

# **EXHIBITS A and C**

**Trade secrets, marked pursuant to Section 130.202**  
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Trade Secret  
claimed on pages  
4, 5, 6, 7, and 16.

TRADE  
SECRET

**COPY**

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Version

### STEELMAKING SLAG FINES SALES AGREEMENT

**THIS STEELMAKING SLAG FINES SALES AGREEMENT ("Agreement")** made effective the 27th day of August 2007 ("Effective Date") by and between **United States Steel Corporation**, a Delaware corporation having its principal office and place of business at 600 Grant Street, Pittsburgh, Pennsylvania (hereinafter called "U. S. Steel") and **Westwood Lands, Inc.**, a corporation incorporated under the laws of the State of Michigan and having its registered office at 110 Airport Drive, Negaunee, Michigan 49866 (hereinafter called "Westwood"); and

**WHEREAS** U. S. Steel owns and operates an integrated steelmaking facility at Granite City Works in Granite City, Illinois (hereinafter called "Granite City") which produces raw steelmaking slag (hereinafter called "Raw Steelmaking Slag") as a byproduct of the steelmaking operations thereon. The Raw Steelmaking Slag is conveyed to Stein, Inc. for processing which results in the production of slag fines (hereinafter called "Steelmaking Slag Fines"); and

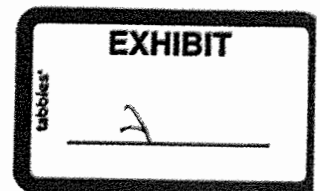
**WHEREAS** U. S. Steel produces and has inventoried certain volumes of Steelmaking Slag Fines at Granite City; and

**WHEREAS** Westwood wishes to purchase from U. S. Steel certain volumes of such Steelmaking Slag Fines for recycle and/or reuse, as specified in this Agreement and subject to and based upon the terms and conditions herein provided; and

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT**, in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set forth, the parties hereto agree with each other as follows:

#### 1. DEFINITIONS

- 1.1 "Year" shall mean each successive twelve-month period commencing with the twelve-month period starting from August 27, 2007.
- 1.2 "Raw Steelmaking Slag" shall mean the residual material produced in the steelmaking operations, including the desulfurization of hot metal and all downstream operations through charging of liquid steel into the caster, conveyed by U. S. Steel to the Stein, Inc. slag processing facility for metal and flux recovery.
- 1.3 "Steelmaking Slag Fines" shall generally mean slag fines generated from the processing of Raw Steelmaking Slag. For purposes of this Agreement, categories of Steelmaking Slag Fines are defined as follows:



- 1.3.1 "Desulfurization Slag Fines" shall mean the fines fraction produced from the processing of the Raw Steelmaking Slag fraction, or raw desulfurization slag, produced during the desulfurization of hot metal produced in the blast furnace process.
- 1.3.2 "Steel Slag Fines" shall mean the fines fraction produced from the processing of Raw Steelmaking Slag fractions generated downstream of desulfurization. All Raw Steelmaking Slag fractions produced downstream of desulfurization are generally combined prior to processing with the exception of "Ladle Metallurgy Facility (LMF) Slag," which may or may not be segregated. For purposes of this Agreement, mixed Desulfurization Slag Fines and Steel Slag Fines shall be generally referred to as Steelmaking Slag Fines.
- 1.3.3 "LMF Slag" shall mean the Raw Steelmaking Slag fraction produced at the LMF during the refining of liquid steel generated at the Basic Oxygen Process (BOP) furnaces. When segregated, LMF Slag may or may not be processed prior to sell.
- 1.4 "Average Net Selling Price" shall mean the gross selling price of the particular product (e.g., High Grade Iron) recovered from Steelmaking Slag Fines and sold by Westwood, less the following: all returns or allowances made; discounts; freight charges; and any taxes collected for governmental authority including, but not limited to sales and excise taxes. In addition to these deductions to the gross selling price, royalty payments to inventors and licensees will also be deducted from the gross selling price and these will not exceed 8% of the total gross selling price of the product.

## 2. COMMITMENT

- 2.1 Subject to Section 3.1, Westwood commits to purchase Steelmaking Slag Fines from U. S. Steel at its' Granite City Works as specified under this Agreement.

## 3. QUANTITY

- 3.1 Westwood commits to purchase and remove approximately 500,000 cubic yards of Steelmaking Slag Fines from Area 1 and the West End of Pile #3, as depicted in Exhibit "A" by December 1, 2007.
- 3.2 Westwood commits to purchase and remove all current generation and segregated Desulfurization Slag Fines produced at Granite City commencing the effective date of this Agreement through termination of this Agreement. On average, Granite City generates 2,500 tons per month of Desulfurization Slag Fines.
- 3.3 Westwood commits to purchase and remove all current generation and segregated metallic Steel Slag Fines produced at Granite City commencing the effective date

of this Agreement through termination of this Agreement. On average, Granite City produces 7,500 tons per month of metallic Steel Slag Fines.

