

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary _____

Lead Agency Authorized to Act on Behalf of the Beneficiary _____
(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	
Beneficiary's Project ID:	
Funding Request No.	(sequential)
Request Type: (select one or more)	<input type="checkbox"/> Reimbursement <input type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
Payment to be made to: (select one or more)	<input type="checkbox"/> Beneficiary <input type="checkbox"/> Other (specify): _____
Funding Request & Direction (Attachment A)	<input type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action <input type="checkbox"/> Appendix D-2 item (specify): _____ Action Type <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):
Estimate of Anticipated NOx Reductions (5.2.3):
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):
Describe how the Beneficiary will make documentation publicly available (5.2.7.2).
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).

ATTACHMENTS
(CHECK BOX IF ATTACHED)

- ☐ Attachment A Funding Request and Direction.
- ☐ Attachment B Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
- ☐ Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
- ☐ Attachment D Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
- ☐ Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]
- ☐ Attachment F Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary _____, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 4/4/24

Brian Lockness, Commissioner

[NAME]

[TITLE]

Indiana Department of Environmental Management

[LEAD AGENCY]

for

State of Indiana

[BENEFICIARY]

Appendix D-4 Summary Details

Eligible Mitigation Action Type:

Category 10: DERA Option

Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):

Indiana will generally fund all eligible mitigation action (EMA) types included in Appendix D-2 of the national consent decree. The Mission Statement and Overall Goals are described below:

In promoting the reduction of emissions of NO_x, the Indiana Volkswagen Environmental Mitigation Trust Fund Program will prioritize sustainable projects that are transformative, positively impacting the environment, enhancing the health and well-being of residents, and promoting Indiana's growing economy.

The Program will focus on technological change and advancement with resiliency and favoring use of domestic fuel, where possible.

The goals of the Indiana Volkswagen Mitigation Trust Program include:

- Improving air quality across Indiana through cost-effective NO_x emission reduction strategies
- Maximizing diesel emission reductions across Indiana, while considering various categories of sensitive populations as areas of specific focus
- Providing appropriate considerations to projects that have diesel emission reductions that go beyond just NO_x, including PM_{2.5}, hydrocarbons (HC), carbon monoxide (CO), and carbon dioxide (CO₂)
- Encouraging leveraging of project partner funds with VW Trust funds to further the reach of the Indiana program

Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):

This project is for the purchase, installation, operation and maintenance of one (1) 2019 model-year, or newer, U.S. EPA emission compliant all-electric-powered railcar mover to REPLACE one (1) of the Grantee's model year pre-2009 existing diesel-powered switcher locomotives that will be used for the same purpose. The replacement vehicle(s) will be located and operated in and around Burns Harbor, Indiana.

All-electric -powered railcar movers dramatically improve air quality and the quality of life conditions for drivers, technicians, and citizens in the areas of operation due to notably lower tailpipe emissions in addition to less noisy engine operations.

The lifetime estimated emission reductions of pollutants according to U.S. EPA's Diesel Emission Quantifier (DEQ) include 2.856 tons of nitrogen oxides (NO_x) and 0.061 tons of fine particulate matter (PM_{2.5}).

Estimate of Anticipated NOx Reductions (5.2.3):

Over the lifetime of this equipment, U.S. EPA's DEQ model estimates this project will result in a NOx reduction of 2.856 tons.

Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):

Indiana Department of Environmental Management

Describe how the Beneficiary will make documentation publicly available (5.2.7.2):

In October of 2017, IDEM published a website with specific information on the national mitigation trust as well as the Indiana program. The website included an opportunity to sign up for automated updates to make sure interested parties were always kept apprised of any changes made to the program website. This web portal will be the location for all information related to the Indiana Volkswagen Mitigation Trust Program.

Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8):

Indiana will use Volkswagen Mitigation Trust funds to reimburse non-government-owned fleet and equipment owners at the levels specified in Appendix D-2 of the national mitigation trust. IDEM will also use Volkswagen Mitigation Trust funds to reimburse government-owned fleets and equipment at the same level as non-government owned fleet and equipment owners, as opposed to the full cost reimbursement permitted by Appendix D-2.

Specifically, for this project, the Indiana Volkswagen Mitigation Trust Program will cover up to 45% of the total project cost while the Grantee and/or other programs covers the remaining 65%.

Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

The Indiana Department of Environmental Management notified representatives as identified in Appendix D-2 of the national consent decree via email in March of 2018.

