

**THE UNITED STATES STEEL CORPORATION
COMMUNITY BENEFIT TRUST**

Dated: January 31, 2020

THE UNITED STATES STEEL CORPORATION
COMMUNITY BENEFIT TRUST

THIS AGREEMENT made this 31st day of January, 2020, between THE UNITED STATES STEEL CORPORATION, as the "grantor," and SMITHFIELD TRUST COMPANY, as the "trustee,"

The trustee shall hold, administer, and distribute all property received pursuant to the Settlement Agreement, as defined below (hereinafter referred to as the "Trust"), in accordance with the following terms and provisions:

ARTICLE I

Background

A. This Trust has been created to fulfil the terms of the Settlement Agreement and Order dated June 27, 2019 between The United States Steel Corporation and the Allegheny County Health Department (the "Settlement Agreement") to create a trust to benefit the "Adjacent Communities," as defined in the Agreement and shall include Clairton, Glassport, Liberty, Lincoln and Port Vue (each of which shall be an "Adjacent Community").

B. The Settlement Agreement requires that Trust distributions must benefit the Adjacent Communities or the local environment through supplemental projects, and the grantor directs that such supplemental projects must be anticipated to improve, protect, or reduce the risk to public health or the environment. Such supplemental projects may include providing funding to improve physical community infrastructure (such as the creation or renovation of parks, green spaces, or playground spaces), or fostering the creation or expansion of programs that are aimed at directly improving the well-being of residents, and need not be air quality-related, as long as an environmental and/or public health benefit can be recognized (the "Trust Purposes"). Any project proposals submitted must demonstrate a reasonable probability that the project will be successful.

C. This Trust establishes procedures for the presentation, consideration, approval, and monitoring of projects to benefit the Adjacent Communities.

ARTICLE II

Creation of Funds and Allocations

A. **Creation of Funds and Initial Allocation.** The Trust shall be invested and managed as a single trust, but shall be earmarked into one separate fund for each Adjacent Community (each a "Fund" and, collectively, the "Funds"), in the following percentages (the "Allocation Percentages"), and the initial Trust deposit of \$2,459,253 (the "Initial Trust Deposit") shall be allocated to each of the Adjacent Communities based on an equal weighting of their respective populations based on the most current U.S. Census Bureau data, their respective area in square miles based on the square miles reflected for each of the Adjacent Communities on the Allegheny County Municipality Community Profile found at <https://apps.alleghenycounty.us/website/MuniList.asp>, and an equal division among each of the Adjacent Communities (the "Allocation Methodology") All percentages in the allocation will be narrowed to the closest whole percentage. The trustee will set aside \$150,000 to be retained by the Trust to pay fiduciary fees and administrative costs incurred in the administration of the Trust (the "Retained Funds"). The trustee may, from time to time, set aside such additional

funds as it may deem necessary to fulfil its obligations in Article V, paragraph E. All unused Retained Funds will be distributed to the Adjacent Communities at the termination of the Trust in accordance with the Percentage Allocation that is in existence at that time. As set forth in Exhibit A, the Allocation Percentages are as follows:

Clairton Fund:	26.73%
Glassport Fund:	19.91%
Liberty Fund	15.11%
Lincoln Fund	21.91%
Port Vue Fund	16.32%

B. **Allocation of Subsequent Receipts.** Each receipt of a payment under the Settlement Agreement after the Initial Trust Deposit, and all earnings from investments of Trust assets, shall be allocated based on the Allocation Percentages among all Funds in existence at the time of the receipt.

ARTICLE III

Trust Distribution Board

A. **Composition of Board.**

1. There shall at all times be a Trust Distribution Board with one member from each of the Adjacent Communities, chosen by the respective Adjacent Communities in whatever manner they choose before the first meeting of the Trust Distribution Board (each a "Primary Member").
2. Each of the Adjacent Communities shall also name one alternate member of the Trust Distribution Board to attend meetings any time its Primary Member to that Adjacent Community is unable to attend or at any time when there is an unfilled vacancy of the Primary Member for any reason (each an "Alternate Member").
3. If neither the Primary Member nor the Alternate Member is able to attend a meeting, or if there is an unfilled vacancy of both the Primary Member and Alternate Member for any reason, each of the Adjacent Communities may designate a substitute member on an ad hoc basis (each an "Ad Hoc Substitute") to attend the impending meeting and act on its behalf.