- 3.4** (a) U. S. Steel reserves the right to use its inventoried Steelmaking Slag Fines for its internal use.
- (b) U.S. Steel reserves the right to sell inventoried Steelmaking Slag Fines to governmental bodies (and their designees) for land reclamation and groundwater remediation projects.
- (c) U. S. Steel will offer to Westwood, a minimum of 250,000 tons per each 12-month period of the Agreement of inventoried Steelmaking Slag Fines provided that sufficient material is remaining in inventory. Upon mutual agreement, this quantity may be modified.
- (d) In addition to the quantity of inventoried Steelmaking Slag Fines to governmental bodies (and their designees) under subparagraph (b) and the quantity to be supplied by U. S. Steel to Westwood under sub-paragraph (c) above, U. S. Steel shall not offer to sell Steelmaking Slag Fines from its Granite City inventory unless it first offers same to Westwood. If Westwood is unable to accept delivery of this inventory, then U. S. Steel may sell said the inventory without limitation.
- (e) If Westwood refuses to purchase a minimum of 10,000 tons per month of current generation material and is unable to process a minimum of 100,000 tons per 12-month period from the initial 500,000 tons (the Paragraph 3.1 inventory), then U. S. Steel may sell its Steelmaking Slag Fines without limitation.
- 3.5** If Westwood experiences any delays and cannot meet its commitments for the removal of purchased Steelmaking Slag Fines from Granite City, U. S. Steel shall have the option of moving, selling, or disposing the material and Westwood shall be responsible for any additional costs incurred by U. S. Steel.
- 3.6** In the event of a significant change in operating conditions at Granite City by either Westwood or U. S. Steel, Westwood and U. S. Steel shall meet to discuss any required changes to the annual quantity and shipment schedules, up to and including termination of the Agreement in accordance with Section 12.2 of the Agreement. Any such changes shall be negotiated in good faith between the parties.
- 4. QUALITY**
- 4.1** Westwood acknowledges that it is aware that most of the inventoried Steelmaking Slag Fines at Granite City was produced prior to U. S. Steel's ownership of

Granite City and that the Steelmaking Slag Fines may contain blast furnace slag, open hearth slag, and/or other byproducts of the steelmaking process.

- 4.2 U. S. Steel shall make no warranty on the quality of the Steelmaking Slag Fines to be purchased. Westwood shall be provided the opportunity to inspect all Steelmaking Slag Fines prior to purchase and may reject any materials that may have a chemical analysis that does not fit the parameters needed to make a quality product from Westwood's slag processing plant. U.S. Steel will be free to market without limitations any material rejected by Westwood or any material with a chemical composition similar to the rejected material.
- 4.3 Prior to its purchase and in coordination with U. S. Steel, Westwood may obtain reasonably representative portions of the inventoried Steelmaking Slag Fines offered for sale hereunder for testing purposes.
- 4.4 In the event of a significant change in operating conditions at Granite City Works, Westwood and U. S. Steel shall meet to discuss any resulting changes to the quality of material, up to and including termination of the Agreement in accordance with Section 12.2 of the Agreement. Any such changes shall be negotiated in good faith between the parties. The current Granite City Works Steelmaking Slag Processing Flow Diagram is provided as Attachment II.

**5. PRICE**

5.1 [REDACTED]

5.2 [REDACTED]

**6. BILLING AND PAYMENT**

6.1 [REDACTED]

6.2 [REDACTED]

[REDACTED]

6.3

[REDACTED]

**7. TAXES**

7.1 All federal, provincial, state and municipal taxes, of any nature whatsoever, including fees, excise taxes, sales taxes, value added taxes or other government charges and any penalties, interest or other additions or charges thereon, now or hereafter imposed (hereinafter singularly referred to as "tax" and collectively referred to as "taxes") relating to the sale or delivery of the Steelmaking Slag Fines, but not including customs duties and fees and any taxes or any nature whatsoever relating to the business or occupation, franchise, income, capital gains or excess profits of U. S. Steel or taxes measured by the net income of U. S. Steel, shall be for the account of Westwood and to the extent that such tax or taxes are paid or payable by U. S. Steel, Westwood shall promptly reimburse U. S. Steel therefore.

**8. DELIVERIES AND RIGHT OF REJECTION**

8.1 Deliveries of Steelmaking Slag Fines hereunder shall be made by U. S. Steel at Granite City by loading trucks or railcars provided by and coordinated by Westwood at Westwood's expense according to a schedule of deliveries to be confirmed via purchase orders. U. S. Steel shall load the Steelmaking Slag Fines at its cost for Westwood provided that all loading can be conducted adjacent to inventory or production areas.

8.2 Where the performance of its obligations under this Agreement cause Westwood to enter any U. S. Steel site, U. S. Steel Standard Specification S-001 Contractor

Safety, shall govern and control all services performed by Westwood thereon including, without limitation; the operation, maintenance, servicing, or use of any machinery or equipment; or the delivery, handling, loading, processing and/or removal of any materials; and the rendering or performance of any type of service, or any other work, labor or services, regardless of type, nature or description.