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10):

Not applicable to this specific project.

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Attachment B Details

Project Schedule and Milestones:

Indiana announces Round 1 – DieselWise Indiana with VW DERA Option funding opportunity via online Request for Proposals (RFP)	November 1, 2019
Deadline for Round 1 – DieselWise Indiana with VW DERA Option program applications	December 20, 2019
Indiana notifies applicants of award decisions	February 17, 2020
Funding Agreement between Indiana and Grantee is fully executed	November 30, 2020
Grantee project implementation	November 30, 2020 to December 31, 2023
Indiana reviews programmatic, financial, and other materials for compliance with Appendix D-2 of the national consent decree	Ongoing
Indiana submits Appendix D-4 to Trustee to initiate payment to Grantee in accordance with Payee Contact and Wire Information form along with other supporting documentation	April 6, 2024
Indiana coordinates with Trustee on any questions or issues that arise related to the submitted Appendix D-4	April 6, 2024 to D-4 approval
Trustee responds to Indiana Appendix D-4	Within 60 days of submittal
Trustee disburses payment to Grantee	Within 15 days of Appendix D-4 approval

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Project Budget:

Project Description	Indiana VW Mitigation Trust Grant Not to Exceed Total	Grantee Cost Share Not Less than Total	Project Total
The purchase, installation, operation and maintenance of one (1) 2019 model-year, or newer, U.S. EPA emission compliant electric-powered rail car mover/shuttlewagon that will REPLACE one (1) of the Grantee's existing pre-Tier 4 emission standard diesel-powered switcher locomotives that will be used for the same purpose. The replacement vehicle will be located and primarily operated in Burns Harbor, Indiana.	\$363,375.00	\$444,125.00	\$807,500.00
Percentage	45%	65%	100%

State of Indiana Total Trust Allocation:

1) State of Indiana's Total Trust Allocation	\$40,935,880.59
2) Obligated Awards from Previous D-4 Submittals	\$22,510,542.75
3) State of Indiana's Net Remaining Allocation Prior to this D-4 Submittal	\$18,425,337.84
4) Current D-4 Funding Request Total	\$363,375.00
5) State of Indiana's Remaining Allocation After this D-4 Submittal	\$18,061,962.84

Projected Allocation Totals per Project Type:

	Total per Category	Annually Based on Expected Project Reimbursements
Total Trust	\$40,935,880.59	NA
To EV (15%) over 3 years (2021 to 2023)	\$6,140,382.09	\$2,046,794.03

To Admin (3%) over 4 years (2020 to 2023)	\$1,228,076.42	\$307,019.11
To EMAs (82%) over 3 years (2020 to 2022)	\$33,567,422.08	\$11,189,140.69

Projected Trust Allocations:

	2020	2021	2022	2023	2024
1) Anticipated Annual Project Funding Request to be paid through the Trust	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$15,000,000.00
2) Anticipated Annual Cost Share (Administrative Costs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3) Anticipated Total Project Funding by Year (Line 1 + Line 2)	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$15,000,000.00
4) Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$3,895,454.40	\$4,710,898.20	\$5,165,086.48	\$7,494,846.85	\$934,444.30
5) Current Beneficiary Project Funding to be paid through the Trust (Line 1)	\$101,199.00	\$130,705.00	\$9,000.00	\$68,908.52	\$363,375.00
6) Total Funding Allocated to Beneficiary, inclusive of Current Action by Year (Line 4 + Line 5)	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$1,297,819.30
7) Beneficiary Share of Estimated Funds Remaining in Trust at Beginning of Year	\$40,935,880.59	\$36,939,227.19	\$32,097,623.99	\$26,923,537.51	\$19,359,782.14
8) Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (Line 7 – Line 6)	\$36,939,227.19	\$32,097,623.99	\$26,923,537.51	\$19,359,782.14	\$18,061,962.84

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Attachment C Details

Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11):

The Indiana Department of Environmental Management (IDEM) is committed to meet the reporting requirements as detailed in Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries. Specifically, this subparagraph states:

“For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust’s public-facing website upon receipt.”

IDEM will meet these obligations in coordination with our project partners. Project partners are obligated to provide IDEM the necessary information for reports to the Trustee through the Funding Agreements between IDEM and each project partner. This language states:

“4. Implementation and Reporting Requirements

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and the plans and specifications contained in its Funding Application. Modification of the Project shall require prior written approval from IDEM. If IDEM determines that the Grantee is not making adequate progress in implementation of the approved Project in accordance with **Attachment A**, IDEM may rescind the award.