B. **Meetings.** The Trust Distribution Board shall meet at least once every six months, or at such more frequent intervals as the Trust Distribution Board may from time to time determine, at a regular place and time to be determined by the Trust Distribution Board, with each meeting to be listed at least 60 days in advance on the official website of each of the Adjacent Communities and otherwise in accordance with all notice requirements of local and Pennsylvania law. As set forth in Article IV, below, each such meeting will be for the purpose of considering and approving projects consistent with the Trust Purposes that are proposed to be funded by the Trust. The Adjacent Communities shall be responsible for determining which projects will be presented to the Trust Distribution Board for consideration.

C. **Majority Action.** The Trust Distribution Board shall act on any matter brought before it by a simple majority vote of the Trust Distribution Board members, and each Trust Distribution Board member shall have one vote. The failure by any Trust Distribution Board member (whether a Primary Member or an Alternate Member) to vote for any reason, including the absence of a Primary Member and Alternate Member at the meeting and the failure of any of the Adjacent Communities to designate an Ad Hoc Substitute for such meeting, will be deemed to be an affirmative vote in favor of any matter before the Trust Distribution Board for vote at such meeting.

D. **Resignation of Trust Distribution Board Members.** Any Trust Distribution Board member (whether a Primary Member or an Alternate Member) serving hereunder may resign at any time by providing written notice to the trustee and to each other Trust Distribution Board member. Such resignation shall become effective at such time as the resigning Trust Distribution Board member shall provide in the notice of resignation, without court approval. The Adjacent Community affected by such resignation shall promptly appoint a successor member (whether a Primary Member, an Alternate Member, or both) to fill the vacancy created by such resignation.

E. **Power to Remove and Replace Trust Distribution Board Members and to Appoint Successors.** Each of the Adjacent Communities, acting through its governing body, shall have the power and authority from time to time to remove its then-acting Trust Distribution Board member (whether a Primary Member or an Alternate Member) and appoint instead another individual.

ARTICLE IV

Distributions to Adjacent Communities

A. **Power to Create or Amend Procedures.** The Trust Distribution Board may designate, expand, restrict, or amend the decision-making procedures listed in this Article.

B. **Submission of Proposed Projects.**

1. Each Adjacent Community may present to the Trust Distribution Board a slate of proposed projects that are consistent with the Trust Purposes (collectively the "Proposed Projects" and each a "Proposed Project"). The deadline for a submission to be considered at a scheduled meeting shall be 30 days before the scheduled meeting.
2. The Trust Distribution Board may not approve a Proposed Project unless the total cost of the Proposed Project (whether or not the funding is approved in stages or phases) is less than the Adjacent Community's Fund balance at the time of the Trust Distribution Board's approval except that an Adjacent Community may request that a portion of its Fund be used to partially fund a Proposed Project when the balance of the Proposed Project is funded with other funds of the Adjacent Community and/or third-party funds.

3. One or more Adjacent Communities may jointly present a Proposed Project, provided the Adjacent Communities offering the Proposed Project agree in writing in advance to the proportionate allocation of the cost of the Proposed Project to each Fund.

C. **Form of Submission.** Each Proposed Project to be considered shall be submitted to the Trust Distribution Board using the Common Grant Application Form developed by Grantmakers of Western Pennsylvania in effect at the time the Trust is created.

D. **Conduct of Meetings.**

1. Each of the Adjacent Communities may invite any interested party to present and discuss a Proposed Project, provided that at least one authorized representative of the organization sponsoring the Proposed Project shall be present at the meeting considering the Proposed Project.
2. At each meeting, the Trust Distribution Board will either grant or reject a Proposed Project that has been timely and properly submitted for consideration, will provide reasonable detail of the reasons for any rejection, and may require approved projects to be funded in stages or phases.
3. At each meeting referenced in Article III, paragraph B, each of the Adjacent Communities shall present to the Trust Distribution Board a written status report on previously approved projects, describing the completion of any approved project, detailing the progress of approved but unfinished projects, and detailing the expenditure of funds received from the Trust for any unfinished projects. The Trust Distribution Board shall have the authority to terminate any further funding of any approved project if the Trust Distribution Board determines that the project has been improperly administered.

E. **Direction to Fund.** Within 30 days after each meeting of the Trust Distribution Board, the Trust Distribution Board will direct the trustee in writing to distribute assets to appropriately fund each Proposed Project that is approved at any meeting (each distribution being a "Project Disbursement"), including incremental distributions for Proposed Projects that were approved with funding in stages or phases. If assets are distributed directly to an Adjacent Community, the funds shall be marked as restricted to use for the Proposed Project approved by the Trust Distribution Board. The trustee shall reduce each Fund by the amount of each Project Disbursement (or the entire amount of any project approved to be funded in stages or phases) attributable to the Adjacent Community's Fund that benefits from the project and shall credit each Fund by the amount of any undisbursed funds attributable to any project that was approved to be funded in stages or phases but is later terminated by the Trust Distribution Board.