**9. TITLE AND RISK**

- 9.1 U. S. Steel shall provide good and marketable title to the Steelmaking Slag Fines sold hereunder, free and clear of all liens, encumbrances, and claims whatsoever.
- 9.2 Title to and risk of loss of the Steelmaking Slag Fines shall pass to Westwood upon loading by U. S. Steel of the Steelmaking Slag Fines onto Westwood's truck or railcar at Granite City.
- 9.3 All Steelmaking Slag Fines purchased by Westwood is to be removed from Granite City and Westwood shall be responsible for all processing, selling, and/or the other disposal of all such Steelmaking Slag Fines purchased hereunder.
- 9.4 Westwood covenants and agrees to indemnify and save harmless U. S. Steel from all loss, actions, suits, proceedings, costs, charges, expenses, damages, and liabilities arising out of, connected with, caused by, or resulting from the sale of the Steelmaking Slag Fines including but not limited to any spillage, leakage, or any other escape of the Steelmaking Slag Fines, after the title thereto and risk of loss thereof have passed to Westwood, save and except to the extent that the Steelmaking Slag Fines contains a dangerous material or substance not normally expected to be contained in such Steelmaking Slag Fines. Westwood also agrees to indemnify U. S. Steel against any and all patent or technology infringement claims arising out of the processing of the Steelmaking Slag Fines by Westwood.

**10. ROYALTIES AND/OR RIGHT OF FIRST REFUSAL TO PURCHASE**

- 10.1 [REDACTED]
- 1) [REDACTED]

[REDACTED]

2) [REDACTED]

10.2 [REDACTED]

10.3 [REDACTED]

**11. FORCE MAJEURE**

**11.1** "Force Majeure" shall mean causes beyond the reasonable control of the party invoking same, including without limitation, acts of God and the public enemy; the elements; fire; accidents; vandalism; sabotage; inability to obtain or curtailment of supplies of any materials necessary for the manufacture of products sold hereunder; inability to obtain or curtailment of supplies of any other materials; any laws, orders, rules, regulations, acts, or restraints of any government or governmental body or authority; and labor strikes, shutdowns, and concerted work stoppages or slowdowns, or any other cause attributable to organized labor strife. "Force Majeure" shall not include lack of funds or any circumstances caused by the negligence of the party seeking to invoke Force Majeure.

**11.2** If Westwood or U. S. Steel is unable, wholly or in part, to perform or comply with any obligation or condition of this Agreement by reason of Force Majeure, then



the party invoking Force Majeure shall be relieved of liability to the extent of such inability and shall suffer no prejudice for failing to perform or comply, or for delaying such performance or compliance during the continuance and to the extent of the inability so caused from and after the happening of the event of Force Majeure, and any time expressly specified for such performance or compliance shall be extended by the period of such inability, provided that such party gives to the other party immediate written notice of such inability and full particulars of the cause thereof. The party invoking Force Majeure shall only be relieved from such performance or compliance from and after the giving of such notice. The party invoking Force Majeure shall use reasonable efforts to remedy the situation and remove, so far as possible and with reasonable dispatch, the cause of its inability to perform or comply. The party invoking Force Majeure shall give notice of the cessation thereof to the other party and is then liable for their obligation hereunder.

## **12. TERM**

**12.1** This Agreement shall have an initial term of seven (7) years, commencing August 27, 2007 and expiring August 26, 2014.

**12.2** In the event that either party is in breach of any term or condition of this Agreement and fails to remedy such breach within thirty (30) days of having been notified thereof by the other party, the other party may, at its option, immediately terminate this Agreement upon written notice.

## **13. GENERAL**

**13.1** This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Steelmaking Slag Fines and it supersedes all prior negotiations, discussions, understandings, and contractual provisions between the parties specifically relating thereto. There shall be no amendment or modification of this Agreement except by written instrument signed by both parties.

**13.2** It is understood and agreed that the failure of either party at any time to require strict performance of any of the terms, provisions and conditions hereof shall not in any way affect its right thereafter to enforce the same, nor shall a waiver by either party of any breach of any term, provision, or condition hereof, be taken or held to be a waiver of any succeeding breach of any such term, provision, or condition hereof or a waiver of the agreement, term, provision, or condition itself.

**13.3** If any term, clause, or provision of this Agreement shall be adjudged to be invalid by a court of competent jurisdiction, the validity of any other term, clause, or provision hereof shall not be affected thereby, and such invalid term, clause, or provision shall be severed and deleted from this Agreement, in which case the

parties shall use their best efforts to agree upon a substitute term, clause, or provision achieving to the utmost extent possible the purpose of the invalid term, clause, or provision.

**13.4** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, excluding Pennsylvania conflict of laws provisions. BUYER AGREES THAT ANY LEGAL ACTION OR PROCEEDING SEEKING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA IN ALLEGHENY COUNTY, PENNSYLVANIA OR THE FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA IN PITTSBURGH, PENNSYLVANIA. BY ACKNOWLEDGMENT OF THIS AGREEMENT, BUYER HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF ANY SUCH COURTS, AND WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE PLACING OF VENUE IN ANY SUCH COURTS AND RIGHT TO REMOVE ANY SUCH ACTION OR PROCEEDING TO ANOTHER COURT. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) SHALL NOT APPLY TO THIS AGREEMENT.