B. The Grantee shall submit to IDEM written progress reports until the completion of the Project. These reports shall be submitted in accordance with the reporting schedule contained in **Attachment C** and shall contain such detail of progress or performance on the Project as is required under the terms of the Volkswagen Diesel Emissions Environmental Mitigation Trust. If additional documentation is required for IDEM to meet reporting obligations under the

Volkswagen Diesel Emissions Environmental Mitigation Trust, IDEM may request such documentation as necessary at any time during the term of this Agreement.”

Attachment D Details

Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6):

Detailed in the following pages:

Issue Date: 02-16-2024



Invoice: 022024

Cleveland-Cliffs Steel LLC
250 W US Highway 12
Burns Harbor, IN. 46304

BILL TO:

Indiana Department of Environmental Management
Office of Air Quality - Mail Code 61-50
100 North Senate Avenue
Indianapolis, IN. 46204-2251
ATTN: Shawn M. Seals

DESCRIPTION	AMOUNT(\$)
Funding Agreement: DOR1-003	
Total Cost of Project	\$807,500.00
CC's Contribution	\$444,125.00
Reimbursement Requested	\$363,375.00
Invoice Total:	\$363,375.00



Please Remit To:
Shuttlewagon Inc.
245 W. Forest Hill Ave.
Oak Creek, WI 53154

NordcoAR@Wabtec.com

Invoice
077045

Customer ID 9434
Telephone 219-399-3447
Fax 219-399-2706
E-Mail USAInvoices-Incoming@ClevelandCliffs.com

Address **Cleveland-Cliffs-Burns Harbor, IN
Accounts Payable
PO Box 2928
Chesterton, IN 46304
US**

Shipping Address **Cleveland Cliffs Burns Harbor LLC

250 US-12
Burns Harbor, IN 46304
US**

Shipping
Instructions

Sales order	Order date	Ship date	Invoice date	Invoice Terms	Salesperson	Customer purchase order no
130372	09/29/21	09/29/21	10/01/21	Net 60	Brian Frazier	B773359

Unit Serial Number **5025E15057**
Machine Run Hours **0**

Stock code	Description	Ship quantity	Unit price	Gross amount
5025E15057D	REBUILD	1	800,000.000	800,000.00
5025E15057E	Chargers	1	0.000	0.00
FREIGHT	TRANSPORTATION COST	1	7,500.000	7,500.00



Please Remit To:
Shuttlewagon Inc.
245 W. Forest Hill Ave.
Oak Creek, WI 53154

NordcoAR@Wabtec.com

Invoice 077045

NOTES

For any questions regarding this invoice, please email **NordcoAR@Wabtec.com**

- 3% Additional Charge for Credit Card Payments \$50,000 or Above
- Credits Expire Within One Year of the Issuance Date
- Purchaser is responsible for all applicable taxes unless shown on invoice.
- Shuttlewagon's Federal Tax # 43-1225421
- ACH transfer information:

Bank Name: JP Morgan Chase
ABA Routing Number: 075000019
Account Number: 886027135
Account Name: Shuttlewagon, Inc.

Invoice Net	:	807,500.00
Total discount	:	0.00
Total freight	:	0.00
Miscellaneous charges	:	0.00
Total tax	:	0.00
Invoice Total	:	807,500.00

Returns:

Items can be returned within 30 days from date shipped from factory. Returned items must be in original packaging and original condition and will be subject to a 20% restocking fee. Every return needs to have an assigned RMA to accompany the package. Please phone (816) 569-6499 to request an RMA prior to returning. Returns will not be accepted more than 30 days after shipment, unless the return is approved and an RMA is attached. In such case a 25% restocking fee will be assessed.

Refunds:

Once the RMA/part is received at the factory, it will be inspected. If the item is in new condition, a credit will be issued to the account. Requests for refunds will be denied if product has been used or damaged, unless there are acceptable reasons.

Shipping:

Customer will be responsible for shipping return costs unless the product was shipped in error. Shipping costs are non-refundable.

For any questions regarding returns, including RMA's, please phone (816) 569-6499.



REV. 001 REV DATE: 5/19/2021

Cleveland-Cliffs Burns Harbor LLC

Issue Date: 5/19/2021

Please reference P.O.No. on all documents.

