other amounts remaining in the Bond Fund, the Project Fund and any other special fund for accounts created under this Agreement or the Indenture, after all of the outstanding Bonds shall be deemed to have been paid and discharged under the provisions of the Indenture and all other amounts required to be paid under this Agreement and the Indenture have been paid, shall be paid to the Company to the extent that those moneys are in excess of the amounts necessary to effect the payment and discharge of the outstanding Bonds.

**Section 8.03. Notices.** All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when received or upon refusal of delivery at the applicable Notice Address. The Issuer, the Company or the Trustee may, by providing written notice to each other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 8.04. Extent of Covenants of Issuer; No Personal Liability.** All covenants, obligations and agreements of the Issuer contained in this Agreement or the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, trustee, officer, agent or employee of the Issuer in other than his official capacity, and no official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer contained in this Agreement or in the Indenture.

**Section 8.05. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Issuer, the Company and their respective permitted successors and assigns.

**Section 8.06. Amendments and Supplements.** Except as otherwise expressly provided in this Agreement or the Indenture, subsequent to the issuance of the Bonds and prior to all conditions provided for in the Indenture for release of the Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered or terminated except in accordance with the provisions of Article XI of the Indenture, as applicable.

**Section 8.07. Execution Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**Section 8.08. Severability.** If any provision of this Agreement or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**Section 8.09. Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

**Section 8.10. Further Assurances and Corrective Instruments.** The Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for the further assurance, correction or performance of the expressed intention of this Agreement.

**Section 8.11. Issuer and Company Representatives.** Whenever under the provisions of this Agreement the approval of the Issuer or the Company is required or the Issuer or the Company is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by a Designated Officer and for the Company by an Authorized Company Representative. The Trustee shall be authorized to act on any such approval or request.

**Section 8.12. Immunity of Incorporators, Stockholders, Officers and Directors.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement or in any agreement supplemental hereto, or in the Bonds, or because of any indebtedness evidenced thereby, shall be had against any incorporator, or against any stockholder, member, officer or director, as such, past, present or future, of the Company or of any predecessor or, subject to Section 5.04, successor legal entity, either directly or through the Company or any predecessor or successor legal entity, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of the Bonds by the Holders thereof and as part of the consideration for the issuance of the Bonds.

**Section 8.13. Section Headings.** The table of contents and headings of the various articles and sections of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof. References to article and section numbers are references to articles and sections in this Agreement unless otherwise indicated.

IN WITNESS WHEREOF, the Issuer and the Company have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

INDIANA FINANCE AUTHORITY

By: /s/ Adam M. Horst  
Adam M. Horst, Chairman

Attest:

/s/ Kendra York  
Kendra York, Public Finance Director  
of the State of Indiana

[SEAL]

[SIGNATURE PAGE TO U.S. STEEL 2012 LOAN AGREEMENT]



UNITED STATES STEEL CORPORATION

By: /s/ John J. Quaid  
John J. Quaid, Vice President & Treasurer

[SIGNATURE PAGE TO U.S. STEEL 2012 LOAN AGREEMENT]

**EXHIBIT A**

**PROJECT FACILITIES**

Solid waste disposal facilities, including dustcatchers on two blast furnaces and dust control and emission systems on a carbon alloy synthesis facility, located at the United States Steel Corporation Gary Works, One North Broadway, Gary, Indiana.

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**EXHIBIT B**

**FORM OF DISBURSEMENT REQUEST**

Statement No. \_\_\_\_ Requesting Disbursement of Funds from Project Fund  
pursuant to Section 3.03 of Loan Agreement between  
Indiana Finance Authority and United States Steel Corporation

Pursuant to Section 3.03 of the Loan Agreement, dated as of August 1, 2012 (the "Agreement"), between the Indiana Finance Authority (the "Issuer") and United States Steel Corporation (the "Company"), the undersigned Authorized Company Representative hereby requests and authorizes The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under the Trust Indenture, dated as of August 1, 2012 (the "Indenture"), by and between the Issuer and the Trustee, to pay to the Company or to the person(s) listed on the Disbursement Schedule, if any, attached hereto out of the moneys deposited in Project Fund (as established pursuant to the Indenture) the aggregate sum of \$ \_\_\_\_\_, to reimburse the Company in full, or to pay such person(s) as indicated in any Disbursement Schedule, for the advances, payments and expenditures made by it in connection with the Project. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

- (a) Each item for which disbursement is requested hereunder is properly payable out of the Project Fund in accordance with the terms and conditions of the Agreement and none of those items has formed the basis or any disbursement heretofore made from the Project Fund;
- (b) This statement and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto; and
- (c) This statement constitutes the approval of the Company of each disbursement hereby requested and authorized.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Authorized Company Representative

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Disbursement Schedule

Payee

Amount

Purpose

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**EXHIBIT C**

**FORM OF COMPLETION CERTIFICATE**

Pursuant to Section 3.01 of the Loan Agreement, dated as of August 1, 2012 (the "Agreement"), between Indiana Finance Authority (the "Issuer") and United States Steel Corporation (the "Company"), the undersigned hereby certifies to the Trustee (all capitalized terms used and not otherwise defined herein having the meaning set forth in the Agreement) the following:

- (a) the Project was substantially completed on or about \_\_\_\_\_, 20\_\_;
- (b) all other facilities necessary in connection with the Project have been acquired, constructed, installed and equipped;
- (c) \$ \_\_\_\_\_ shall be retained in the Project Fund for the payment of costs of the Project not yet due or for liabilities which the Company is contesting or which otherwise should be retained, because \_\_\_\_\_ [explain the reasons such amounts are being contested or should be retained]; and
- (d) other than the amounts referred to in (c) above, of the remaining balance in the Project Fund:
  - (i) \$ \_\_\_\_\_ is being used to acquire, construct, install or equip additional personal property in connection with the Project Facilities; and/or
  - (ii) \$ \_\_\_\_\_ shall be paid into the Bond Fund to be applied to pay the interest component of Bond Service Charges on the next Interest Payment Date (for which the Company shall receive a credit against its obligations to make Installment Payments equal to the amount of moneys so transferred from the Project Fund).

Attached hereto is such evidence and the Opinion of Nationally Recognized Bond Counsel as are required by the Indenture, if any.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Authorized Company Representative

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**ASSIGNMENT**

KNOW ALL PERSONS BY THESE PRESENTS that the INDIANA FINANCE AUTHORITY, a body politic and corporate of the State of Indiana (the "Issuer"), for value received, hereby does assign, transfer and pledge unto THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as trustee (the "Trustee") under the Trust Indenture, dated as of August 1, 2012 (the "Indenture"), between the Issuer and the Trustee, and to the Trustee's successors in the trust and its assigns, forever, all right, title and interest of the Issuer in the Loan Agreement, dated as of August 1, 2012 (the "Agreement"), between the Issuer and UNITED STATES STEEL CORPORATION (the "Company"), including, but not limited to, the Pledged Receipts (as defined in the Indenture) (but not including the Unassigned Issuer's Rights (as defined in the Indenture)), all as provided in the Indenture and in the Agreement, and to have, hold and apply such income, payments, receipts, revenues and moneys in accordance with the Indenture; and the Issuer directs that such funds shall be paid by the Company directly to the Trustee, according to the terms of the Indenture.

IN WITNESS WHEREOF, the INDIANA FINANCE AUTHORITY has caused this Assignment to be duly executed in its name and on its behalf by its Chairman, and its corporate seal to be affixed hereunto and attested by the Public Finance Director of the State of Indiana, all as of this 17<sup>th</sup> day of August, 2012.

INDIANA FINANCE AUTHORITY

By: \_\_\_\_\_  
Adam M. Horst, Chairman

[SEAL]

Attest:

\_\_\_\_\_  
Kendra York, Public Finance Director  
of the State of Indiana

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**LOAN AGREEMENT**

**between**

**ALLEGHENY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY,  
as Issuer**

and

**UNITED STATES STEEL CORPORATION**

\$24,995,000

Allegheny County Industrial Development Authority  
Environmental Improvement Revenue Bonds, Series 2012  
(United States Steel Corporation Project)

Dated as of August 1, 2012

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## LOAN AGREEMENT

**THIS LOAN AGREEMENT** (this "Agreement") made and entered into as of August 1, 2012, by and between the **ALLEGHENY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (the "Issuer"), a body corporate and politic and a public instrumentality of the Commonwealth of Pennsylvania (the "State"), duly incorporated and validly existing under and by virtue of the Economic Development Financing Law, Act of August 23, 1976, P.L. 251, as amended (the "Act"), and **UNITED STATES STEEL CORPORATION**, a corporation duly organized and existing under and pursuant to the laws of the State of Delaware, and duly qualified to own property and transact business in the State (the "Company"), under the following circumstances summarized in the following recitals (capitalized terms not defined in the recitals being used therein as defined in Article I):

### WITNESSETH:

WHEREAS, by virtue of the Act, the Issuer is authorized to enter into this Agreement and to do or cause to be done all the acts and things herein or in the Indenture, as defined herein, provided or required to be done by it, to issue the Bonds, as defined herein, and to loan the proceeds of such Bonds to the Company to finance or refinance the acquisition, construction, equipping and installation of certain solid waste disposal facilities in order to better ensure compliance with environmental standards, and which financing will promote the economic welfare of the citizens of the State; and

WHEREAS, in order to provide funds to finance the Project, the Issuer has determined to issue and sell its Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project), in the aggregate principal amount of \$24,995,000 (the "Bonds"), under the Trust Indenture (the "Indenture") dated as of August 1, 2012, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), for the purposes described therein and herein and has determined to enter into this Agreement and to secure the Bonds by the pledge and assignment of Installment Payments to be made hereunder; and

WHEREAS, the Company has also agreed under this Agreement to pay, or cause to be paid, when due certain expenses and other costs incurred by the Issuer and the Trustee in connection with this Agreement and the issuance of the Bonds; and

WHEREAS, the Bonds are limited obligations of the Issuer payable solely from the Pledged Receipts, as defined in the Indenture, and neither the principal of the Bonds, nor the interest accruing thereon, shall ever constitute a general indebtedness of the Issuer or an indebtedness of the State or any political subdivision or instrumentality thereof, including the County of Allegheny, within the meaning of any constitutional or statutory provision whatsoever or shall ever constitute or give rise to a pecuniary liability of the State or any political subdivision or instrumentality thereof, including the County of Allegheny, nor will the Bonds be, or be deemed to be, an obligation of the State or any political subdivision or instrumentality thereof, including the County of Allegheny; and

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WHEREAS, all acts and things have been done and performed which are necessary to make the Bonds, when executed and delivered by the Issuer, the legal, valid and binding limited obligations of the Issuer in accordance with the terms thereof.