- 13.5** (i) Any notice required or permitted to be given under this Agreement shall be in writing and may be given by:
- (a) Delivery or facsimile transmission to the office of the other party located as set forth hereunder, or
  - (b) Prepaid certified or registered mail addressed as follows:
- If to Westwood:      Westwood Lands  
                                 110 Airport Drive  
                                 Negaunee, Michigan 49866  
                                 Attention: Pete O'Dovero  
                                 Facsimile: (906) 475-9551
- If to U. S. Steel:      U. S. Steel  
                                 600 Grant Street  
                                 Pittsburgh, Pennsylvania 15219  
                                 Attention: General Manager-Purchasing  
                                 Facsimile: (412) 433-2449
- (ii) Either party may change its address for notices, from time to time, by notice in writing sent in accordance with the provisions of this Section.
  - (iii) Any notice given in accordance with this section shall be deemed to have been received by the addressee on the business day next following the date

upon which it is delivered or sent by facsimile transmission, or in the case of mailing on the fifth business day following the date of mailing.

- 13.6** This Agreement is personal to Westwood and U. S. Steel and shall not be assigned by either of the parties hereto without the written consent of the other party first having been obtained, such consent not to be unreasonably withheld. Except as set forth above, this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 13.7** There are no third party beneficiaries of this Agreement, and no third party is intended by the parties hereto to benefit from this Agreement.

#### **14. TERMINATION**

- 14.1** U. S. Steel shall have the right to immediately cancel this Agreement upon the occurrence of any of the following events: (a) Westwood does not pay any amounts due U. S. Steel within sixty (60) days of their due date and (b) Westwood materially fails to perform any of its material obligations under this Agreement, except to the extent due to U. S. Steel's failure to perform its obligations under this Agreement. Westwood may immediately terminate this Agreement if U. S. Steel materially fails to perform any of its material obligations under this Agreement, except to the extent due to Westwood's failure to perform its obligations under this Agreement.

#### **15. WARRANTY**

- 15.1** U. S. Steel MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE REGARDING THE STEELMAKING SLAG FINES SOLD HEREUNDER. U. S. Steel shall not be liable to Westwood or any third party for any damage caused by or as a result of the Steelmaking Slag Fines sold hereunder or Westwood's use thereof. In Addition, Westwood agrees to indemnify U. S. Steel against any patent or technology infringement claims from third parties related to any use by Westwood of the Steelmaking Slag Fines sold hereunder.
- 15.2** WESTWOOD MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE REGARDING THE IRON BEARING MATERIALS SOLD TO U. S. STEEL HEREUNDER. Westwood shall not be liable to U. S. Steel or any third party for any damage caused by or as a result of the Iron Bearing Materials sold hereunder or U. S. Steel's use thereof. In

**15.3** U. S. Steel makes no warranties, express or implied, with respect to the continued operation of the Blast Furnaces, Steelmaking Shop, or any of its operations for any period of time. U. S. Steel plans and projections for future operation are forward-looking and by their nature are uncertain. Except as otherwise stated in this Agreement, by entering into this Agreement, Westwood hereby acknowledges that it (1) has not relied upon any statement, representation, forecast, or plan by U. S. Steel regarding the future operation of the Steelmaking Shop, and (2) expressly assumes the risk of a temporary or permanent shutdown of the Steelmaking Shop for any reason. For the avoidance of doubt, nothing in this Agreement shall be construed as requiring U. S. Steel to purchase any of the Westwood Facilities or to reimburse Westwood for its investment in such facilities, the cost of capital, or lost revenue, profits, or opportunities as a result of a shutdown of the Steelmaking Shop. U. S. Steel shall provide Westwood the same notice it provides all of its contractors regarding any planned shutdown of facilities.

**15.4** ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, ARE HEREBY SPECIFICALLY EXCLUDED AND DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, U. S. STEEL MAKES NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. U. S. STEEL SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUTATIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES CLAIMED ON ACCOUNT OF LOST OPPORTUNITY, LOST PROFITS, OR LOST PRODUCTION.

## **16. RESOLUTION OF DISPUTES**

**16.1** The parties wish to foster a mutually beneficial relationship under this Agreement and to encourage an informal mechanism for the resolution of disputes. Either party may at any time notify the other party of an intention to discuss or dispute any matter connected with this Agreement. Within fifteen (15) days of receiving such notifications, the parties shall each appoint a representative knowledgeable on the topic at issue and such representatives shall meet within the following fifteen (15) days in an attempt to settle the matter at issue. If the representatives of the parties are unable to resolve the matter at issue within fifteen (15) days of their first meeting, then the parties shall each appoint a senior officer knowledgeable on the topic at issue and such senior officers shall meet within fifteen (15) days in an attempt to resolve the matter at issue. If the senior officer of the parties are not able to resolve the matter at issue within a further ten (10) day period following their first meeting, or if either party fails to appoint a representative or senior officer, or if such representative or senior officers fail to

meet with each other in either case within the time period specified herein, either party may institute legal proceedings in accordance with Section 13.4.