Shuttlewagon 8701 Elmwood Avenue Suite 300 Kansas City, MO 64132		SHIP TO: Cleveland-Cliffs Burns Harbor LLC 250 West US Highway 12 Burns Harbor, IN 46304
Contact: James Nagel Phone: 816-569-6487	Vendor No: 083619 Fax: 816-303-8999	Cleveland-Cliffs PO #: B773359 See line item(s) for internal delivery location at the plant.
SEND INVOICES TO: USAinvoices-incoming@clevelandcliffs.com or Cleveland-Cliffs Steel LLC Shared Services PO Box 2269 Chesterton, IN 46304		SHIP VIA/MODE : Supplier Choice SHIPMENT TERMS : DDP - Delvd Duty Pd NAMED PLACE : Cleveland-Cliffs Steel Plant CASH TERMS : _NET 15 DAYS
ERS VENDORS - DO NOT SUBMIT INVOICES For Billing Inquiries: Cleveland-Cliffs Steel All Facilities AP: 866-960-9876 https://www.clevelandcliffs.us/vendor_inquiry/		

Change order Rev.001 was to adjust the PO value to include the grant amount \$ 427,500. Grant will be directly released to Burns Harbor plant

DIRECTIONS TO PLANT:

Please contact 219-787-4018 for automated, 24 hour directions to our plant, if required.

 Seller shall not make any product substitutions, including manufacturer, brand or formula changes, without receiving Buyer's prior written approval. Buyer may reject any unapproved substituted product and exercise all rights and remedies available to it, including but not limited to holding Seller liable for Buyer's cost of acquiring timely and conforming delivery and/or desourcing of Seller

Delivery not before date promised shown on PO unless instructed by Cleveland-Cliffs Steel LLC Purchasing

Deliveries of Maintenance, Repair, & Operations (MRO) Materials over \$5,000 must be APPROVED by Central Spares before Cleveland-Cliffs Burns Harbor LLC will accept delivery. Deliveries of items under \$5,000 on purchase orders dated October 1, 2020 or newer do NOT need preapproval to deliver. The delivery requested date will govern acceptance. Please do not schedule delivery of any ordered materials without notification that the items have been approved for delivery or that are under \$5,000 and dated October 1, 2020 or sooner. All purchase orders prior to October 1, 2020 will need approval notification from Central Spares before Cleveland-Cliffs Burns Harbor LLC will accept delivery. Raw materials, bulk products, and services are not affected by this requirement and may be delivered as scheduled. Any questions regarding the category of your delivery should be directed to the department requesting the material. In the event of an emergency or breakdown requiring such material, you will be contacted by Larry Frey, Manager, Central Spares or his delegate and the delivery will be scheduled as an exception. Any delivery attempted without prior approval will not be accepted and will be returned at the vendor's expense.

Any contractor, vendor, supplier, or sub-contractor who brings chemicals on-site to the Burns Harbor facility is required to ensure, prior to delivery, that Cleveland-Cliffs Burns Harbor LLC has approved the product and possesses either a current Safety Data Sheet (SDS) or a certification that an SDS is not mandatory.

This information can be supplied via hard copy to Cleveland-Cliffs Burns Harbor LLC Plant, ATTN: Environmental Department, 250 West U.S. Highway 12, Burns Harbor, IN 46304-9745, or electronically to bhenvironmental@clevelandcliffs.com.

Failure to comply with this requirement entitles the buyer to demand immediate removal of the product from plant-site at the seller's expense and full reimbursement for the purchase price of the product.



Cleveland-Cliffs Burns Harbor LLC

Line	Quantity	Part number / Description	Cross Reference	Unit Price	Extension (\$)
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1	807500	300089468		1.00	807,500.00
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EA

SHUTTLE WAGON

NVX-E

MOTOR VEHICLE, SHUTTLEWAGON, NVX-E, RAILCAR MOVER, INCLUDES: NO CHARGE 36KWH LITHIUM ION BATTERY PACK, 400VDC 198KWH LITHIUM ION BATTERY PACK, ONE LEVEL THREE CHARGING STATION, ONE LEVEL TWO CHARGING STATION, 10# FIRE EXTINGUISHER, AIR CONDITIONER, SHUTTLE TRACK (CELLULAR/GPS BASED EQUIPMENT MONITORING SYSTEM), 2-YEAR/4,000 HOUR WARRANTY

Furnish and deliver Shuttlewagon Mobile Railcar Mover per Quote Q-00282.