NOW, THEREFORE, for and in consideration of the premises, the respective representations and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, recognizing that under the Act this Agreement shall not in any way obligate the State or any agency or political subdivision thereof, including, without limitation, the Issuer, to raise any money by taxation or use other public moneys for any purpose in relation to the Project or Project Facilities and that neither the State nor any agency or political subdivision thereof, including, without limitation, the Issuer, shall pay or promise to pay any debt or meet any financial obligation to any Person at any time in relation to the Project or the Project Facilities, except from moneys received or to be received under the provisions of this Agreement or derived from the exercise of the rights of the Issuer hereunder, agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Use of Defined Terms.** In addition to the words and terms defined elsewhere in this Agreement, or by reference to another document, the words and terms set forth in Section 1.02 shall have the meanings set forth therein unless the content or use clearly indicates another meaning or intent. In addition, all capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture.

**Section 1.02. Definitions.** The following terms shall have the following meanings:

*“Additional Payments”* means payments due hereunder in addition to the Installment Payments.

*“Agreement”* means this Loan Agreement as amended or supplemented from time to time.

*“Bonds”* means the Issuer’s \$24,995,000 Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project).

*“Completion Certificate”* means a certificate in substantially the form attached hereto as Exhibit C.

*“Event of Default”* means any of the events described as an Event of Default in Section 7.01.

*“Indenture”* has the meaning set forth in the recitals to this Agreement.

*“Issuer”* has the meaning set forth in the first paragraph of this Agreement.

“*Loan*” means the loan of Bond proceeds from the Issuer to the Company as provided in Section 4.01.

“*Notice Address*” means:

(a) As to the Issuer:

Allegheny County Industrial Development Authority  
Suite 800  
425 Sixth Avenue  
Pittsburgh, PA 15219-1819  
Attention: Manager  
Facsimile No.: (412) 642-2217

(b) As to the Company:

United States Steel Corporation  
Room 1311  
600 Grant Street  
Pittsburgh, PA 15219-4776  
Attention: Assistant Treasurer-Finance and Risk Management  
Facsimile No.: (412) 433-4765

(c) As to the Trustee:

The Bank of New York Mellon Trust Company, N.A.  
525 William Penn Place  
38<sup>th</sup> Floor  
Pittsburgh, PA 15259  
Attention: Corporate Trust Administration  
Facsimile No.: (412) 236-0870

or such additional or different address, notice of which is given under Section 8.03.

“*Person*” or words importing persons mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“*Project*” means the acquisition, constructing, equipping and installation of the Project Facilities.

“*Project Facilities*” means, generally, the pollution control (solid waste disposal) facilities financed from the proceeds of the Bonds, as such Project Facilities are described in Exhibit A hereto; provided that such Project Facilities may be limited in the sole discretion of the Company to the facilities described by 1. and 2.a. of Exhibit A.

“*Tax Regulatory Agreement*” means the Tax Regulatory Agreement in respect of the Bonds and dated as of August 1, 2012, and any permitted amendments or supplements thereto.

All other terms used in this Agreement that are defined in the Indenture have the same meanings assigned them in the Indenture unless the context clearly requires otherwise.

**Section 1.03. Interpretation.** Unless the context clearly indicates otherwise, the capitalized terms defined in this Article I and in the Indenture, for all purposes of this Agreement and all agreements supplemental hereto, have the meanings hereby ascribed to them. Such terms, together with all other provisions of this Agreement, shall be read and understood in a manner consistent with the provisions of the Act. Words or phrases importing the masculine gender shall be read and understood to include the feminine and neuter genders and those importing number shall include singular or plural, both as appropriate to the context.

Any reference herein to the Issuer, to its board or to any designated officer includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section, provision or chapter of the laws of the State or to any statute of the United States of America includes that section, provision or chapter or statute as amended, modified, revised, supplemented or superseded from time to time; provided, that no such amendment, modification or similar change shall apply solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the Bondholders, the Trustee or the Company under this Agreement.

**Section 1.04. Captions and Headings.** The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any articles, sections, subsections, paragraphs, subparagraphs or clauses hereof.

## ARTICLE II

### REPRESENTATIONS

**Section 2.01. Representations and Covenants of Issuer.** The Issuer represents that (a) it is duly organized and validly existing under the Constitution and laws of the State, including the Act; (b) it has duly accomplished all conditions necessary to be accomplished by it prior to the issuance and delivery of the Bonds and the execution and delivery of this Agreement, the Indenture and the Tax Regulatory Agreement; (c) it is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations contained in this Agreement, the Indenture or the Tax Regulatory Agreement; (d) it is empowered to enter into the transactions contemplated by this Agreement, the Indenture and the Tax Regulatory Agreement; (e) it has duly authorized the execution, delivery and performance of this Agreement, the Indenture and the Tax Regulatory Agreement; (f) to the best of its knowledge and belief, based upon the application submitted by the Company, and other representations made, information presented and testimony given by the Company, without independent verification by the Issuer, the Bonds will further the public purposes of the Act and of the Issuer; and (g) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement, the Indenture and the Tax Regulatory Agreement by any successor public body.

**Section 2.02. Representations and Covenants of Company.** The Company represents and covenants that:

(a) It is a corporation duly organized and existing under and pursuant to the laws of the State of Delaware. The Company is qualified to do business in the State.

(b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and the Tax Regulatory Agreement and to enter into and carry out the transactions contemplated by those documents; such execution, delivery and performance does not, and will not, violate any provision of law applicable to the Company or the Company's articles of incorporation, code of regulations, bylaws or other corporate charter or similar instrument each as may be amended, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the Company is a party or by which it is bound; this Agreement and the Tax Regulatory Agreement have, by proper action, been duly authorized, executed and delivered by the Company and all steps necessary have been taken to constitute this Agreement and the Tax Regulatory Agreement valid and binding obligations of the Company.

(c) Each of the Project Facilities will, at the time it is placed in service, be a solid waste disposal "pollution control facility" under the Act, and will, at the time it is placed in service, be used for the collection, storage, treatment, utilization, processing or final disposal of "solid waste" (within the meaning of the Code).

(d) At the time of issuance of the Bonds and, at all times subsequent thereto, the Company has complied with and will comply with all applicable requirements of the Code necessary to ensure that the interest on the Bonds is and will remain excludable from gross income for federal income tax purposes.

(e) Each one and all of the representations and warranties of the Company contained in the Tax Regulatory Agreement, as executed and delivered simultaneously with this Agreement, are true and correct.

(f) The Company will comply with the applicable requirements of Rule 15c2-12 as promulgated by the Securities and Exchange Commission and recognizes that the Issuer is not an "obligated person" within the meaning of said Rule.

(g) The Company will comply with the standard Nondiscrimination/Sexual Harassment Clause set forth in Appendix A hereto. For the purposes of such Nondiscrimination/Sexual Harassment Clause, the parties hereto understand that (i) this Agreement is the "contract" and (ii) there is no subcontractor for the performance of the Company's obligations under this Agreement.

## ARTICLE III

### COMPLETION OF PROJECT FACILITIES; ISSUANCE OF BONDS

**Section 3.01. Completion of Project Facilities.** The Company represents that the Project Facilities will be completed and that the proceeds of the Bonds, including any investment thereof, will be expended in accordance with the provisions of all bond authorizations, security and tax regulatory agreements and certificates executed in respect of the Bonds and in respect of the installation, operation and use of the Project Facilities. The Company acknowledges and agrees that there is no implied or express warranty by the Issuer that the proceeds of the Bonds will be sufficient to pay all costs of the Project. Upon completion of the Project Facilities, the Company shall deliver to the Trustee a Completion Certificate.

**Section 3.02. Issuance of Bonds; Application of Proceeds.** To provide funds to make the Loan for the purpose of financing the Project, upon satisfaction of the conditions set forth herein and in the Bond Resolution, the Issuer will issue, sell and deliver the Bonds. The Bonds will be issued in accordance with and pursuant to the Indenture in the aggregate principal amount, will bear interest at the rate or rates, will mature and will be subject to redemption as set forth therein. The Company hereby approves the terms and conditions of the Indenture, and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered.

**Section 3.03. Use of Proceeds.** The proceeds from the sale of the Bonds shall be loaned to the Company and paid over to the Trustee for the benefit of the Company and deposited in the Project Fund and used to finance the Project. Each disbursement request shall be on the form attached hereto as Exhibit B, executed by an Authorized Company Representative. Subject to the provisions below, disbursements from the Project Fund shall be made only to reimburse or pay the Company, or any person designated by the Company, for the following:

(a) Costs incurred directly or indirectly for or in connection with the acquisition, construction and installation of the Project Facilities, including costs incurred in respect of the Project for preliminary planning and studies; architectural, legal, engineering, surveying, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work;

(b) Subject to the limitations set forth in the Code, financial, legal, accounting, printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the Bonds; or

(c) Any other costs, expenses, fees and charges properly chargeable to the cost of the acquisition, construction, equipping or installation of the Project Facilities and that comply with the Company's representations and warranties in Section 2.02 of this Agreement.

**Section 3.04. Investment of Fund Moneys.** At the written direction of the Authorized Company Representative, any moneys held in the Project Fund, the Bond Fund and the Rebate Fund shall be invested or reinvested by the Trustee in Eligible Investments. Each of the Issuer and the Company hereby covenants that it will restrict any investment and reinvestment and the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code.

The Company shall provide the Issuer with a certificate of an appropriate officer, employee or agent of or consultant to the Company for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the Company on the date of delivery of and payment for the Bonds regarding the amount and use of the proceeds of the Bonds and the facts, estimates and circumstances on which those expectations are based.

The Company agrees that at no time shall any funds constituting gross proceeds of the Bonds be used in any manner to cause or result in a prohibited payment under applicable regulations pertaining to, or in any other fashion as would constitute failure of compliance with, Section 148 of the Code.

If there is any amount required to be paid to the United States pursuant to Section 148(f) of the Code or Section 5.03 of the Indenture, the Company shall pay such amount to the Trustee for deposit to the Rebate Fund created under Section 5.03 of the Indenture, who will submit the payment to the United States.

**Section 3.05. Issuer's Fees.** The Company will pay the Issuer's closing fee in the amount of \$18,998.00 and the legal fee in the amount of \$5,000.00 on the date of issuance of the Bonds and will pay the Issuer's annual fee, in annual installments, in the amount of \$6,248.75 per year payable (and not subject to refund) commencing on the date the Bonds are issued and thereafter, a like amount on August 1, 2013 and on August 1 of each year thereafter until the payment or defeasance of the Bonds. The Company will also pay any other administrative expenses incurred in connection with the financing of the Project, and any such additional fees and expenses (including reasonable attorney's fees) incurred by the Issuer or the Trustee in connection with inquiring into, or enforcing, the performance of the Company's obligations hereunder, within 30 days of receipt of a statement from the Issuer requesting payment of such amount.

#### ARTICLE IV

##### LOAN BY ISSUER; REPAYMENT OF LOAN INCLUDING ADDITIONAL PAYMENTS

**Section 4.01. Loan of Proceeds; Installment Payments.** The Issuer agrees, upon the terms and conditions contained in this Agreement, to lend to the Company the proceeds received by the Issuer from the sale of the Bonds. Such proceeds shall be disbursed to or on behalf of the Company as provided in Section 3.03.