## **17. CONFIDENTIALITY**

**17.1** Westwood and U. S. Steel acknowledge that, during the term of this Agreement, it may have access to and come into possession of certain trade secrets, know-how, and certain other confidential technical, financial, marketing, and sales information of the other (all such information being referred to collectively herein as "Confidential Information"). Each covenants and agrees that the Confidential Information may be used by it, its offices, and employees solely for the purpose of this Agreement, and that neither Westwood or U. S. Steel, nor its officers and employees shall otherwise use or disclose to any third parties any such Confidential Information at any time during the term hereof or for a period of seven (7) years thereafter. The parties covenant and agree that: (i) the Confidential Information shall be kept confidential by it and its officers and employees (it being understood that such officers and employees shall be informed of the confidential nature of such information and shall be required prior to disclosure to agree in writing to treat such information confidentially), and (ii) any disclosure of such Confidential Information may be made following receipt of the other's written consent to such disclosure. The Confidential Information shall not include information that Westwood or U. S. Steel can demonstrate falls within any of the following categories: (a) information that has come within the public domain through no fault or action of the receiving party (Westwood or U. S. Steel) of such information, or (b) information that was known to the receiving party (Westwood or U. S. Steel) on a non-confidential basis prior to its disclosure by the other.

## **18. AUDIT**

**18.1** Westwood shall maintain, in accurate and complete order, all books and records (whether in printed, electronic or other format) associated with purchasing Steelmaking Slag Fines under this Agreement. Such books and records shall also include (without limitation) all records relating to any entertainment, gifts, and business, financial, or other transactions between Westwood and any U. S. Steel employees. Such books and records, and all other books and records of Westwood relating to this Agreement, shall be open to inspection and audit by representatives of U. S. Steel during reasonable business hours during the term of the Agreement, and for a period of three (3) years thereafter.

**18.2** Westwood, through appropriate provision in its subcontracts and purchase orders, shall require its subcontractor(s) and/or supplier(s) to: (i) similarly maintain and preserve accurate and complete books and records (as described under Article 18.1) relating to each subcontract and/or purchase order awarded or issued by

Westwood in connection with this Agreement, and (ii) permit the inspection and/or audit thereof by U. S. Steel upon the conditions and time period as provided in Article 18.1.

- 18.3** Any failure by Westwood to cooperate fully in producing or making available all books and records covered by a U. S. Steel audit request hereunder, so as to permit a timely and complete inspection and audit thereof by U. S. Steel, shall constitute a material breach of this Agreement.

## **19. INDEPENDENT CONTRACTOR**

- 19.1** U. S. Steel and Westwood are independent contracting parties and nothing in this Agreement, including the purchase order or confirmations, shall make either party the agent, partner, joint venturer, or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other

## **20. ENVIRONMENTAL COMPLIANCE**

- 20.1** Westwood shall be responsible for the handling, transportation, and disposal of all waste materials arising and/or generated by or from Westwood, or its subcontractor's, in full compliance with the applicable environmental laws, ordinances, orders, rules, and regulations of Federal, state, and local environmental enforcement agencies having jurisdiction over the materials and/or activities involved. Westwood shall obtain, and require its subcontractors to obtain, all permits, licenses, certificates, or approvals required to comply with applicable environmental laws, ordinances, orders, rules, and regulations of Federal, state, and local environmental enforcement agencies in connection with the handling, transportation, and/or disposal of such waste materials. Westwood shall be responsible for and shall indemnify and save U. S. Steel harmless from and against all damages and liability which may arise under any environmental law, ordinance, order, rule, or regulation arising out of or caused by any action of Westwood, or its subcontractors, including, but not limited to, the failure of Westwood, or its subcontractors, to secure any such licenses and permits, etc. or to comply fully with any and all applicable environmental laws, ordinances, orders, rules, and regulations as hereinabove provided.
- 20.2** Westwood shall be solely responsible for the proper handling of all Steelmaking Slag Fines removed from Granite City by Westwood or its subcontractors in the performance of the work covered hereunder. Westwood shall handle such materials in full compliance with U. S. Steel's established safety requirements and all governing laws, rules, and regulations as applicable. Westwood shall not store, or permit to be stored, any materials, or equipment on Granite City premises unless expressly authorized by U. S. Steel.

- 20.3** In the event that Westwood in the performance of the work on Granite City property encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other listed hazardous waste; Westwood shall immediately report such condition to U. S. Steel in writing. Westwood shall continue with performance of the work (as so involved) except as to any affected portion thereof, if any, which U. S. Steel directs in writing to be suspended pending a review of the reported condition involved. U. S. S shall have the right to have any required clean-up (or remediation) of any such reported condition performed by Westwood or, at U. S. Steel's sole option, by U. S. Steel's own forces or by such other parties as U. S. Steel select; all at U. S. Steel's cost and expense.
- 20.4** For dust control, Westwood shall maintain tarps over the beds of all loaded trucks hauling Steelmaking Slag Fines from U. S. Steel property. The tarps shall be maintained starting immediately after loading through delivery of the material. Covering of loaded railcars shall not be required.