Purchase includes drawings, operating and maintenance manuals. Also includes on site operator training.

Requisitioned by: Hathaway, Richard

Phone: 219-787-3151

Req No: RQB0905908

Line: 2 RFQ:

Deliver To: DANGERT

Date Promised: 5/21/2021

Taxable: N

Deliver Area: Shops Complex Door 0011

Total: 807,500.00

Cleveland-Cliffs Steel LLC and its subsidiaries value and aim for integrity, fairness and ethical behavior in all its business relations. In order to facilitate reporting illegal or unethical behaviors please use the Ethics Helpline at telephone 800-886-2416 or website <https://ethicspoint.com>

IF NOT GOVERNED BY A SPECIFIC AGREEMENT BETWEEN THE PARTIES, SELLER HEREBY ACKNOWLEDGES THAT THIS PURCHASE ORDER IS DELIVERED SUBJECT TO THE CLEVELAND-CLIFFS INC. PURCHASE ORDER GENERAL TERMS AND CONDITIONS FOUND AT: <https://www.clevelandcliffs.com/doing-business/for-suppliers> UNDER PROCUREMENT TERMS AND CONDITIONS, WHICH SELLER CONFIRMS HAVING READ AND UNDERSTOOD. SELLER AGREES THAT ITS ACCEPTANCE OF THE PURCHASE ORDER, WHETHER EXPLICITLY OR IMPLICITLY, INCLUDING THROUGH THE DELIVERY OF ANY PRODUCT OR THE PERFORMANCE OF ANY SERVICES SPECIFIED IN THIS PURCHASE ORDER, SHALL CONSTITUTE SELLER'S IRREVOCABLE AND UNCONDITIONAL CONSENT FOR THIS TRANSACTION TO BE BOUND BY SUCH TERMS AND CONDITIONS AND THAT SUCH TERMS AND CONDITIONS ARE INCORPORATED INTO THE PURCHASE ORDER BY REFERENCE. AS A SUPPLIER TO CLEVELAND-CLIFFS, YOU ARE EXPECTED TO BECOME FAMILIAR WITH AND ADHERE TO THE ONECLIFFS WAY OF DOING BUSINESS, WHICH CAN BE FOUND AT: <https://www.clevelandcliffs.com/doing-business/for> UNDER PROCUREMENT TERMS AND CONDITIONS.



Cleveland-Cliffs Burns Harbor LLC

A 'Current or Former Buyer's Employee or Relative' means any person who is currently or was within the past three (3) years a salaried, non-represented employee of any Cleveland-Cliffs Steel LLC company (a 'Current or Former Employee') and any person who is a parent, child, sibling or current spouse of a Current or Former Employee. Seller shall notify Buyer of any Current or Former Buyer's Employee or Relative who has an ownership interest in Seller (unless Seller is a publicly traded company) or who will provide personal or technical services or services on Buyer's premises in connection with this Order; and Seller shall obtain the prior written approval of an authorized executive of Buyer for any Current or Former Buyer's Employee or Relative whom Seller will use to sell or market goods or services to Buyer. Buyer shall have the right in its sole discretion to deem any Current or Former Buyer's Employee or Relative objectionable or unsatisfactory to Buyer.

SHIPMENT TERMS AND INSTRUCTIONS - Unless clearly specified to the contrary on the face of this purchase order:

1) Shipment terms are to be interpreted according to Incoterms 2010. Information about these terms may be found at the following website:

<http://www.iccwbo.org/incoterms/id3040/index.html>

2) In all cases the Bill of Lading must contain the Cleveland-Cliffs Steel PO#

3) When freight charges are the Seller's responsibility, Seller is responsible for all delivery-related charges such as notification or appointment charges, re-delivery charges, declared value (insurance), and the like.