On each date on which any payment of principal of or interest on the Bonds shall become due (whether at maturity, or upon redemption or acceleration or otherwise), the Company will pay or cause to be paid to the Trustee, in immediately available funds, an amount which, together with other moneys held by the Trustee under the Indenture and available therefor, will enable the Trustee to make such payment in full in a timely manner ("Installment Payments").



In furtherance of the foregoing, so long as any Bonds are outstanding, the Company will pay or cause to be paid all amounts required to prevent any deficiency or default in any payment with respect to the Bonds, including any deficiency caused by an act or failure to act by the Trustee, the Company, the Issuer or any other Person.

The Issuer assigns all amounts payable under this Section by the Company to the Trustee pursuant to the Indenture for the benefit of the Bondholders. The Company assents to such assignment. Accordingly, the Company will pay directly to the Trustee at its designated office all payments payable by the Company pursuant to this Section.

**Section 4.02. Additional Payments.** The Company will also pay the following upon demand after receipt of a bill therefor:

(a) The reasonable and documented out-of-pocket fees and expenses, including reasonable attorneys' fees, of the Issuer incurred in connection with this Agreement, the Indenture, the Tax Regulatory Agreement and the Bonds, and the making of any amendment or supplement thereto, including, but not limited to: (i) those described in Section 3.05 (which includes, among other fees and expenses, the fees and expenses associated with the initial drafting, execution and delivery of this Agreement, the Indenture, the Tax Regulatory Agreement and the Bonds), (ii) those described in Section 7.04 and (iii) any other payments or indemnification required under Section 5.02; and

(b) The fees and expenses of the Trustee under the Indenture, including reasonable attorneys' fees of the Trustee for any services rendered by it under the Indenture, including those described in Section 7.04, and any other payments or indemnification required under Section 5.02, such fees, expenses and payments to be paid directly to the Trustee for its own account as and when such fees and expenses become due and payable.

The Company further agrees to pay all reasonable and documented out-of-pocket costs and expenses (including reasonable attorney's fees and expenses) of the Issuer incurred after the initial issuance of the Bonds in the preparation of any responses, reproduction of any documentation or participation in any inquiries, investigations or audits from any Person solely or primarily in connection with the Bonds, including without limitation, the Internal Revenue Service, the Securities Exchange Commission or other governmental agency.

**Section 4.03. Deposit of Moneys in Bond Fund; Moneys for Purchase and Redemption** The Company may at any time deposit moneys in the Bond Fund, without premium or penalty, to be held by the Trustee for application to Installment Payments not yet due and payable, and the Issuer agrees that the Trustee shall accept such deposits when tendered by the Company. Such deposits shall be credited against the Installment Payments, or any portion thereof, in the order of their due dates. In addition, the Company may at any time deliver moneys to the Trustee in addition to such deposits with written instructions to the Trustee to use such moneys for the purpose of making open market purchases of Bonds. Such deposits or such delivery of moneys for Bond purchases shall not in any way alter or suspend the obligations of the Company under this Agreement during the term hereof as provided in Section 8.01.

In addition, the Company may deliver moneys to the Trustee for use for optional redemption of Bonds pursuant to Sections 6.01 and 6.02 and shall deliver moneys to the Trustee for mandatory redemption of Bonds as required by Section 4.02(b)(ii) of the Indenture.

**Section 4.04. Obligations Unconditional.** The obligations of the Company to make payments required by Sections 4.01, 4.02 and 4.03 and to perform its other agreements contained herein shall be absolute and unconditional, and the Company shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever.

**Section 4.05. Assignment by Company.** Rights granted to the Company under this Agreement may be assigned in whole or in part by the Company without the necessity of obtaining the consent of the Issuer or the Trustee, subject, however, to each of the following conditions:

- (a) unless waived by the Issuer or the Trustee, the Company shall notify the Issuer and the Trustee in writing of the identity of any assignee at least 30 days prior to the effective date of such assignment;
- (b) no assignment shall relieve the Company from primary liability hereunder for its obligations hereunder, and the Company shall continue to remain primarily liable for the payment of the Installment Payments and Additional Payments and for performance and observance of the agreements on its part herein provided to be performed and observed by it;
- (c) any assignment from the Company must retain for the Company such rights and interests as will permit it to perform its obligations under this Agreement;
- (d) the Company shall, within 30 days after execution thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of each such assignment; and
- (e) any assignment from the Company shall not materially impair fulfillment of the purposes to be accomplished by operation of the Project Facilities as a project, the financing of which is permitted under the Act.

**Section 4.06. Assignment by Issuer.** The Issuer will assign its rights under and interest to this Agreement (except for the Unassigned Issuer's Rights) to the Trustee pursuant to the Indenture as security for the payment of the Bonds. Otherwise, the Issuer will not sell, assign or otherwise dispose of its rights under or interest in this Agreement nor create or permit to exist any lien, encumbrance or security interest thereon.

**ARTICLE V**

**ADDITIONAL AGREEMENTS AND COVENANTS**

**Section 5.01. Lease, Sale or Grant of Use by Company** Subject to the provisions of Section 5.03, the Company may lease, sell or grant the right to occupy and use the Project Facilities, in whole or in part, to others, provided that:

- (a) no such grant, sale or lease shall relieve the Company from its obligations under this Agreement;
- (b) the Company shall retain such rights and interests as will permit it to comply with its obligations under this Agreement;
- (c) no such grant, sale or lease shall impair the purposes of the Act; and
- (d) the Company shall receive an Opinion of Nationally Recognized Bond Counsel that such grant, sale or lease does not have an adverse effect upon the tax-exempt status of the interest on the Bonds.

**Section 5.02. Indemnification of Issuer and Trustee.** The Company agrees that the Issuer, Allegheny County and their respective members, officers, employees, and the Trustee and its officers and employees shall not be liable for and the Company covenants and agrees to protect, exonerate, defend, indemnify and save the Issuer, Allegheny County and their respective members, officers and employees, and the Trustee and its officers and employees, harmless from and against (a) any and all costs, damages or liabilities which may arise out of the issuance of the Bonds or arising from any breach or default on the part of the Company of any obligation to be performed pursuant to the terms of this Agreement and (b) all reasonable costs, counsel fees, expenses and liabilities incurred in or about the defense of any such claims or actions or proceedings brought thereon. The Company may, at its cost and in its name or in the name of the Issuer, prosecute or take any other action involving third persons which the Company deems necessary in order to ensure or protect the Company's rights under this Agreement; in such event, the Issuer will reasonably cooperate with the Company, but at the sole expense of the Company.

The Company agrees to indemnify the Trustee and the Issuer for and to hold each of them harmless against all liabilities, claims, court costs and reasonable and documented out-of-pocket expenses (including reasonable and documented fees and expenses of counsel necessary in defending against the same) incurred without gross negligence or willful misconduct on the part of the Trustee or the Issuer, as applicable, on account of any action taken or omitted to be taken by the Trustee or the Issuer, as applicable, in accordance with the terms of this Agreement, the Bonds or the Indenture or any action taken at the request of or with the consent of the Company, including the costs and expenses of the Trustee and the Issuer in defending itself against any such claim, action or proceeding brought in connection with the exercise or performance of any of its powers or duties under this Agreement, the Bonds or the Indenture.

In case any actions or proceedings are brought against the Issuer or the Trustee in respect of which indemnity may be sought hereunder, the party seeking indemnity shall promptly (but in any event within 15 days of receipt of service) give notice of that action or proceeding to the Company enclosing copies of all papers served, and the Company upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Company from any of its obligations under this Section unless that failure materially prejudices the defense of the action or proceeding by the Company. At its own expense, an indemnified party may employ separate counsel and participate in the defense. The Company shall not be liable for any settlement made without its written consent.

Notwithstanding anything contained herein to the contrary, the Company shall not be obligated to indemnify or hold harmless the Issuer or the Trustee, or their respective members, officers, officials, directors, trustees or employees, for their gross negligence or willful misconduct.

The foregoing indemnification is intended to and shall include the indemnification of all affected members, officers, officials, directors, trustees and employees of the Issuer and the Trustee, respectively. That indemnification is intended to and shall be enforceable by the Issuer and the Trustee, respectively, to the full extent permitted by law, and the foregoing indemnification shall survive beyond the termination or discharge of the Indenture or payment of the Bonds.

**Section 5.03. Company Not to Adversely Affect Exclusion From Gross Income of Interest on Bonds** The Company hereby represents that it has taken and caused to be taken, and covenants that it will take and cause to be taken, all actions that may be required of it, alone or in conjunction with the Issuer, for the interest on the Bonds to be and to remain excludable from gross income for federal income tax purposes, and represents that it has not taken or permitted to be taken on its behalf, and covenants that it will not take or permit to be taken on its behalf, any action that would adversely affect such excludability under the provisions of the Code.

The Company also covenants that it will restrict the investment and reinvestment and the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code.

The Company hereby covenants that on or before the 90<sup>th</sup> day following the date any of the Project Facilities are no longer being operated as qualifying exempt facilities under the Code (unless such facilities have simply ceased to be operated), or such later date as provided in the Indenture, the Company shall cause a related amount of Bonds to be redeemed pursuant to the Mandatory Redemption provision of the Bonds.

**Section 5.04. Company to Maintain its Existence; Mergers or Consolidations** The Company covenants that it will not merge or consolidate with any other legal entity or sell or convey all or substantially all of its assets to any other legal entity, except that the Company may merge or consolidate with, or sell or convey all or substantially all of its assets to any other legal entity, provided that (a) the Company shall be the continuing legal entity or the successor legal entity (if other than the Company) shall be a legal entity organized and existing under the laws of the United States of America or a state thereof, qualified to do business in the State, and such legal entity shall expressly assume the due and punctual payment of the Installment Payments hereunder in order to ensure timely and proper payment of the principal of and interest on all the Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Agreement to be performed by the Company and (b) the Company or such successor legal entity, as the case may be, shall not, immediately after such merger or consolidation, or such sale or conveyance, be in default in the performance of any such covenant or condition and no event which with the lapse of time, the giving of notice or both would constitute an Event of Default under Section 7.01 shall have occurred and be continuing.

In case any such consolidation, merger, sale or conveyance and upon the assumption by the successor legal entity of the obligations under this Agreement and on the Bonds in accordance with the foregoing, such successor legal entity shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as a party hereto, and the Company shall thereupon be relieved of any further obligations or liabilities hereunder and upon the Bonds and the Company as the predecessor legal entity may thereupon or at any time thereafter be dissolved, wound-up or liquidated.

**Section 5.05. Reports and Audits.** The Company shall as soon as practicable but in no event later than six months after the end of each of its fiscal years, file with the Trustee and the Issuer, audited financial statements of the Company prepared as of the end of such fiscal year; provided that the Company may satisfy this requirement by its filing of such information with the Securities and Exchange Commission ([www.sec.gov](http://www.sec.gov)) and the Municipal Securities Rulemaking Board ([www.emma.msrb.org](http://www.emma.msrb.org)) in accordance with their respective filing requirements.

**Section 5.06. Insurance.** The Company shall maintain, or cause to be maintained, insurance covering such risks and in such amounts as is customarily carried by similar industries as the Company, and which insurance may be, in whole or in part, self-insurance.