**21. RESPONSIBILITY FOR SAFETY OF PERSONS AND PROPERTY**

- 21.1** The safety of the persons employed by Westwood and its subcontractors on U. S. Steel's premises, and/or any other person who enters upon U. S. Steel's premises for reasons relating to the activities performed during the term of and governed by this Agreement shall be the sole responsibility of Westwood. Westwood shall at all times maintain good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.
- 21.2** With respect to all activities performed under and governed by this Agreement, Westwood shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon U. S. Steel's premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workmen and others against any conditions on U. S. Steel's premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity of any moving or operating machinery, equipment, or facilities, whether such machinery, equipment, or facilities are the property of or are being operated by Westwood, its subcontractors, agents, servants, or employees or by U. S. Steel or other persons.
- 21.3** Westwood shall confine all equipment and Westwood's employees and all other persons who come onto U. S. Steel's premises at Westwood's request or for reasons relating to the performance of activities governed by this Agreement to that portion of U. S. Steel's premises where the activity is to be performed or to roads leading to and from such work sites, and to any other area which U. S. Steel may permit Westwood to use. Westwood agrees to cause such work sites and assigned storage areas on U. S. Steel's premises to be kept in a neat and orderly

manner consistent with U. S. Steel's established housekeeping guidelines, and in full compliance with all laws, rules, or regulations as may be applicable thereto.

- 21.4 Westwood, in connection with performance of the activities governed by this Agreement, agrees to be bound by and comply (and require its subcontractors to comply) fully with all Westwood safety requirements as are effective and made applicable by U. S. Steel, during the term of this Agreement, to Westwood's performance of activities on U. S. Steel's premises (hereinafter called "Safety Requirements"). **WESTWOOD UNDERSTANDS THAT ANY SAID SAFETY REQUIREMENTS AS MAY BE PROVIDED BY U. S. STEEL TO WESTWOOD ARE PROVIDED FOR INFORMATION PURPOSES ONLY AND ARE NOT INTENDED TO (AND DO NOT) PROVIDE LEGAL OR OTHER PROFESSIONAL ADVICE AND U. S. STEEL MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION CONTAINED THEREIN SATISFIES REQUIREMENTS OF FEDERAL, STATE, OR LOCAL LAWS. WESTWOOD AGREES THAT IT SHALL CONSULT WITH AND RELY SOLELY UPON ITS OWN LEGAL COUNSEL OR OTHER QUALIFIED PERSONS WITH RESPECT TO SATISFYING REQUIREMENTS OF ANY SUCH LAWS AS ARE APPLICABLE TO THE WORK. WESTWOOD ACKNOWLEDGES AND AGREES THAT: (I) IT IS NOT RELYING ON ANY CLAIM OR REPRESENTATION OF U. S. STEEL RELATIVE TO ANY SAID SAFETY REQUIREMENTS, (II) U. S. STEEL EXPRESSLY DISCLAIMS ANY CLAIM OR REPRESENTATION THAT THE INFORMATION CONTAINED IN ANY SAID SAFETY REQUIREMENTS WILL PRODUCE ANY PARTICULAR RESULTS, AND (III) U. S. STEEL SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE DESIGN, IMPLEMENTATION, AND/OR ENFORCEMENT OF ANY SAID SAFETY REQUIREMENTS.**
- 21.5 Westwood, for itself, its successors, and assigns, agrees to defend, indemnify, and hold harmless U. S. Steel and its directors, agents, servants, and employees from and against any and all claims, demands, damages, actions, or causes of action at law or in equity, together with any and all losses, costs, or expenses and attorney's fees, in connection therewith or related thereto, asserted by any person or persons, including Westwood and/or employees of Westwood, for disease, bodily injuries, death or property damage arising or in any manner growing out of the activities or any additions or changes thereto governed by this Agreement to the extent such claims allege errors or omissions in the design, implementation, or enforcement of Safety Requirements.

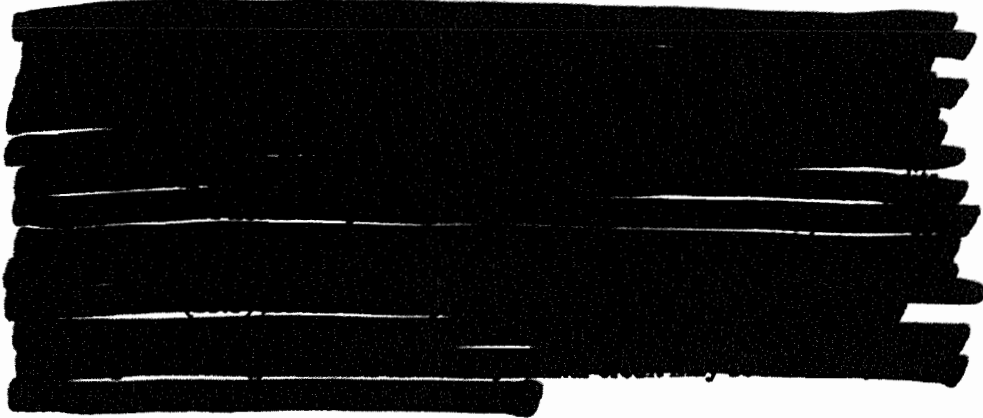


**22. INSURANCE**

**22.1** Westwood shall procure and maintain, at its own expense, and shall require its Subcontractors, if any, to procure and maintain for the duration of this Agreement, insurance coverage meeting or exceeding the requirements set forth in Attachment "I", hercof, and insuring: (1) Westwood's indemnity obligations under this Agreement; (2) Westwood's, U. S. Steel's, and/or U. S. Steel's agents', servants' and employees' liability to pay for any and all personal injury, bodily injury, disease, or death received or sustained by any person or persons, including employees of Westwood, in any manner caused by, arising from, incident to, connected with, or growing out of the activities governed by this Agreement, the use of machinery, equipment or vehicles on U. S. Steel's premises, and/or the condition of U. S. Steel's land, buildings, facilities, machinery, equipment, or vehicles; and (3) Westwood's, U. S. Steel's, and/or U. S. Steel's agents', servants', and employees' liability to pay for any and all loss or damage to the property of any and all persons in any manner caused by, arising from, incident to, connected with, or growing out of the activities governed by this Agreement, the use of machinery, equipment, or vehicles on U. S. Steel's premises, and/or activities upon, or the condition of, U. S. Steel's land, buildings, facilities, machinery, equipment, or vehicles.

