

TOLLING AGREEMENT No. VII

This Tolling Agreement (“Agreement”) is made and entered into as of April 11, 2025, by and between Tecumseh Redevelopment Inc. (“Tecumseh”), Cleveland-Cliffs Steel LLC (“Cliffs,” formerly known as ArcelorMittal USA LLC), and the New York State Department of Environmental Conservation (“NYSDEC” or “the Department”).

On September 24, 2020, NYSDEC, Tecumseh and ArcelorMittal USA LLC (now known as Cleveland-Cliffs Steel LLC) signed an Order on Consent and Administrative Settlement (“the Order”). The Order lays out, among other things, the environmental remediation obligations of Tecumseh and Cliffs (collectively “Respondents”) for the cleanup of an approximately 489-acre portion of the former Bethlehem Steel Site on the west side of Route 5 in Lackawanna, New York (“the Site”). The terms of the Order “control all Corrective Measures/Remedial Actions, Closure and Post-Closure Care activities undertaken at the Site Under ECL Article 27 Title 9 and/or Title 13,” and “all Corrective Measures/Remedial Actions, Closure and Post-Closure Care activities undertaken off-Site Under ECL Article 27 Title 9 and/or Title 13 to the fullest extent of Respondents’ legal liability for off-Site remediation.” The Order also provided that, “[n]othing in this Order shall abridge any rights of Respondents, as provided by law, to judicially challenge a Department issued SOB/ROD.”

On November 24, 2021, NYSDEC issued three final Statements of Basis (“SBs” or “SOBs”) for the Site and for off-Site areas that the Department asserts have been impacted by wastes from the Site. The SBs set out, typically in general terms, the Corrective Measure/Remedial Action work that the Department expects Respondents to

complete pursuant to the Order and pursuant to detailed work plans that will be developed by Respondents for approval by the Department.

To provide additional time for Respondents and NYSDEC to discuss the off-Site remedial requirements, Tecumseh, Cliffs and NYSDEC (the “Parties”) entered into a tolling agreement on March 22, 2022, (the “Original Tolling Agreement”), which tolled any applicable statutes of limitations starting February 22, 2022, and expired on July 24, 2022. The Parties extended the Original Tolling Agreement with Tolling Agreement No. II (“Agreement No. II”), that expired on December 31, 2022, with Tolling Agreement No. III (“Agreement No. III”), that expired on June 30, 2023, with Tolling Agreement No. IV (“Agreement No. IV”), that expired on December 31, 2023, with Tolling Agreement No. V (“Agreement No. V”), that expired on June 30, 2024, and with Tolling Agreement No. VI (“Agreement No. VI”), that will expire on December 31, 2024.

The Parties wish to extend Agreement No. VI with this Tolling Agreement No. VII (“Agreement No. VII”). The NYSDEC acknowledges and agrees that this Agreement No. VII will become effective contemporaneous with the expiration of the Tolling Agreement No. VI, such that there will be no lapse in time between the two occurrences.

- (1) This Agreement No. VII shall be in effect from December 31, 2024 to June 30, 2025, unless extended by the Department to allow more time for discussion.
- (2) The period between December 31, 2024, and the termination of this Agreement and any amendments hereto (the “Tolling Period”) shall not be included in calculating any applicable deadline contained in the SBs or the

Order for the off-Site areas, and/or in calculating any applicable statute of limitations with respect to the SBs for off-Site areas, nor shall the Tolling Period be included in the determination of any issues related to laches or any similar defense related to the passage of time.

- (3) This Agreement expressly includes but is not limited to: (i) rights or claims Tecumseh may have regarding remediation of off-Site areas and assertions of legal responsibility for same; (ii) any administrative review process; and (iii) any judicial review (including but not limited to an Article 78 proceeding).
- (4) Nothing in this Agreement shall affect any defense available to any party as of the date of this Agreement, and this Agreement shall not be deemed to revive any claim that is or was already time-barred on that date.

Nothing in this Agreement, or in the circumstances which gave rise to this Agreement, shall be construed as an acknowledgment by any party that any claim has or has not been barred, or is about to be barred, by the statute of limitations, laches, or other objection or defense based on the lapse of time. The parties agree that nothing in this Agreement is intended to concede, or concedes, on the part of NYSDEC that Tecumseh has rights and/or claims with respect to the SBs for off-Site Areas and any related Order, and any administrative or judicial review. Except as otherwise stated herein, NYSDEC and Tecumseh expressly reserve all their respective rights at law or in equity with respect to the subject matter of this Agreement.

- (5) This Agreement shall not operate as an admission of liability by any party. Neither this Agreement nor any action taken pursuant to this Agreement shall be offered or received in evidence in any action or proceeding as an admission of liability or wrongdoing by any party.
- (6) This Agreement No. VII, along with the Original Tolling Agreement and Agreement Nos. II, III, IV, V, and VI comprise the entire agreement of the parties with respect to the tolling of any statute of limitations, the doctrine of laches or any other objection or defense based on the passage of time; and this Agreement may be modified, amended, or supplemented only by a written instrument signed by all the parties.
- (7) Tecumseh and Cliffs agree to add to their Monthly Global Order Progress Report a section that outlines their efforts to work with other involved parties with respect to offsite cleanup issues, and agree to provide copies of any relevant funding applications, material non-privileged documentation (e.g., documentation related to Tecumseh's and the United States Environmental Protection Agency's Great Lakes Legacy Act project involving Smokes Creek and the Gateway Metroport Ship Canal) and material non-privileged correspondence regarding offsite cleanup issues, and other relevant and non-privileged information that is requested by the Department and that is reasonably related to funding applications and/or offsite cleanup issues.
- (8) Each undersigned party represents, warrants, and states that all legal action necessary for the effectuation and execution of this Agreement has

been validly taken and that the individuals whose signatures appear below on behalf of each party are duly authorized to execute this Agreement on behalf of their respective parties.

- (9) This Agreement shall be interpreted in accordance with applicable federal or New York State law.

-Signature Pages Follow-

Tecumseh Redevelopment Inc.

By: 
Name: Traci Forrester

Title: President

Cleveland-Cliffs Steel LLC

By: 
Name: Traci Forrester

Title: Executive Vice President
Environmental & Sustainability

New York State Department of Environmental Conservation

By: Andrew Guglielmi
Name: Andrew Guglielmi

Title: Director, Division of Environmental Remediation