4) For shipments in which freight charges are paid by Buyer, Seller will perform the actions set forth below. If/when Seller fails to follow these instructions Seller will pay the carrier.

a) For small package shipments (<150 lbs.) within USA ship FedEx Ground COLLECT. Seller does not need Cleveland-Cliffs account number. Any questions regarding FedEx Ground Collect shipments call 1-866-883-9290.

b) For all other shipments within USA call 1-888-588-3898 and follow additional instructions.

c) For international shipments Seller must contact Fischer International by calling 1-800-526-8943 (for calls originating within the 48 states) or +1-847-296-8020 (for calls originating outside of the 48 states) or emailing FischerInternational@FischerInternationalUSA.com at least 48 hours prior to loading at origin (factory, warehouse, etc.) and provide all information requested by Fischer. Seller must comply with U.S. customs importer security filing requirements (ISF) and agrees to hold Cleveland-Cliffs Steel harmless from or reimburse Cleveland-Cliffs Steel for any US Customs fines, penalties, direct damages and/or costs of seizure arising from Seller's failure to timely provide accurate ISF information.

RIGGING & ITEMS IN EXCESS OF 2,000 POUNDS

All deliveries of items weighing over 2,000 lbs. must have the weights clearly marked on the individual items as well as the delivery tickets. Additionally rigging points must be provided for items weighing over 8,000 lbs. with proper lifting point (lugs) provided. Rigging instructions should be provided for all items over 8,000 lbs. Failure to provide these will result in return of item at supplier's expense.

Receiving Location for materials (non-bulk, non-service) - Central Spares, 219-787-3470

Rev. 12/21/17

Print

Check/Serial #

Account #

Amount: 807,500.00

Cleveland-Cliffs Steel LLC
250 W US Hwy 12
Burns Harbor, IN 46304

CHECK
NUMBER 1132839

70-2332
719

November 4, 2021

PAY SHUTTLEWAGON
TO THE 245 WEST FOREST HILL AVENUE
ORDER OF: OAK CREEK, WI 53154

CHECK AMOUNT
\$807,500.00

EXACTLY *****807,500 DOLLARS AND 00 CENTS

JPMorgan Chase Bank, N.A.
Chicago, IL



Cele 87

Authorized Signature

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTIONAL USE

FOR DEPOSIT ONLY
SHUTTLEWAGON, INC.
886013538

Deposit Only JPMC

*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



Listed below are the security features provided on this document which make it difficult to counterfeit.

Security Features	Double Envelope / Trifold Endorsement
Security Watermark	Reflective, white opaque ink, visible when held at an angle, viewed under UV light, or rubbed with coin.
Chemical Sensitization	Colors change on either or both sides of check indicate possible chemical alteration.
Invisible Fluorescent Fibers	Invisible fibers on surface of check become visible under UV light.
Inkjet Treated Paper	Inkjet treatment process embeds ink into paper fibers, making it susceptible to intentional removal from located on face of check this alerts handler that the document contains security features.
Advisory Icon	

® Padlock Design is a certification mark of Check Payment Systems Association

Check/ Serial#	\$ Amount	Issue Date	Sequence No.	Additional Info	Posted Date	Status
1132839	807,500.00		8670697653		11/10/2021	Debit

01/22/2020

Investment Summary
SW020-034

ArcelorMittal
250 West US Highway 12
Burns Harbor, IN 46304



NVX-E

Last Rev Date: Mar 13, 2018

ELECTRIC MOTOR

TM-4; LSM-280 AC induction motor

COOLING

(12) VDC fans. Provides air flow for cooling traction motor, electrical components and batteries.

BMS

Battery Management System; integrated cell monitoring includes Amps, Voltage, Temperature, Balancing and Over-Current Protection

AXLES

Heavy duty Axletech, planetary-type drive axles; mechanically locked differentials in both front and rear. Full-time four-wheel drive when on rail.

FRAME

Fabricated from A-36 cold rolled steel plate. Multiple weldments complete a single assembly, evenly distributed weight over both drive axles.

RAIL GEAR

Eight, 16" (406mm) diameter AAR profile austempered ductile iron guide wheels; one each at the front and rear of each drive wheel. Rail gauge; 56 1/2" (1435mm). Rail guide wheels designed to guide pivoting drive axles around track curvatures.

COUPLERS

Front & Rear Coupler: cast steel full size AAR coupler with automatic latch, cab controlled air unlatch. NON-WEIGHT TRANSFER design, wide range AAR sliding couplers with buffer system to reduce shock load to railcar mover during coupling operation. Couplers are hydraulically positioned from side to side with controls located on instrument panel inside cab. A float position allows coupler to slide freely while negotiating tighter track curvatures.

BRAKES

Service:

Air over hydraulic actuated high-pressure disc brakes with dual master cylinders. Foot control located at drivers station for road travel. Joystick control located on armrest of driver's seat for vehicle brake control on road or rail. Vehicle brakes use ABS (Antilock Brake System).