**23. Greenhouse Gas Credits.**

**23.1**



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the day and year first set forth above.

RECEIVED  
NOV 01 2007

Westwood Lands, Inc.

BY: \_\_\_\_\_

Peter E O'Donero 9-10-07  
Name: Peter E O'Donero

Title: PARTNER / OWNER

United States Steel Corporation

Leslie J. Broghe  
Name: J. J.  
Title: General Manager

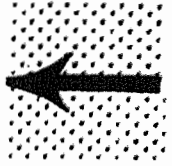
1-17

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the day and year first set forth above.

**Westwood Lands, Inc.**

\_\_\_\_\_  
*Peter E O'Donoghue* 9-10-07  
Name: *Peter E O'Donoghue*

Title: *PARTNER / owner*



**United States Steel Corporation**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

2-17  
(25)

**ATTACHMENT "I"**  
**INSURANCE REQUIREMENTS**

Westwood shall procure and maintain, at its own expense, and shall require its Subcontractor(s), if any, to procure and maintain for the duration hereunder the insurance coverage meeting or exceeding the requirements set forth below:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the following:

A. Commercial General Liability Insurance: Shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If a 1973 edition ISO form must be used by the insurer, the broad form comprehensive general liability (BFCGL) endorsement shall be included. Additionally, the policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy of insurance shall contain or be endorsed to include the following:

- (i) Premises/Operations;
- (ii) Products/Completed Operations;
- (iii) Contractual;
- (iv) Independent Contractors;
- (v) Broad Form Property Damage;
- (vi) Personal and Advertising Injury;
- (vii) Separation of Insureds (Severability of Interest);
- (viii) The policy shall be endorsed using ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) so as to include United States Steel Corporation (hereinafter "U. S. Steel") and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a primary and non-contributory basis. The coverage shall contain no special limitations on the scope of protection afforded to said Additional Insured.
- (ix) Waiver of subrogation shall be provided to the benefit of all Additional Insureds, as aforesaid.
- (x) No XCU (explosion, collapse, underground) exclusion.
- (xi) For any claims related herein, the Westwood's and its Subcontractor's insurance shall be primary and non-contributory

respecting the aforesaid Additional Insureds. Any insurance or self-insurance maintained by U. S. Steel shall be in excess of the Westwood's and its Subcontractor's insurance and shall not contribute with it.

- (xii) The policy shall not contain any provision, definition, or endorsement which would serve to eliminate third-party action over claims.
- (xiii) The policy shall not be endorsed to include ISO endorsement form CG 24 26 or any similar provision.
- (xiv) Self-funded or other non-risk transfer insurance mechanisms are not normally acceptable to U. S. Steel. If the Westwood and/or Subcontractor has such a program, full disclosure must be made to U. S. Steel prior to any consideration being given.

**SPECIAL NOTE:** If watercrafts are used in connection with operations, evidence of watercraft liability coverage is required, subject to U. S. Steel's approval.

**B. Automobile Liability Insurance:** As specified by ISO form number CA0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include U. S. Steel and its affiliates, including all units, divisions and subsidiaries as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid.

**C. Workers' Compensation Insurance:** As required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of U. S. Steel and its affiliates, including all units, divisions, and subsidiaries.

**D. Employer's Liability and/or Stop Gap Liability Coverage:**  
Coverages per accident, disease-policy limit, and disease each employee.

**Note:** Relating to Items C. and D. Above – Operations on or near water require the following: Statutory Workers' Compensation/USL&H coverage, Employer's Liability including Maritime Employer's Liability coverage.

**E. Errors and Omissions Professional Liability Insurance (If made applicable by U. S. Steel):** Coverage should be for a professional error, act, or omission arising out of the Westwood's performance of work hereunder. The policy form may not exclude coverage for bodily injury, property damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of subrogation to the benefit of U. S. Steel and its affiliates, including all units, divisions, and subsidiaries. If coverage is on a claims-made form, Westwood shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

**F. Environmental Impairment Insurance (If made applicable by U. S. Steel):** Covering damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena. Such insurance shall contain or be endorsed to include:

- (i) Property damage, including loss of use, injury to or destruction of property;
- (ii) Cleanup costs which shall include operations designed to analyze, monitor, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- (iii) Personal injury, which shall include bodily injury, sickness, disease, mental anguish, shock, or disability sustained by any person, including death resulting there from.
- (iv) U. S. Steel and its affiliates, including all units, divisions and subsidiaries as Additional Insureds, on a primary and non-contributory basis.
- (v) Waiver of Subrogation in favor of U. S. Steel and its affiliates, including all units, divisions, and subsidiaries.