ARTICLE V

Administrative Provisions and Powers

The following provisions shall be applicable to the Trust created herein:

A. **Nonassignability.** Subject to any express exceptions provided under the law governing the Trust created under this Agreement, while in the hands of the trustee and until actually paid over or delivered to the Adjacent Community or its designee, all legacies, shares, or interests in any Trust created hereunder, whether income or principal, shall not be subject to assignment, pledge, execution, attachment, or the claims of creditors of any grantor or any of the Adjacent Communities or any grantee of a Proposed Project.

B. **Duration of Trust.** The Trust shall continue until all assets are distributed but no longer than 21 years from the date of its creation, as required by 20 Pa.C.S.A. §7739.

C. **Written Notices.** Until the receipt by the trustee of written notice of any event upon which a right to receive income or principal may depend, the trustee shall incur no liability to persons whose interests have been affected by such event for distributions made in good faith.

D. **Powers.** The trustee shall have the following general powers, in addition to and not in limitation of those granted by law:

1. To invest only in certificates of deposit, money-market funds for which the corporate trustee, any affiliate, or any subsidiary of an affiliate provides services for compensation, whether as custodian, transfer agent, investment advisor or otherwise, and interest-bearing deposits in a bank or other financial institution under state or federal supervision, including any corporate trustee's banking department.
2. To delegate discretionary powers; to employ custodians of trust property, brokers, agents, accountants, and attorneys, to act without independent investigation upon their recommendations, and to pay the fees and expenses of the same from any trust estate, in addition to fees payable to the trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.
3. To purchase and sell permitted securities through any broker or brokerage firm the trustee may select, including any brokerage operation affiliated with or conducted by the parent or any affiliate of any corporate trustee or its successors or any of their subsidiaries (and the payment of the usual commissions charged by such an affiliated brokerage operation shall in no way reduce or otherwise affect any trustee's compensation as hereinafter provided for).
4. To purchase fiduciary liability and other insurances and to pay the premiums for such coverage as an administrative expense of any trust to which such coverage applies.

5. To make distributions as, when, and to the extent directed in writing by the Trust Distribution Board. The trustee shall have no power to make distributions absent written direction from the Trust Distribution Board.

E. **Tax Matters.** The trustee shall prepare, file and pay taxes as may be required to comply with applicable Federal, State and local tax codes.

ARTICLE VI

Reporting

A. **Reports.** By January 31 and July 31 of each year, the trustee shall submit in hard copy or via email a semi-annual report detailing the receipts and disbursements from the Funds for each semi-annual reporting period, with the report due on January 31st addressing the reporting period of July 1 through December 31 of the prior year; and the report due on July 31 addressing the reporting period of January 1 through June 30 of that year. The reports shall be sent to:

1. The governing body of each of the Adjacent Communities
2. Jason K. Willis, Allegheny County Health Department, Legal Section, 301 39th St., Building 7, Pittsburgh, PA 15201, or his successor.
3. David W. Hacker, Law Department, United States Steel Corporation, 600 Grant St, Suite 1500, Pittsburgh, PA 15219, or his successor.

B. **Posting.** Each of the Adjacent Communities shall post each semi-annual report on their official website within 10-days of receipt.

ARTICLE VII

Matters Relating to Trustee

A. **Successor Trustee.**

1. **Manner of Appointment.** If at any time there is no trustee who is willing to serve or continue serving hereunder as trustee, then grantor may petition a Court for the appointment of a successor corporate trustee, giving notice to all Adjacent Communities.

2. **No Duty to Review.** No successor trustee shall have any duty to review, audit, or question the actions or accounts of its predecessor.

3. **Immediate Authority to Act.** Any trustee, whether original, successor, or joined and whether appointed hereunder or by a court shall be empowered to act upon written acceptance without necessity of notice, court accounting, or court order.

B. **Resignation of Trustee.** Any corporate trustee serving as trustee of any trust created hereunder, whether named herein or appointed by the court or otherwise,

may resign as trustee effective upon the written acceptance by a corporate trustee to serve as successor trustee.

C. Release, Absolution, and Indemnification of Trustee.

1. Discretionary Decisions and Power to Seek Court

Approval. The grantor specifically intends that no action by any trustee or failure by any trustee to act shall be reviewable by any court, and no trustee shall be liable for any breach of trust which is not committed in bad faith or with reckless indifference to the Trust Purposes. Any corporate trustee that may be serving hereunder shall be entitled to apply to the Orphans' Court Division of the Court of Common Pleas of Allegheny County, Pennsylvania for approval in advance of any discretionary action and may file accounts, at the expense of the Trust, as often as each year.