## ARTICLE VI

### OPTIONS; PREPAYMENT OF LOAN

**Section 6.01. Options to Terminate.** The Company shall have, and is hereby granted, an option to prepay and terminate the Loan, upon satisfaction of the following conditions at any time prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), (a) in accordance with Article IX of the Indenture, by paying to the Trustee an amount which, when added to the amount on deposit in the funds established under the Indenture and available therefor, will be sufficient to pay, retire and, pursuant to the Indenture, redeem all the outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal of and interest to maturity or the earliest applicable redemption date, as the case may be, and expenses of redemption and the Trustee's fees and expenses due hereunder or under the Indenture), and in case of redemption making arrangements satisfactory to the Trustee for the giving of the required notice of redemption, (b) by giving the Issuer notice in writing of such termination and (c) by making full payment of Additional Payments due under Section 4.02; thereafter such termination shall forthwith become effective.

Any prepayment pursuant to this Section 6.01 shall either comply with the provisions of Article IX of the Indenture or result in redemption of the Bonds within 90 days of the date of prepayment. Nothing contained in this Section 6.01 shall prevent the payment of part of any of the Bonds pursuant to Article IV or Section 9.02 of the Indenture.

**Section 6.02. Optional Redemption; Option to Prepay Upon Extraordinary Optional Redemption Under Indenture** On or after August 1, 2022, the Company has the option to prepay the Loan, in whole or in part, and thereby cause the redemption of the Bonds on the terms and conditions set forth in Section 4.02(a) of the Indenture. The Company shall also have the option, upon the occurrence of certain extraordinary circumstances described therein, to prepay the Loan in whole or in part upon the terms and conditions set forth in Section 4.02(b)(i) of the Indenture.

**Section 6.03. Actions by Issuer.** At the request and direction of the Company or the Trustee, the Issuer shall take all steps required of it under the applicable provisions of the Indenture or the Bonds to effect the redemption of all or a portion of the Bonds pursuant to this Article VI; provided that, in such event, the Company shall reimburse the Issuer for its reasonable expenses, including attorneys' fees, incurred in complying with such request.

**Section 6.04. Release on Exercise of Option to Prepay Loan.** Upon the payment of all amounts due hereunder pursuant to any option to prepay the Loan granted in this Agreement, the Issuer shall upon receipt of the prepayment, deliver to the Company, if necessary, a release from the Trustee of the lien of the Indenture.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

**Section 7.01. Events of Default.** Each of the following shall be an Event of Default:

- (a) The Company shall fail to pay the amounts required to be paid under Section 4.01 or 4.02 on the dates specified therein;
- (b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.01(a), (other than certain representations, warranties and covenants regarding various matters relating to the tax status of the Bonds) for a period of 60 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Company by the Issuer or the Trustee, unless the Issuer and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Company within the applicable period and is being diligently pursued until the default is corrected;

(c) The dissolution or liquidation of the Company or the voluntary initiation by the Company of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Company of any such proceeding which shall remain undismissed for 60 days, or failure by the Company to promptly have discharged any execution, garnishment or attachment of such consequence as would materially impair the ability of the Company to carry on its operations, or assignment by the Company for the benefit of creditors, or the entry by the Company into an agreement of composition with creditors or the failure generally by the Company to pay its debts as they become due; or

(d) The occurrence of an Event of Default as defined in the Indenture.

Any declaration of default under subparagraph (c) and the exercise of remedies upon any such declaration will be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

**Section 7.02. Remedies on Default** Whenever an Event of Default shall have happened and be existing, any one or more of the following remedial steps may be taken:

(a) if acceleration of the principal amount of the Bonds has been declared pursuant to Section 7.03 of the Indenture, the Issuer or the Trustee shall declare all Installment Payments to be immediately due and payable, whereupon the same shall become immediately due and payable; or

(b) the Issuer or the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the Company under those instruments.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its reasonable opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Trustee at no cost or expense to it. Any amounts collected pursuant to action taken under this Section (except for amounts payable directly to the Issuer or the Trustee pursuant to Section 3.05, 4.02, 5.02 or 7.04) shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Outstanding Bonds have been paid and discharged in accordance with the provisions of the Indenture, shall be paid as provided in Section 9.01 of the Indenture for transfers of remaining amounts in the Bond Fund.

The provisions of this Section are subject to the further limitation that the rescission by the Trustee of its declaration that all of the Bonds are immediately due and payable also shall constitute an annulment of any corresponding declaration made pursuant to paragraph (a) of this Section and a waiver and rescission of the consequences of that declaration and of the Event of Default with respect to which that declaration has been made, provided that no such waiver or rescission shall extend to or affect any subsequent or other default or impair any right consequent thereon.

**Section 7.03. No Remedy Exclusive.** No remedy conferred upon or reserved to the Issuer or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

**Section 7.04. Agreement to Pay Fees and Expenses.** If an Event of Default should occur and the Issuer or the Trustee should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement or the collection of sums due hereunder, the Company shall reimburse the Issuer and the Trustee, as applicable, for the reasonable expenses so incurred upon demand.

**Section 7.05. No Waiver.** No failure by the Issuer or the Trustee to insist upon the performance by the Company of any provision hereof shall constitute a waiver of their right to performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Company to observe or comply with any provision hereof.

**Section 7.06. Notice of Default** The Company shall notify the Trustee immediately and in writing if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.01. Term of Agreement.** This Agreement shall be and remain in full force and effect from the date of issuance of the Bonds until such time as all of the Bonds shall have been fully paid (or provision made for such payment) pursuant to the Indenture and all other sums payable by the Company under this Agreement shall have been paid, except for obligations of the Company under Sections 3.05, 4.02, 5.02 and 7.04, which shall survive any termination of this Agreement.

Notwithstanding any termination of this Agreement, any payment of any or all of the Bonds or any discharge of the Indenture, if Bonds are redeemed pursuant to the mandatory redemption upon determination of taxability, the Company shall pay all additional amounts required to be paid under Section 4.02 of the Indenture at the time provided therein.

**Section 8.02. Amounts Remaining in Funds.** Any amounts in the Bond Fund remaining unclaimed by the Holders of Bonds (whether at stated maturity, by redemption or pursuant to any mandatory sinking fund requirements or otherwise), shall be deemed to belong, and shall be paid, to the proper party pursuant to applicable escheat laws. Further, any other amounts remaining in the Bond Fund, the Project Fund and any other special fund for accounts created under this Agreement or the Indenture after all of the outstanding Bonds shall be deemed to have been paid and discharged under the provisions of the Indenture and all other amounts required to be paid under this Agreement and the Indenture have been paid, shall be paid to the Company to the extent that those moneys are in excess of the amounts necessary to effect the payment and discharge of the outstanding Bonds.



**Section 8.03. Notices.** All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when received or upon refusal of delivery at the applicable Notice Address. The Issuer, the Company or the Trustee may, by providing written notice to each other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 8.04. Extent of Covenants of Issuer; No Personal Liability.** All covenants, obligations and agreements of the Issuer contained in this Agreement or the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, trustee, officer, agent or employee of the Issuer in other than his official capacity, and no official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer contained in this Agreement or in the Indenture.

**Section 8.05. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Issuer, the Company and their respective permitted successors and assigns.

**Section 8.06. Amendments and Supplements.** Except as otherwise expressly provided in this Agreement or the Indenture, subsequent to the issuance of the Bonds and prior to all conditions provided for in the Indenture for release of the Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered or terminated except in accordance with the provisions of Article XI of the Indenture, as applicable.

**Section 8.07. Execution Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**Section 8.08. Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**Section 8.09. Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

**Section 8.10. Further Assurances and Corrective Instruments.** The Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for the further assurance, correction or performance of the expressed intention of this Agreement.

**Section 8.11. Issuer and Company Representatives.** Whenever under the provisions of this Agreement the approval of the Issuer or the Company is required or the Issuer or the Company is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by a Designated Officer and for the Company by an Authorized Company Representative. The Trustee shall be authorized to act on any such approval or request.

**Section 8.12. Immunity of Incorporators, Stockholders, Officers and Directors** No recourse under or upon any obligation, covenant or agreement contained in this Agreement or in any agreement supplemental hereto, or in the Bonds, or because of any indebtedness evidenced thereby, shall be had against any incorporator, or against any stockholder, member, officer or director, as such, past, present or future, of the Company or of any predecessor or, subject to Section 5.04, successor legal entity, either directly or through the Company or any predecessor or successor legal entity, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of the Bonds by the Holders thereof and as part of the consideration for the issuance of the Bonds.

**Section 8.13. Section Headings.** The table of contents and headings of the various articles and sections of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof. References to article and section numbers are references to articles and sections in this Agreement unless otherwise indicated.

IN WITNESS WHEREOF, the Issuer and the Company have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

ATTEST:

ALLEGHENY COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY

/s/ Victor Diaz  
Secretary

By /s/ James M. Edwards  
Chairman

[SEAL]

UNITED STATES STEEL CORPORATION

By /s/ John J. Quaid  
John J. Quaid  
Vice President and Treasurer

[SIGNATURE PAGE TO LOAN AGREEMENT]

**EXHIBIT A**

**PROJECT FACILITIES**

1. Clairton Works (400 State Street, Clairton, PA)
    - a. Low Emissions Quench Towers for Coke Batteries 13-15 & 19-20  
Solid waste disposal facility relating to two quench towers and associated scrapers and settling ponds.
  2. Edgar Thomson Works (13<sup>th</sup> Street and Braddock Avenue, Braddock, PA)
    - a. BOP Blowdown Treatment System  
Solid waste disposal facility relating to BOP tap and charging emissions
    - b. Blast Furnace #1 Casthouse Baghouse  
Solid waste disposal facility relating to Casthouse Baghouse in Blast Furnace #1.
-

**EXHIBIT B**

**FORM OF DISBURSEMENT REQUEST**

Statement No. \_\_\_\_ Requesting Disbursement of Funds from Project Fund  
pursuant to Section 3.03 of Loan Agreement between  
Allegheny County Industrial Development Authority and United States Steel Corporation

Pursuant to Section 3.03 of the Loan Agreement, dated as of August 1, 2012 (the "Agreement"), between the Allegheny County Industrial Development Authority (the "Issuer") and United States Steel Corporation (the "Company"), the undersigned Authorized Company Representative hereby requests and authorizes The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under the Trust Indenture, dated as of August 1, 2012 (the "Indenture"), by and between the Issuer and the Trustee, to pay to the Company or to the person(s) listed on the Disbursement Schedule, if any, attached hereto out of the moneys deposited in Project Fund (as established pursuant to the Indenture) the aggregate sum of \$ \_\_\_\_\_, to reimburse the Company in full, or to pay such person(s) as indicated in any Disbursement Schedule, for the advances, payments and expenditures made by it in connection with the Project. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

(a) Each item for which disbursement is requested hereunder is properly payable out of the Project Fund in accordance with the terms and conditions of the Agreement and none of those items has formed the basis or any disbursement heretofore made from the Project Fund;

(b) This statement and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto; and

(c) This statement constitutes the approval of the Company of each disbursement hereby requested and authorized.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Authorized Company Representative

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Disbursement Schedule

Payee

Amount

Purpose

**EXHIBIT C**

**FORM OF COMPLETION CERTIFICATE**

Pursuant to Section 3.01 of the Loan Agreement, dated as of August 1, 2012 (the "Agreement"), between Allegheny County Industrial Development Authority (the "Issuer") and United States Steel Corporation (the "Company"), the undersigned hereby certifies to the Trustee (all capitalized terms used and not otherwise defined herein having the meaning set forth in the Agreement) the following:

- (a) the Project was substantially completed on or about \_\_\_\_\_, 20\_\_;
- (b) all other facilities necessary in connection with the Project have been acquired, constructed, installed and equipped;
- (c) \$ \_\_\_\_\_ shall be retained in the Project Fund for the payment of costs of the Project not yet due or for liabilities which the Company is contesting or which otherwise should be retained, because \_\_\_\_\_ [explain the reasons such amounts are being contested or should be retained]; and
- (d) other than the amounts referred to in (c) above, of the remaining balance in the Project Fund:
  - (i) \$ \_\_\_\_\_ is being used to acquire, construct, install or equip additional personal property in connection with the Project Facilities; and/or
  - (ii) \$ \_\_\_\_\_ shall be paid into the Bond Fund to be applied to pay the interest component of Bond Service Charges on the next Interest Payment Date (for which the Company shall receive a credit against its obligations to make Installment Payments equal to the amount of moneys so transferred from the Project Fund).