Rail:

67 cfm air compressor system. AAR Glad hand connections located front and rear. Emergency stop on dash panel. Rail brake valve protected with safety filter for harsh environments.

Park:

Electric over hydraulic actuated high-pressure disc brake. Actuated by push button on the dash.

HYDRAULIC SYSTEM

Constant pressure hydraulic system.

PNEUMATIC SYSTEM

Electric driven air compressor. 125 psi, 67 cfm.

STEERING

Hydraulic power steering controlling both front and rear trucks. Steering is in float position when on rail. Straight ahead steering indicator provided on instrument panel to align steerable trucks while in road mode.

CAB

10' full width cab constructed of "galvanneal" steel, mounted on rubber isolation bushings, at opposite end from engine to reduce noise. Cab has two doors located at rear. Four electric wipers, two on front windshield and one each on rear doors. Console is mounted in the center of the cab and can be swiveled to allow operation from either side of the cab. Hand throttle, hand vehicle brake, and train brake conveniently located on console. Console extends to operator as desired and allows easy reach when looking out the side windows. Air ride seats on both sides have side travel to allow easy viewing out side windows. Tilt steering column adjusts out of the way for rail operation. 360-degree cab visibility with filtered outside air supply and 58,000 BTU/hr heater and Optional air conditioner. Defroster fans at each corner. All glass tinted, with darker tint on side windows to reduce solar heat gain. Padded rubber floor mat.

INSTRUMENTATION

Heavy-duty operator panel with color display, push buttons, and warning light. Additional color video monitor to display view from (4) exterior mounted cameras. CAN-Bus system allows direct communication with motor and other sub-systems, for display of all operating conditions and alarms. Main operating screen displays state of battery charge, rail pressure, motor speed, vehicle speed, coolant temperature, battery temperature, battery voltage, and a message window. The message window, with light and buzzer, alerts operator of important events and alarms. Rail gear is controlled with operator panel push buttons.

ANTILOCK BRAKES (ABS) AND TRACTION CONTROL (ATC)

An electronic controller monitors rail wheels and tires to detect tire slip on the rail. The ABS valve controls vehicle brake pressure to minimize brake lock up. Motor speed is automatically adjusted to reduce wheel spin when starting a move, while maintaining the maximum drawbar pull. The operator panel message window alerts the operator if the tires are slipping. ABS and ATC are used in rail mode only.

RAIL GUIDANCE SYSTEM

Equipped with automatic speed induced rail guidance system to provide necessary hydraulic pressure at higher rail speeds.

ELECTRICAL

12 Volt lighting and control system. 400V drive system is designed for redundant safety factors and lockable power control cabinets. Two amber strobe lights, one mounted on each side of cab. LED corner markers. Cab interior dome lights to illuminate instrument panel. Automotive fuses and circuit breakers provide protection for each electrical circuit.

WARNING SIGNALS

Two dual blast type air horns, one facing forward and one facing rearward. Back up alarm for on road operation.

LADDERS

One ladder per side. Ladders have inclined steps with breakaway lower step.

GENERAL SPECIFICATIONS

HYDRAULIC RESERVOIR CAPACITY	50 gallons (189.27ltr)
AIR TANK CAPACITY (RAIL BRAKES)	30 gallon (113.56ltr)
AIR TANK CAPACITY (VEHICLE BRAKES)	10.5 gallon (39.74ltr)
WHEEL BASE	168" (3048mm)
WIDTH	120" (4267mm)
HEIGHT	143.5" (3645mm)
LENGTH	296" (7518mm)
GROUND CLEARANCE	9" (228.5mm)
WEIGHT	63,600 lbs (28,848kg)

Draw Bar Pull Rated* (without weight transfer) 45,000 lbs (200kN)**Drawbar pull is developed from a single coupler without any weight transfer from railcar.**

INVESTMENT	New NVX-E w/ above stated standard features	\$1,050,000
PRICING INCLUDES:	No charge 36kWh Lithium Ion battery pack + 400 VDC, 198kWh Lithium Ion battery pack + one level 3 charging station + one level 2 charging station	
INCLUDED OPTIONS:	Consult with factory for all available options. <i>The following options are ARE INCLUDED in the total price</i>	
	Air Conditioner	No Cost
	Fire Extinguisher (10 lb) w/mounting brackets	No Cost
	ShuttleTrack (Cellular/GPS based equipment monitoring system)	No Cost
TOTAL	Applicable freight and taxes not included	\$1,050,000

FREIGHT	FOB Kansas City, MO (factory)	\$7,500
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TRAINING: A factory representative will provide operational training and review maintenance procedures of the Shuttlewagon at initial start-up for a period of up to two (2) eight hour days at no additional cost.

