

## MEMORANDUM OF UNDERSTANDING

EFFECTIVE: JULY 1, 2021

Cleveland-Cliffs (the "Company") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (the "Union") on behalf of the represented Employees of the Company at the Facilities (defined below) have entered into this Memorandum of Understanding.

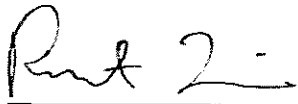
In an effort to continue to protect the Company's employees from the Coronavirus (COVID-19) pandemic and limit its impact on their families and Company facilities, the Company and the Union have agreed in good faith to the following one-time vaccination incentive program (the "Program").

1. The Program will run from July 1, 2021 through August 21, 2021.
2. The Program shall apply to the facilities listed below (collectively, the "Facilities):
  - All facilities listed under Article One, Section A of the 2018 Basic Labor Agreement;
  - facilities with employees represented by USW Locals 1010-06, 1010-27, and 5000;
  - Columbus Coatings;
  - Obetz;
  - Monessen Coke;
  - Cleveland-Cliffs Tek and Kote;
  - Mansfield Works;
  - Ashland Works;
  - Mountain State Carbon;
  - Cleveland-Cliffs Tubular Components (Walbridge);
  - IronUnits;
  - Tilden Mining Company;
  - Hibbing Taconite Company; and
  - United Taconite.
3. The Company will make one incentive payment to all vaccinated employees following the end of the Program. The amount of the payment will vary depending on the overall vaccination rate for the site ("Facility Vaccination Rate") at the end of the Program as follows:

Threshold Percentage	Incentive Payment
Less than 75% Vaccination Rate	\$200
75%-84% Facility Vaccination Rate	\$1,500
85% Facility Vaccination Rate	\$3,000

4. The Facility Vaccination Rate will be determined by taking the total number of vaccinated active employees at each facility divided by the total number of active employees at that facility. All active employees at a site, both hourly and salary, will be included in determining each site's Facility Vaccination Rate.
5. Each full-time, active employee will become eligible to receive a vaccination incentive payment provided the employee is fully vaccinated (i.e., completed a vaccine regimen) and has submitted documented proof of vaccination to the Company on or before August 21, 2021.
6. Employees on a leave of absence on the date the payment is made and otherwise meeting the criteria above will not receive payment until such time as they return to active service.
7. Probationary employees employed on the date the payment is made and otherwise meeting the criteria above will not receive payment until such time as they successfully complete their probationary period.
8. Payments made under this Program shall not be used in calculation of any other pay, allowance or benefit but shall be subject to all required tax withholdings.

9. Payments will be made within 30 days of August 21, 2021 to those eligible employees actively employed by the Company at that time.
10. This is a one-time, non-precedent setting agreement. Once an employee receives a vaccination incentive payment the employee is no longer eligible for any additional payments under the Program.
11. All applicable federal and state laws will be followed and may impact portions of this Program.

  
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For the Company                      6/30/2021  
Date

  
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For the Union                      7/1/21  
Date