Attached hereto is such evidence and the Opinion of Nationally Recognized Bond Counsel as are required by the Indenture, if any.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Authorized Company Representative

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## APPENDIX A

### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Agreement (referred to herein as the "contract"), the Company, as contractor, agrees, and will require its subcontractors, if any, to agree as follows:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, the Company, subcontractor, or any Person acting on behalf of the Company or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
  - (2) Neither the Company nor any subcontractor nor any Person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity on account of gender, race, creed or color.
  - (3) The Company and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
  - (4) The Company shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
  - (5) The Company and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the Issuer and the Bureau of Contract Administration and Business Development for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Company or any subcontractor does not possess documents or records reflecting the necessary information requested, the Company or subcontractor shall furnish such information on reporting forms supplied by the Issuer or the Bureau of Contract Administration and Business Development.
  - (6) The Company shall include this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
-



**ASSIGNMENT**

KNOW ALL PERSONS BY THESE PRESENTS that the ALLEGHENY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate and politic, of the Commonwealth of Pennsylvania (the "Issuer"), for value received, hereby does assign, transfer and pledge unto THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the "Trustee"), as trustee under the Trust Indenture, dated as of August 1, 2012 (the "Indenture"), between the Issuer and the Trustee, and to the Trustee's successors in the trust and its assigns, forever, all right, title and interest of the Issuer in the Loan Agreement, dated as of August 1, 2012 (the "Agreement"), between the Issuer and UNITED STATES STEEL CORPORATION (the "Company"), including, but not limited to, the Pledged Receipts, (but not including the Issuer's Unassigned Rights), all as provided in the Indenture and in the Agreement, and to have, hold and apply such income, payments, receipts, revenues and moneys in accordance with the Indenture; and the Issuer directs that such funds shall be paid by the Company directly to the Trustee, according to the terms of the Indenture.

IN WITNESS WHEREOF, the ALLEGHENY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY has caused this Assignment to be duly executed in its name and in its behalf by its Chairman or Vice Chairman, and its corporate seal to be affixed hereunto and attested by its Secretary or Assistant Secretary, all as of August 1, 2012, but actually on the date of the appropriate acknowledgment attached at the end hereof, and delivered on this 17<sup>th</sup> day of August, 2012.

ALLEGHENY COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY

By \_\_\_\_\_

Chairman

(AUTHORITY SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

**LOAN AGREEMENT**

between

**SOUTHWESTERN ILLINOIS DEVELOPMENT AUTHORITY**

and

**UNITED STATES STEEL CORPORATION**

\$40,000,000

Southwestern Illinois Development Authority  
Environmental Improvement Revenue Bonds, Series 2012  
(United States Steel Corporation Project)

Dated as of August 1, 2012

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## LOAN AGREEMENT

**THIS LOAN AGREEMENT** (this "Agreement"), made and entered into as of August 1, 2012, by and between the **SOUTHWESTERN ILLINOIS DEVELOPMENT AUTHORITY** (the "Issuer"), a political subdivision, body politic and municipal corporation of the State of Illinois (the "State"), organized and existing under and by virtue of the laws of the State, including specifically the Southwestern Illinois Development Authority Act, 70 ILCS 520/1 et seq., as supplemented and amended (the "Act"), and **UNITED STATES STEEL CORPORATION**, a corporation duly organized and validly existing under and pursuant to the laws of the State of Delaware, and duly qualified to own property and transact business in the State (the "Company"), under the following circumstances summarized in the following recitals (capitalized terms not defined in the recitals being used therein as defined in Article I):

### WITNESSETH:

WHEREAS, by virtue of the Act, the Issuer is authorized to enter into this Agreement and to do or cause to be done all the acts and things herein or in the Indenture, as defined herein, provided or required to be done by it, to issue the Bonds, as defined herein, and to loan the proceeds of such Bonds to the Company to finance or refinance the acquisition, construction and installation of certain solid waste disposal facilities in order to better ensure compliance with environmental standards, and which financing will promote the public health, safety, morals, happiness and general welfare of the citizens of the State; and

WHEREAS, in order to provide funds to finance the Project, the Issuer has determined to issue and sell its Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project), in the aggregate principal amount of \$40,000,000 (the "Bonds"), under the Trust Indenture (the "Indenture") dated as of August 1, 2012, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), for the purposes described therein and herein, and has determined to enter into this Agreement and to secure the Bonds by the pledge and assignment of Installment Payments to be made hereunder; and

WHEREAS, the Company has also agreed under this Agreement to pay, or cause to be paid, when due certain expenses and other costs incurred by the Issuer and the Trustee in connection with this Agreement and the issuance of the Bonds; and

WHEREAS, the Bonds are special, limited obligations of the Issuer, the principal of, premium, if any, and interest on which will be payable solely out of the revenues derived by the Issuer pursuant to this Agreement. The Bonds will not constitute a debt of the State, and the Bonds will not constitute an indebtedness, an obligation, general or moral, or a pledge of the faith or loan of credit of the Issuer, the State or any political subdivision thereof or a charge against the general credit or taxing power, if any, of any of them, within the meaning of any constitutional or statutory limitation. The Issuer, except as described below, the State and any other political subdivision thereof will not be liable or obligated to pay the principal of, premium, if any, and interest on the Bonds. The Bonds will be payable from no other source, but will be special, limited obligations of the Issuer payable solely from the sources described in this Agreement and the Indenture. Neither the faith and credit nor the taxing powers, if any, of the Issuer, the State or any political subdivision thereof are pledged to the payment of the principal of, premium, if any, and interest on the Bonds or other costs incidental thereto. The Issuer has no taxing power. Subsection (f) of Section 7 of the Act, which provides in certain instances the moral obligation of the State as additional security for the payment of debt service on obligations of the Issuer, does not apply to the Bonds; and

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WHEREAS, all acts and things have been done and performed which are necessary to make the Bonds, when executed and delivered by the Issuer, the legal, valid and binding special and limited obligations of the Issuer in accordance with the terms thereof;

NOW, THEREFORE, for and in consideration of the premises, the respective representations and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, recognizing that under the Act this Agreement shall not in any way obligate the State or any agency or political subdivision thereof, including, without limitation, the Issuer, to raise any money by taxation or use other public moneys for any purpose in relation to the Project or Project Facilities and that neither the State nor any agency or political subdivision thereof, including, without limitation, the Issuer, shall pay or promise to pay any debt or meet any financial obligation to any Person at any time in relation to the Project or the Project Facilities, except from moneys received or to be received under the provisions of this Agreement or derived from the exercise of the rights of the Issuer hereunder, agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Use of Defined Terms.** In addition to the words and terms defined elsewhere in this Agreement, or by reference to another document, the words and terms set forth in Section 1.02 shall have the meanings set forth therein unless the content or use clearly indicates another meaning or intent. In addition, all capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture.

**Section 1.02. Definitions.** The following terms shall have the following meanings:

*“Additional Payments”* means payments due hereunder in addition to the Installment Payments.

*“Agreement”* means this Loan Agreement as amended or supplemented from time to time.

*“Bonds”* means the Issuer’s \$40,000,000 Environmental Improvement Revenue Bonds, Series 2012 (United States Steel Corporation Project).

*“Completion Certificate”* means a certificate in substantially the form attached hereto as Exhibit C.

*“Event of Default”* means any of the events described as an Event of Default in Section 7.01.

“*Indenture*” has the meaning set forth in the recitals to this Agreement.

“*Issuer*” has the meaning set forth in the first paragraph of this Agreement.

“*Loan*” means the loan of Bond proceeds from the Issuer to the Company as provided in Section 4.01.

“*Notice Address*” means:

- (a) As to the Issuer:  
  
Southwestern Illinois Development Authority  
1022 Eastport Plaza Drive  
Collinsville, IL 62234-6121  
Attention: Executive Director  
Facsimile: (618) 345-4658
  
- (b) As to the Company:  
  
United States Steel Corporation  
600 Grant Street, Room 1311  
Pittsburgh, PA 15219-4776  
Attention: Assistant Treasurer-Finance and Risk Management  
Facsimile No.: (412) 433-4765
  
- (c) As to the Trustee:  
  
The Bank of New York Mellon Trust Company, N.A.  
525 William Penn Place  
38<sup>th</sup> Floor  
Pittsburgh, PA 15259  
Attention: Corporate Trust Administration  
Facsimile: (412) 236-0870

or such additional or different address, notice of which is given under Section 8.03.

“*Person*” or words importing persons mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“*Project*” means the acquisition, construction and installation of the Project Facilities.

“*Project Facilities*” means, generally, the solid waste disposal facilities financed from the proceeds of the Bonds, as such Project Facilities are described in Exhibit A hereto.

“*Tax Regulatory Agreement*” means the Tax Regulatory Agreement in respect of the Bonds and dated as of August 1, 2012, and any permitted amendments or supplements thereto.

All other terms used in this Agreement that are defined in the Indenture have the same meanings assigned them in the Indenture unless the context clearly requires otherwise.

**Section 1.03. Interpretation.** Unless the context clearly indicates otherwise, the capitalized terms defined in this Article I and in the Indenture, for all purposes of this Agreement and all agreements supplemental hereto, have the meanings hereby ascribed to them. Such terms, together with all other provisions of this Agreement, shall be read and understood in a manner consistent with the provisions of the Act. Words or phrases importing the masculine gender shall be read and understood to include the feminine and neuter genders, and those importing number shall include singular or plural, both as appropriate to the context.