2. Investment. The grantor recognizes that the trustee's investment discretion has been limited and the trustee shall be expressly absolved of any liability related to investment performance.

3. Actions of Trust Distribution Board.

a. The trustee need not review the actions of the Trust Distribution Board and shall incur no liability for any act or failure to act by the Trust Distribution Board, or for acting on a direction of the Trust Distribution Board, and it shall not be liable for any loss to the Trust resulting from any action taken at the direction of the Trust Distribution Board.

b. The trustee shall have no duty to monitor the conduct of the Trust Distribution Board, provide advice to the Trust Distribution Board, consult with the Trust Distribution Board, or communicate with or warn or apprise any of the Adjacent Communities or any third party concerning instances in which the trustee would or might have exercised the trustee's own discretion in a manner different from the manner directed by the Trust Distribution Board.

c. The trustee shall have no liability under this Trust to any of the Adjacent Communities or any other person impacted by this Trust for the trustee's good faith reliance on the provisions of this Agreement concerning actions of the Trust Distribution Board and shall have no duty to monitor the administration of any project approved by the Trust Distribution Board.

4. Indemnification. If despite the absolutions and releases set forth in this paragraph, a trustee must nevertheless defend an action brought against the trustee relating directly or indirectly to any matter addressed in this paragraph, such trustee shall be entitled to complete, on-going indemnification from the Trust for any and all costs, fees, and judgments of any sort.

D. Compensation. Any corporate trustee that may be serving hereunder shall be entitled to compensation for its services hereunder in accordance with its agreement with the grantor, as the same may be amended from time to time, but notwithstanding the foregoing, SMITHFIELD TRUST COMPANY shall be paid \$3,000 from the Retained Funds at the end of each calendar quarter as compensation for its services as trustee. In addition, the corporate trustee shall also be entitled to charge a separate fee for the semi-annual accounting work and tax return preparation, in accordance with its customary charges, such charges to be paid from the Retained Funds.

E. **Bond Not Required.** No trustee appointed hereunder shall be required to post bond in any jurisdiction.

ARTICLE VIII

Governing Law; Miscellaneous

A. **Governing Law and Situs.** The validity, effect, administration, and interpretation of this agreement and the trusts hereby created shall be initially determined in accordance with the laws of the Commonwealth of Pennsylvania, and the trusts hereby created shall have the Commonwealth of Pennsylvania as a situs.

B. **Headings.** The bold headings used throughout this Agreement are for convenience only. The grantor does not intend such headings to be used in the construction and interpretation of this Agreement.

C. **Number and Gender.** Except where the context clearly indicates otherwise, all references to the singular shall include the plural and vice-versa (including but not limited to the terms "trustee" and "trustee") and masculine pronouns shall include the feminine and vice-versa.


D. **Amendment.** This Agreement may be amended by a writing signed by The United States Steel Corporation in consultation with the Allegheny County Health Department and the Adjacent Communities provided that no amendment may reduce the compensation of the trustee or materially expand the duties of the trustee without the trustee's consent.

IN WITNESS WHEREOF, the grantor and the trustee have signed this Agreement on the day and year first above written.


WITNESS

GRANTOR:

THE UNITED STATES STEEL CORPORATION




Kathleen Schuchert



(SEAL)
By: Scott D. Buckiso, Senior Vice President and
Chief Manufacturing Officer, North American Flat-
Rolled

TRUSTEE:





(SEAL)
SMITHFIELD TRUST COMPANY, by William H.
Morrow, CEO

EXHIBIT A

ALLOCATION METHODOLOGY

Adjacent Community	Population		Square Miles		Equal	Allocation Percentage
	U.S, Bureau of Census (2010)*	Percent**	Square Miles***	Percent**	Equal Share	Percentage**
Clairton	6796	37%	2.97	24%	20%	27%
Glassport	4483	24%	1.963	14%	20%	19%
Liberty	2551	14%	1.46	12%	20%	15%
Lincoln	1072	6%	5.02	41%	20%	22%
Port Vue	3700	20%	1.14	9%	20%	16%

* Most Current U.S. Bureau of Census population

** Percentages are rounded to the closest whole number using conventional rounding practices.

*** Square Miles Reflected in Allegheny County Municipality – Community Profile found at <https://apps.alleghenycounty.us/website/MuniList.asp>