If the Environmental Impairment Insurance is on a claims-made form, Westwood shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

2. **Minimum Limits of Insurance** – Westwood and its Subcontractor(s) shall maintain limits *no less than*:

A. **Commercial General Liability:** Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$5,000,000 each occurrence for personal injury and property damage; \$5,000,000 each occurrence and aggregate for products and completed operations; \$5,000,000 general aggregate. The limits and coverage requirements may be revised at the option of U. S. Steel.

B. **Automobile Liability Insurance:** Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 per accident for bodily injury and property damage, \$5,000,000 if hazardous materials or substances are to be transported.

C. **Workers' Compensation:** As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.

D. **Employer's Liability and/or Stop Gap Liability Coverage and/or Employer's Liability Including Maritime Employer's Liability:** \$1,000,000 per accident,

\$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)

E. Errors and Omissions Professional Liability Insurance; (If applicable) \$2,000,000 per loss; \$4,000,000 annual aggregate limit.

F. Environmental Impairment Insurance; (If applicable) \$5,000,000 combined single limit per loss. The limits and coverage requirements may be revised at the option of U. S. Steel.

3. Deductibles and Self-Insured Retentions – All insurance coverage carried by Westwood and its Subcontractor(s) shall extend to and protect U. S. Steel, its subsidiaries and/or affiliates to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Westwood and its Subcontractor(s).

4. Rating of Insurer – The Westwood and its Subcontractor(s) will only use insurance companies acceptable to U. S. Steel and authorized to do business in the state or area in which the work hereunder is to be performed. Insurers must have a minimum rating of A-, Class VII, as evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the Westwood must receive specific written approval from U. S. Steel prior to proceeding.

5. Other Insurance Provisions

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, or certificate holder deleted as additional insured except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to U. S. Steel.

B. These insurance provisions are intended to be a separate and distinct obligation on the part of the Westwood. Therefore, these provisions shall be enforceable and Westwood and its Subcontractor(s) shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

C. The above-described insurance coverage to be provided by Westwood and its Subcontractor(s) hereunder will extend coverage to all work or services performed hereunder.

D. The obligation of the Westwood and its Subcontractor(s) to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Westwood and its Subcontractor(s) hereunder.

E. In the event Westwood and its Subcontractor(s), or its insurance carrier defaults on any obligations hereunder, Westwood and its Subcontractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by U. S. Steel to enforce the provisions hereunder.





6. Evidence of Coverage

A. Westwood shall furnish to U. S. Steel copies of the endorsements affecting the coverage required by this specification. Additionally, *prior to the commencement of any work or services on U. S. Steel's Premises*, Westwood shall furnish to U. S. Steel Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability there under, and must further provide that U. S. Steel will be given thirty (30) days advance written notice of any cancellation or reduction in coverage or in limits, or deletion of the certificate holder herein as an Additional Insured under the policies. Westwood shall also carry such additional insurance as U. S. Steel may specify in connection with the Westwood's performance of its obligations under this agreement.

B. All Certificates of Insurance shall be in form and content acceptable to U. S. Steel and shall be submitted to U. S. Steel in a timely manner so as to confirm Westwood's full compliance with the insurance requirements stated hereunder.

C. Any failure on the part of U. S. Steel to pursue or obtain the Certificates of Insurance required hereunder from Westwood and/or the failure of U. S. Steel to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Westwood of any of its obligations or liabilities hereunder. Moreover, acceptance by U. S. Steel of insurance submitted by the Westwood does not relieve or decrease in any manner the liability of the Westwood for performance hereunder. The Westwood is responsible for any losses, claims, and/or costs of any kind which their insurance does not cover.

D. In addition to its other remedies, U. S. Steel may, at its sole option and without liability to Westwood, suspend the work and/or exclude Westwood from U. S. Steel's premises until Westwood furnishes satisfactory evidence of its full compliance with the provisions hereunder.

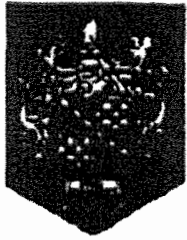
7. Subcontractors – *Prior to the commencement of any work or services on U. S. Steel's Premises*, Westwood shall be responsible to obtain separate Certificates of Insurance from each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.



Exhibit "A"

Granite City Works - Engineering Volume Areas





redacted  
Version

TRADE  
SECRET

# STEIN, INC.

RECEIVED

BY:.....

June 30, 2008

Pete O'Dovero  
O'Dovero Properties  
110 Airport Road  
Negaunee, Michigan 49866

Subject: C-Fines Quote

Dear Pete,

Stein is pleased to quote you delivery of 'C' fines from our Alton Ill. operation to your Granite City facility.

The delivered price to your facility is [REDACTED]

This quote is good until 7/31/08

Fuel surcharge may apply

Payment terms are net 30 days from Stein's invoice date

Sincerely,

*Steve Reese*  
Steve Reese

Manager Technical Services Materials

Trade  
Secret



HP10036322192\$

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PSCRIPT Page Separator