Any reference herein to the Issuer, to its board or to any designated officer includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section, provision or chapter of the laws of the State or to any statute of the United States of America includes that section, provision or chapter or statute as amended, modified, revised, supplemented or superseded from time to time; provided, that no such amendment, modification or similar change shall apply solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the Bondholders, the Trustee or the Company under this Agreement.

**Section 1.04. Captions and Headings.** The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any articles, sections, subsections, paragraphs, subparagraphs or clauses hereof.

## ARTICLE II

### REPRESENTATIONS

**Section 2.01. Representations and Covenants of Issuer.** The Issuer represents that (a) it is a political subdivision, body politic and municipal corporation of the State organized and existing under and by virtue of the laws of the State, including the Act; (b) it has duly accomplished all conditions necessary to be accomplished by it prior to the issuance and delivery of the Bonds and the execution and delivery of this Agreement, the Indenture and the Tax Regulatory Agreement; (c) it is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations contained in this Agreement, the Indenture or the Tax Regulatory Agreement; (d) it is empowered to enter into the transactions contemplated by this Agreement, the Indenture and the Tax Regulatory Agreement; (e) it has duly authorized the execution, delivery and performance of this Agreement, the Indenture and the Tax Regulatory Agreement; (f) to the best of its knowledge and belief, based upon the application submitted by the Company, and other representations made, information presented and testimony given by the Company, without independent verification by the Issuer, the Bonds will further the public purposes of the Act and of the Issuer; and (g) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement, the Indenture and the Tax Regulatory Agreement by any successor public body.



**Section 2.02. Representations and Covenants of Company.**The Company represents and covenants that:

- (a) It is a corporation duly organized and existing under and pursuant to the laws of the State of Delaware. The Company is qualified to do business in the State.
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and the Tax Regulatory Agreement and to enter into and carry out the transactions contemplated by those documents; such execution, delivery and performance does not, and will not, violate any provision of law applicable to the Company or the Company's articles of incorporation, code of regulations, bylaws or other corporate charter or similar instrument each as may be amended, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the Company is a party or by which it is bound; this Agreement and the Tax Regulatory Agreement have, by proper action, been duly authorized, executed and delivered by the Company and all steps necessary have been taken to constitute this Agreement and the Tax Regulatory Agreement valid and binding obligations of the Company.
- (c) Each of the Project Facilities will, at the time it is placed in service, be an "Industrial Project" (within the meaning of the Act) comprising solid waste disposal "pollution control facilities", and will, at the time it is placed in service, be used for the collection, storage, treatment, utilization, processing or final disposal of "solid waste" (within the meaning of the Code).
- (d) At the time of issuance of the Bonds and at all times subsequent thereto, the Company has complied with and will comply with all applicable requirements of the Code necessary to ensure that the interest on the Bonds is and will remain excludable from gross income for federal income tax purposes.
- (e) Each one and all of the representations and warranties of the Company contained in the Tax Regulatory Agreement, as executed and delivered simultaneously with this Agreement, are true and correct.
- (f) The Company will comply with the applicable requirements of Rule 15c2-12 as promulgated by the Securities and Exchange Commission and recognizes that the Issuer is not an "obligated person" within the meaning of said Rule.
- (g) The Project Facilities are, and will be, located in the City of Granite City, Madison County, Illinois.
- (h) The Project Facilities constitute a "project" within the meaning of the Act.
- (i) The financing of the Project Facilities will further the public purposes set forth in the Act by promoting industrial activities and facilities, thereby enhancing the public health, safety, morals, happiness and general welfare of persons within the jurisdiction of the Issuer.

## ARTICLE III

### COMPLETION OF PROJECT FACILITIES; ISSUANCE OF BONDS

**Section 3.01. Completion of Project Facilities.** The Company represents that the Project Facilities will be completed and that the proceeds of the Bonds, including any investment thereof, will be expended in accordance with the provisions of all bond authorizations, security and tax regulatory agreements and certificates executed in respect of the Bonds and in respect of the installation, operation and use of the Project Facilities. Upon completion of the Project Facilities, the Company shall deliver to the Trustee a Completion Certificate.

**Section 3.02. Issuance of Bonds; Application of Proceeds.** To provide funds to make the Loan for the purpose of financing the Project, upon satisfaction of the conditions set forth herein and in the Bond Resolution, the Issuer will issue, sell and deliver the Bonds. The Bonds will be issued in accordance with and pursuant to the Indenture in the aggregate principal amount, will bear interest at the rate or rates, will mature and will be subject to redemption as set forth therein. The Company hereby approves the terms and conditions of the Indenture and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered.

**Section 3.03. Use of Proceeds.** The proceeds from the sale of the Bonds shall be loaned to the Company and paid over to the Trustee for the benefit of the Company and deposited in the Project Fund and used to finance the Project. Each disbursement request shall be on the form attached hereto as Exhibit B, executed by an Authorized Company Representative. Subject to the provisions below, disbursements from the Project Fund shall be made only to reimburse or pay the Company, or any person designated by the Company, for the following:

(a) Costs incurred directly or indirectly for or in connection with the acquisition, construction and installation of the Project Facilities, including costs incurred in respect of the Project for preliminary planning and studies; architectural, legal, engineering, surveying, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work;

(b) Subject to the limitations set forth in the Code, financial, legal, accounting, printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the Bonds; or

(c) Any other costs, expenses, fees and charges properly chargeable to the cost of the acquisition, construction or installation of the Project Facilities and that comply with the Company's representations and warranties in Section 2.02 of this Agreement.

**Section 3.04. Investment of Fund Moneys.** At the written direction of the Authorized Company Representative, any moneys held in the Project Fund, the Bond Fund and the Rebate Fund shall be invested or reinvested by the Trustee in Eligible Investments. The Company hereby covenants that it will restrict any investment and reinvestment and the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code.

The Company shall provide the Issuer with a certificate of an appropriate officer, employee or agent of or consultant to the Company for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the Company on the date of delivery of and payment for the Bonds regarding the amount and use of the proceeds of the Bonds and the facts, estimates and circumstances on which those expectations are based.

The Company agrees that at no time shall any funds constituting gross proceeds of the Bonds be used in any manner to cause or result in a prohibited payment under applicable regulations pertaining to, or in any other fashion as would constitute failure of compliance with, Section 148 of the Code.

If there is any amount required to be paid to the United States pursuant to Section 148(f) of the Code or Section 5.03 of the Indenture, the Company shall pay such amount to the Trustee for deposit to the Rebate Fund created under Section 5.03 of the Indenture, who will submit the payment to the United States.

**Section 3.05. Issuer's Fees.** The Company will pay the Issuer's closing fee in the amount of \$255,000.00 on the date of issuance of the Bonds. The Company will also pay any other administrative expenses incurred in connection with the financing of the Project, and any such additional fees and expenses (including reasonable attorney's fees) incurred by the Issuer or the Trustee in connection with inquiring into, or enforcing, the performance of the Company's obligations hereunder, within 30 days of receipt of a statement from the Issuer requesting payment of such amount.

#### ARTICLE IV

##### LOAN BY ISSUER; REPAYMENT OF LOAN INCLUDING ADDITIONAL PAYMENTS

**Section 4.01. Loan of Proceeds; Installment Payments.** The Issuer agrees, upon the terms and conditions contained in this Agreement, to lend to the Company the proceeds received by the Issuer from the sale of the Bonds. Such proceeds shall be disbursed to or on behalf of the Company as provided in Section 3.03.

On each date on which any payment of principal of or interest on the Bonds shall become due (whether at maturity, or upon redemption or acceleration or otherwise), the Company will pay or cause to be paid to the Trustee, in immediately available funds, an amount which, together with other moneys held by the Trustee under the Indenture and available therefor, will enable the Trustee to make such payment in full in a timely manner ("Installment Payments").

In furtherance of the foregoing, so long as any Bonds are outstanding, the Company will pay or cause to be paid all amounts required to prevent any deficiency or default in any payment with respect to the Bonds, including any deficiency caused by an act or failure to act by the Trustee, the Company, the Issuer or any other Person.

The Issuer assigns all amounts payable under this Section by the Company to the Trustee pursuant to the Indenture for the benefit of the Bondholders. The Company assents to such assignment. Accordingly, the Company will pay directly to the Trustee at its designated office all payments payable by the Company pursuant to this Section.

**Section 4.02. Additional Payments.** The Company will also pay the following upon demand after receipt of a bill therefor:

(a) The reasonable and documented out-of-pocket fees and expenses, including reasonable attorneys' fees, of the Issuer incurred in connection with this Agreement, the Indenture, the Tax Regulatory Agreement and the Bonds, and the making of any amendment or supplement thereto, including, but not limited to: (i) those described in Section 3.05 (which includes, among other fees and expenses, the fees and expenses associated with the initial drafting, execution and delivery of this Agreement, the Indenture, the Tax Regulatory Agreement and the Bonds), (ii) those described in Section 7.04 and (iii) any other payments or indemnification required under Section 5.02; and

(b) The fees and expenses of the Trustee under the Indenture, including reasonable attorneys' fees of the Trustee for any services rendered by it under the Indenture, including those described in Section 7.04, and any other payments or indemnification required under Section 5.02, such fees, expenses and payments to be paid directly to the Trustee for its own account as and when such fees and expenses become due and payable.

The Company further agrees to pay all reasonable and documented out-of-pocket costs and expenses (including reasonable attorney's fees and expenses) of the Issuer incurred after the initial issuance of the Bonds in the preparation of any responses, reproduction of any documentation or participation in any inquiries, investigations or audits from any Person solely or primarily in connection with the Bonds, including, without limitation, the Internal Revenue Service, the Securities Exchange Commission or other governmental agency.

**Section 4.03. Deposit of Moneys in Bond Fund; Moneys for Purchase and Redemption.** The Company may at any time deposit moneys in the Bond Fund, without premium or penalty, to be held by the Trustee for application to Installment Payments not yet due and payable, and the Issuer agrees that the Trustee shall accept such deposits when tendered by the Company. Such deposits shall be credited against the Installment Payments, or any portion thereof, in the order of their due dates. In addition, the Company may at any time deliver moneys to the Trustee in addition to such deposits with written instructions to the Trustee to use such moneys for the purpose of making open market purchases of Bonds. Such deposits or such delivery of moneys for Bond purchases shall not in any way alter or suspend the obligations of the Company under this Agreement during the term hereof as provided in Section 8.01.

In addition, the Company may deliver moneys to the Trustee for use for optional redemption of Bonds pursuant to Sections 6.01 and 6.02 and shall deliver moneys to the Trustee for mandatory redemption of Bonds as required by Section 4.02(b)(ii) of the Indenture.

**Section 4.04. Obligations Unconditional.** The obligations of the Company to make payments required by Sections 4.01, 4.02 and 4.03 and to perform its other agreements contained herein shall be absolute and unconditional, and the Company shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever.