TERMS: Fifty (50) percent deposit at time of the execution of the Buyer and Seller Purchase and Sale Agreement not to exceed seven (7) days issuance of a IDEM agreement and counter-execution signatures (tentatively TBD). Forty (40) percent at the time of final Shuttlewagon inspection and acceptance by Buyer at Seller's manufacturing facilities in Kansas City, Missouri; ten (10%) at time of successful inspection, commissioning, installation and acceptance of the Shuttlewagon at the Buyer's project site in Burns Harbor, IN.

DELIVERY: Lead-time, 150-180 days. Consult factory for exact schedule.

WARRANTY: Shuttlewagon Warranty:
2 year or 4,000 hours (whichever occurs first).

Regards,
 Brian Frazier
 Central U.S. Manager
 (816) 830-2987
 bfrazier@nordco.com
 www.shuttlewagon.com

Accepted By _____

Accepted Date _____



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

February 12, 2020

Donald Angert
Division Manager
ArcelorMittal Burns Harbor
250 W US Highway 12
Burns Harbor, IN 46304

Re: Round 1 of the Indiana Volkswagen Mitigation
Trust DieselWise Indiana with DERA Option
Program

Dear Mr. Angert:

The Indiana Department of Environmental Management (IDEM) is pleased to announce that your project proposal was selected for funding by the Indiana Volkswagen Environmental Mitigation Trust Committee in Round 1 of the DieselWise Indiana with DERA Option Program. This 2019 Volkswagen request for proposals (RFP) received several great project applications for the \$1.8 million available.

Each application received was evaluated based on the following criteria:

- Specific evaluation criteria set forth in the request for proposals;
- Consistency with the intent and vision of the grant program; and
- Consistency with funding source eligibility requirements.

The project selected to fund is for the replacement of one (1) diesel-powered switcher locomotive with any make or model of U.S. Environmental Protection Agency (U.S. EPA) certified model-year 2019 or newer electric-powered alternative serving the same purpose to be located in Burns Harbor, Indiana. The total grant will be in the amount of \$472,500.

The dollar amount above reflects only the funds that will be provided through the grant. The Grant Agreement will take into account and provide credit for the in-kind match commitments made by the applicant in the RFP.

Indiana funds supporting this grant to you are provided through a national consent decree along with a U.S. EPA grant. These funding sources are subject to reporting and operational requirements that will be further detailed in the formal Grant Agreement to follow. The Grant Agreement should be executed by the Grantee with 15 days of receipt to retain awarded grant funds. Failure to comply with the terms, conditions and requirements of the Grant Agreement may result in the recapture of the funds awarded. Only project costs incurred after the full execution of the Grant Agreement, which occurs on the date of the

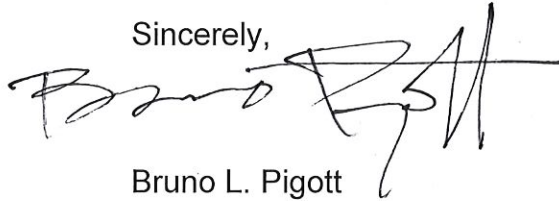
Mr. Angert
Page 2

Indiana Attorney General's signature, are eligible for reimbursement through this program. All projects must be completed by December 31, 2020.

Again, congratulations on the selection of your project for funding. We look forward to working with you as this project is implemented.

Indiana Volkswagen Mitigation Trust Program Administrator, Shawn Seals, will contact you to discuss the paperwork necessary to support and facilitate the Grant Agreement process as well as the reimbursement of granted funds to you at the conclusion of your project (e.g., invoicing, proof of payment, and verification of match commitment). Meanwhile, if you have questions or need additional information please contact Shawn at 800-451-6027 ext. 3-0425 or SSeals@idem.IN.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bruno L. Pigott', with a stylized flourish extending to the right.

Bruno L. Pigott
Commissioner
Indiana Department of Environmental Management

BLP/sms

cc: Shawn Seals, IDEM-OAQ