**Section 4.05. Assignment by Company.** Rights granted to the Company under this Agreement may be assigned in whole or in part by the Company without the necessity of obtaining the consent of the Issuer or the Trustee, subject, however, to each of the following conditions:

- (a) unless waived by the Issuer or the Trustee, the Company shall notify the Issuer and the Trustee in writing of the identity of any assignee at least 30 days prior to the effective date of such assignment;
- (b) no assignment shall relieve the Company from primary liability hereunder for its obligations hereunder, and the Company shall continue to remain primarily liable for the payment of the Installment Payments and Additional Payments and for performance and observance of the agreements on its part herein provided to be performed and observed by it;
- (c) any assignment from the Company must retain for the Company such rights and interests as will permit it to perform its obligations under this Agreement;
- (d) the Company shall, within 30 days after execution thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of each such assignment; and
- (e) any assignment from the Company shall not materially impair fulfillment of the purposes to be accomplished by operation of the Project Facilities as a project, the financing of which is permitted under the Act.

**Section 4.06. Assignment by Issuer.** The Issuer will assign its rights under and interest to this Agreement (except for the Unassigned Issuer's Rights) to the Trustee pursuant to the Indenture as security for the payment of the Bonds. Otherwise, the Issuer will not sell, assign or otherwise dispose of its rights under or interest in this Agreement nor create or permit to exist any lien, encumbrance or security interest thereon.

## ARTICLE V

### ADDITIONAL AGREEMENTS AND COVENANTS

**Section 5.01. Lease, Sale or Grant of Use by Company.** Subject to the provisions of Section 5.03, the Company may lease, sell or grant the right to occupy and use the Project Facilities, in whole or in part, to others, provided that:

- (a) no such grant, sale or lease shall relieve the Company from its obligations under this Agreement;

- (b) the Company shall retain such rights and interests as will permit it to comply with its obligations under this Agreement;
- (c) no such grant, sale or lease shall impair the purposes of the Act; and
- (d) the Company shall receive an Opinion of Nationally Recognized Bond Counsel that such grant, sale or lease does not have an adverse effect upon the tax-exempt status of the interest on the Bonds.

**Section 5.02. Indemnification of Issuer and Trustee.** The Company agrees to indemnify the Trustee for and to hold the Trustee harmless against all liabilities, claims, court costs and reasonable and documented out-of-pocket expenses (including reasonable and documented fees and expenses of counsel necessary in defending against the same) incurred without gross negligence or willful misconduct on the part of the Trustee, on account of any action taken or omitted to be taken by the Trustee in accordance with the terms of this Agreement, the Bonds or the Indenture or any action taken at the request of or with the consent of the Company, including the costs and expenses of the Trustee in defending itself against any such claim, action or proceeding brought in connection with the exercise or performance of any of its powers or duties under this Agreement, the Bonds or the Indenture.

The Company hereby releases the Issuer from and covenants and agrees that the Issuer shall not be liable for, and to indemnify and save the Issuer and its members, directors, officers, officials, employees and persons who “control” the Issuer, as that term is defined in Section 15 of the Securities Act of 1933, as amended, and the State, and its members, officers, officials and employees (collectively, the “Issuer Indemnified Parties”), free and harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys’ fees and expenses of the Company and the Issuer Indemnified Parties), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising from or in any manner directly or indirectly growing out of or connected with the following:

- (a) The use, non-use, condition or occupancy of the properties of the Company or the Project Facilities or the Project, any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto or the condition of the properties of the Company or the Project Facilities or the Project, including adjoining sidewalks, streets or alleys and any equipment or facilities at any time located on its properties or the Project or used in connection therewith which are not the result of the negligence of the Indemnified Party;
- (b) breach by the Company of any agreement, warranty, covenant or condition of this Agreement or any other agreement executed in connection with the Bonds or the Project;
- (c) breach of any contract, agreement or restriction by the Company relating to its properties or the Project Facilities or the Project;

(d) violation by the Company of any law, ordinance, regulation or court order affecting the properties of the Company, the Project Facilities or the Project or the ownership, occupancy or use thereof;

(e) any written statement or information provided by the Company and contained in any information furnished to the Issuer or the purchasers of any Bonds, including but not limited to, any official statement relating to the Bonds, that is untrue or incorrect in any material respect, and any omission by the Company from such information of any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning the Company, its officers and employees or the properties of the Company or the Project not misleading in any material respect; and

(f) the presence on or in, or the escape, seepage, leakage, spillage, discharge, emission or release from, the properties of the Company or the Project Facilities or the Project of any hazardous or toxic waste, substance or constituent, or other substance or the violation of any statute, regulation, order, ordinance, resolution or local law relating to environmental protection, hazardous substances or environmental cleanup.

The Company may, at its cost and in its name or in the name of the Issuer, prosecute or take any other action involving third persons which the Company deems necessary in order to ensure or protect the Company's rights under this Agreement; in such event, the Issuer will reasonably cooperate with the Company, but at the sole expense of the Company.

In case any actions or proceedings are brought against the Issuer or the Trustee in respect of which indemnity may be sought hereunder, the party seeking indemnity shall promptly (but in any event within 15 days of receipt of service) give notice of that action or proceeding to the Company enclosing copies of all papers served, and the Company upon receipt of that notice shall have the obligation and the right at its expense to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Company from any of its obligations under this Section unless that failure materially prejudices the defense of the action or proceeding by the Company. Any indemnified party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party, unless: (i) the employment of such counsel has been specifically authorized by the Company, or (ii) the parties to any such proceeding include both the indemnified party and the Company and representation of both the indemnified party and the Company would not be appropriate due to actual or potential conflicts of interest. The Company shall not be liable for any settlement made without its written consent.

Notwithstanding anything contained herein to the contrary, the Company shall not be obligated to indemnify or hold harmless the Issuer, the Issuer Indemnified Parties or the Trustee, or its members, directors, officers, officials or employees, for their gross negligence or willful misconduct.

The foregoing indemnification is intended to and shall include the indemnification of all affected members, directors, officers, officials and employees of the Trustee and all affected Issuer Indemnified Parties. That indemnification is intended to and shall be enforceable by the Issuer and the Trustee, respectively, to the full extent permitted by law, and the foregoing indemnification shall survive beyond the termination or discharge of the Indenture or payment of the Bonds.

**Section 5.03. Company Not to Adversely Affect Exclusion From Gross Income of Interest on Bonds.** The Company hereby represents that it has taken and caused to be taken, and covenants that it will take and cause to be taken, all actions that may be required of it, alone or in conjunction with the Issuer, for the interest on the Bonds to be and to remain excludable from gross income for federal income tax purposes, and represents that it has not taken or permitted to be taken on its behalf, and covenants that it will not take or permit to be taken on its behalf, any action that would adversely affect such excludability under the provisions of the Code.

The Company also covenants that it will restrict the investment and reinvestment and the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code.

The Company hereby covenants that on or before the 90<sup>th</sup> day following the date any of the Project Facilities are no longer being operated as qualifying exempt facilities under the Code (unless such facilities have simply ceased to be operated), or such later date as provided in the Indenture, the Company shall cause a related amount of Bonds to be redeemed pursuant to the Mandatory Redemption provision of the Bonds.

**Section 5.04. Company to Maintain its Existence; Mergers or Consolidations.** The Company covenants that it will not merge or consolidate with any other legal entity or sell or convey all or substantially all of its assets to any other legal entity, except that the Company may merge or consolidate with, or sell or convey all or substantially all of its assets to any other legal entity, provided that (a) the Company shall be the continuing legal entity or the successor legal entity (if other than the Company) shall be a legal entity organized and existing under the laws of the United States of America or a state thereof, qualified to do business in the State, and such legal entity shall expressly assume the due and punctual payment of the Installment Payments hereunder in order to ensure timely and proper payment of the principal of and interest on all the Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Agreement to be performed by the Company and (b) the Company or such successor legal entity, as the case may be, shall not, immediately after such merger or consolidation, or such sale or conveyance, be in default in the performance of any such covenant or condition and no event which with the lapse of time, the giving of notice or both would constitute an Event of Default under Section 7.01 shall have occurred and be continuing.

In case any such consolidation, merger, sale or conveyance and upon the assumption by the successor legal entity of the obligations under this Agreement and on the Bonds in accordance with the foregoing, such successor legal entity shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as a party hereto, and the Company shall thereupon be relieved of any further obligations or liabilities hereunder and upon the Bonds and the Company as the predecessor legal entity may thereupon or at any time thereafter be dissolved, wound-up or liquidated.



**Section 5.05. Reports and Audits.** The Company shall, as soon as practicable but in no event later than six months after the end of each of its fiscal years, file with the Trustee and the Issuer, audited financial statements of the Company prepared as of the end of such fiscal year; provided that the Company may satisfy this requirement by its filing of such information with the Securities and Exchange Commission ([www.sec.gov](http://www.sec.gov)) and the Municipal Securities Rulemaking Board ([www.emma.msrb.org](http://www.emma.msrb.org)) in accordance with their respective filing requirements.

**Section 5.06. Insurance.** The Company shall maintain, or cause to be maintained, insurance covering such risks and in such amounts as is customarily carried by similar industries as the Company, and which insurance may be, in whole or in part, self-insurance.

## ARTICLE VI

### OPTIONS TO TERMINATE; OPTIONAL AND MANDATORY PREPAYMENT OF LOAN

**Section 6.01. Options to Terminate.** The Company shall have, and is hereby granted, an option to prepay and terminate the Loan, upon satisfaction of the following conditions at any time prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture): (a) in accordance with Article IX of the Indenture, by paying to the Trustee an amount which, when added to the amount on deposit in the funds established under the Indenture and available therefor, will be sufficient to pay, retire and, pursuant to the Indenture, redeem all the outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal of and interest to maturity or the earliest applicable redemption date, as the case may be, and expenses of redemption and the Trustee's fees and expenses due hereunder or under the Indenture), and in case of redemption making arrangements satisfactory to the Trustee for the giving of the required notice of redemption, (b) by giving the Issuer notice in writing of such termination and (c) by making full payment of Additional Payments due under Section 4.02; thereafter such termination shall forthwith become effective.

Any prepayment pursuant to this Section 6.01 shall either comply with the provisions of Article IX of the Indenture or result in redemption of the Bonds within 90 days of the date of prepayment. Nothing contained in this Section 6.01 shall prevent the payment of part of any of the Bonds pursuant to Article IV or Section 9.02 of the Indenture.

**Section 6.02. Optional Redemption; Option to Prepay Upon Extraordinary Optional Redemption Under Indenture.** On or after August 1, 2022, the Company has the option to prepay the Loan, in whole or in part, and thereby cause the redemption of the Bonds on the terms and conditions set forth in Section 4.02(a) of the Indenture. The Company shall also have the option, upon the occurrence of certain extraordinary circumstances described therein, to prepay the Loan in whole or in part upon the terms and conditions set forth in Section 4.02(b)(i) of the Indenture.

**Section 6.03. Mandatory Prepayment Upon Extraordinary Mandatory Redemption Under Indenture.** The Company shall be obligated to prepay the Loan in whole or in part upon the terms and conditions set forth in Section 4.02(b)(ii) of the Indenture. Any prepayment pursuant to this Section 6.03 shall result in an extraordinary mandatory redemption of the Bonds within the applicable period provided by Section 4.02(b)(ii) of the Indenture.

**Section 6.04. Actions by Issuer.** At the request and direction of the Company or the Trustee, the Issuer shall take all steps required of it under the applicable provisions of the Indenture or the Bonds to effect the redemption of all or a portion of the Bonds pursuant to this Article VI; provided that, in such event, the Company shall reimburse the Issuer for its reasonable expenses, including attorneys' fees, incurred in complying with such request.

**Section 6.05. Release on Exercise of Option to Prepay or Mandatory Prepayment of Loan.** Upon the payment of all amounts due hereunder pursuant to any option to prepay the Loan granted in this Agreement or a mandatory prepayment of the Loan, the Issuer shall, upon receipt of the prepayment, deliver to the Company, if necessary, a release from the Trustee of the lien of the Indenture.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

**Section 7.01. Events of Default.** Each of the following shall be an Event of Default:

- (a) The Company shall fail to pay the amounts required to be paid under Section 4.01 or 4.02 on the dates specified therein;
- (b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.01(a), (other than certain representations, warranties and covenants regarding various matters relating to the tax status of the Bonds) for a period of 60 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Company by the Issuer or the Trustee, unless the Issuer and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Company within the applicable period and is being diligently pursued until the default is corrected;
- (c) The dissolution or liquidation of the Company or the voluntary initiation by the Company of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Company of any such proceeding which shall remain undismissed for 60 days, or failure by the Company to promptly have discharged any execution, garnishment or attachment of such consequence as would materially impair the ability of the Company to carry on its operations, or assignment by the Company for the benefit of creditors, or the entry by the Company into an agreement of composition with creditors or the failure generally by the Company to pay its debts as they become due; or
- (d) The occurrence of an Event of Default as defined in the Indenture.

Any declaration of default under subparagraph (c) and the exercise of remedies upon any such declaration will be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

**Section 7.02. Remedies on Default.** Whenever an Event of Default shall have happened and be existing, any one or more of the following remedial steps may be taken:

(a) if acceleration of the principal amount of the Bonds has been declared pursuant to Section 7.03 of the Indenture, the Issuer or the Trustee shall declare all Installment Payments to be immediately due and payable, whereupon the same shall become immediately due and payable; or

(b) the Issuer or the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the Company under those instruments.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its reasonable opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Trustee at no cost or expense to it. Any amounts collected pursuant to action taken under this Section (except for amounts payable directly to the Issuer or the Trustee pursuant to Section 3.05, 4.02, 5.02 or 7.04) shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Outstanding Bonds have been paid and discharged in accordance with the provisions of the Indenture, shall be paid as provided in Section 9.01 of the Indenture for transfers of remaining amounts in the Bond Fund.

The provisions of this Section are subject to the further limitation that the rescission by the Trustee of its declaration that all of the Bonds are immediately due and payable also shall constitute an annulment of any corresponding declaration made pursuant to paragraph (a) of this Section and a waiver and rescission of the consequences of that declaration and of the Event of Default with respect to which that declaration has been made, provided that no such waiver or rescission shall extend to or affect any subsequent or other default or impair any right consequent thereon.

**Section 7.03. No Remedy Exclusive.** No remedy conferred upon or reserved to the Issuer or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

**Section 7.04. Agreement to Pay Fees and Expenses.** If an Event of Default should occur and the Issuer or the Trustee should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement or the collection of sums due hereunder, the Company shall reimburse the Issuer and the Trustee, as applicable, for the reasonable expenses so incurred upon demand.

**Section 7.05. No Waiver.** No failure by the Issuer or the Trustee to insist upon the performance by the Company of any provision hereof shall constitute a waiver of their right to performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Company to observe or comply with any provision hereof.

**Section 7.06. Notice of Default.** The Company shall notify the Trustee immediately and in writing if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.01. Term of Agreement.** This Agreement shall be and remain in full force and effect from the date of issuance of the Bonds until such time as all of the Bonds shall have been fully paid (or provision made for such payment) pursuant to the Indenture and all other sums payable by the Company under this Agreement shall have been paid, except for obligations of the Company under Sections 3.05, 4.02, 5.02 and 7.04, which shall survive any termination of this Agreement.

Notwithstanding any termination of this Agreement, any payment of any or all of the Bonds or any discharge of the Indenture, if Bonds are redeemed pursuant to the mandatory redemption upon determination of taxability, the Company shall pay all additional amounts required to be paid under Section 4.02 of the Indenture at the time provided therein.

**Section 8.02. Amounts Remaining in Funds.** Any amounts in the Bond Fund remaining unclaimed by the Holders of Bonds (whether at stated maturity, by redemption or pursuant to any mandatory sinking fund requirements or otherwise) shall be deemed to belong, and shall be paid, to the proper party pursuant to applicable escheat laws. Further, any other amounts remaining in the Bond Fund, the Project Fund and any other special fund for accounts created under this Agreement or the Indenture, after all of the outstanding Bonds shall be deemed to have been paid and discharged under the provisions of the Indenture and all other amounts required to be paid under this Agreement and the Indenture have been paid, shall be paid to the Company to the extent that those moneys are in excess of the amounts necessary to effect the payment and discharge of the outstanding Bonds.

**Section 8.03. Notices.** All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when received or upon refusal of delivery at the applicable Notice Address. The Issuer, the Company or the Trustee may, by providing written notice to each other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 8.04. Extent of Covenants of Issuer; No Personal Liability.** All covenants, obligations and agreements of the Issuer contained in this Agreement or the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, trustee, officer, agent or employee of the Issuer in other than his official capacity, and no official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer contained in this Agreement or in the Indenture.

**Section 8.05. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Issuer, the Company and their respective permitted successors and assigns.

**Section 8.06. Amendments and Supplements.** Except as otherwise expressly provided in this Agreement or the Indenture, subsequent to the issuance of the Bonds and prior to all conditions provided for in the Indenture for release of the Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered or terminated except in accordance with the provisions of Article XI of the Indenture, as applicable.

**Section 8.07. Execution Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**Section 8.08. Severability.** If any provision of this Agreement or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**Section 8.09. Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

**Section 8.10. Further Assurances and Corrective Instruments.** The Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for the further assurance, correction or performance of the expressed intention of this Agreement.

**Section 8.11. Issuer and Company Representatives.** Whenever under the provisions of this Agreement the approval of the Issuer or the Company is required or the Issuer or the Company is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by a Designated Officer and for the Company by an Authorized Company Representative. The Trustee shall be authorized to act on any such approval or request.

**Section 8.12. Immunity of Incorporators, Stockholders, Officers and Directors.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement or in any agreement supplemental hereto, or in the Bonds, or because of any indebtedness evidenced thereby, shall be had against any incorporator, or against any stockholder, member, officer or director, as such, past, present or future, of the Company or of any predecessor or, subject to Section 5.04, successor legal entity, either directly or through the Company or any predecessor or successor legal entity, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of the Bonds by the Holders thereof and as part of the consideration for the issuance of the Bonds.

**Section 8.13. Immunity of Officers, Employees and Members of the Issuer.** No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future member, director, officer or employee of the Issuer, or of any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such members, directors, officers or employees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement and the issuance of the Bonds.

**Section 8.14. Section Headings.** The table of contents and headings of the various articles and sections of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof. References to article and section numbers are references to articles and sections in this Agreement unless otherwise indicated.

IN WITNESS WHEREOF, the Issuer and the Company have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

SOUTHWESTERN ILLINOIS DEVELOPMENT AUTHORITY

By: /s/ Robert P. Lombardi  
Robert P. Lombardi  
Chairman

Attest:

/s/ Barbara S. Johnson  
Barbara S. Johnson  
Secretary

[SEAL]

UNITED STATES STEEL CORPORATION

By: /s/ John J. Quaid  
John J. Quaid  
Vice President and Treasurer

[SIGNATURE PAGE TO U.S. STEEL 2012 LOAN AGREEMENT]

**EXHIBIT A**

**PROJECT FACILITIES**

Solid waste disposal facilities, including BOF (Basic Oxygen Furnace) emissions system equipment in the BOF production process, located at the United States Steel Corporation steel manufacturing facility, 1520 20<sup>th</sup> Street, Granite City, Illinois 62040.

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**EXHIBIT B**

**FORM OF DISBURSEMENT REQUEST**

Statement No. \_\_\_\_ Requesting Disbursement of Funds from Project Fund  
pursuant to Section 3.03 of Loan Agreement between  
Southwestern Illinois Development Authority and United States Steel Corporation

Pursuant to Section 3.03 of the Loan Agreement, dated as of August 1, 2012 (the "Agreement"), between the Southwestern Illinois Development Authority (the "Issuer") and United States Steel Corporation (the "Company"), the undersigned Authorized Company Representative hereby requests and authorizes The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under the Trust Indenture, dated as of August 1, 2012 (the "Indenture"), by and between the Issuer and the Trustee, to pay to the Company or to the person(s) listed on the Disbursement Schedule, if any, attached hereto out of the moneys deposited in Project Fund (as established pursuant to the Indenture) the aggregate sum of \$ \_\_\_\_\_, to reimburse the Company in full, or to pay such person(s) as indicated in any Disbursement Schedule, for the advances, payments and expenditures made by it in connection with the Project. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

- (a) Each item for which disbursement is requested hereunder is properly payable out of the Project Fund in accordance with the terms and conditions of the Agreement and none of those items has formed the basis or any disbursement heretofore made from the Project Fund;
- (b) This statement and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto; and
- (c) This statement constitutes the approval of the Company of each disbursement hereby requested and authorized.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Authorized Company Representative

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Disbursement Schedule

Payee

Amount

Purpose

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**EXHIBIT C**

**FORM OF COMPLETION CERTIFICATE**

Pursuant to Section 3.01 of the Loan Agreement, dated as of August 1, 2012 (the "Agreement"), between the Southwestern Illinois Development Authority (the "Issuer") and United States Steel Corporation (the "Company"), the undersigned hereby certifies to the Trustee (all capitalized terms used and not otherwise defined herein having the meaning set forth in the Agreement) the following:

- (a) the Project was substantially completed on or about \_\_\_\_\_, 20\_\_;
- (b) all other facilities necessary in connection with the Project have been acquired, constructed, installed and equipped;
- (c) \$ \_\_\_\_\_ shall be retained in the Project Fund for the payment of costs of the Project not yet due or for liabilities which the Company is contesting or which otherwise should be retained, because \_\_\_\_\_ [explain the reasons such amounts are being contested or should be retained]; and
- (d) other than the amounts referred to in (c) above, of the remaining balance in the Project Fund:
  - (i) \$ \_\_\_\_\_ is being used to acquire, construct, install or equip additional personal property in connection with the Project Facilities; and/or
  - (ii) \$ \_\_\_\_\_ shall be paid into the Bond Fund to be applied to pay the interest component of Bond Service Charges on the next Interest Payment Date (for which the Company shall receive a credit against its obligations to make Installment Payments equal to the amount of moneys so transferred from the Project Fund).

Attached hereto is such evidence and the Opinion of Nationally Recognized Bond Counsel as are required by the Indenture, if any.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Authorized Company Representative

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