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On November 10, 2006, certain subsidiaries of Cleveland-Cliffs Inc (the "Company"), specifically the Cleveland-Cliffs Iron Company and Cliffs Sales Company, entered into a Pellet Sale and Purchase Agreement ("Pellet Agreement") with AK Steel Corporation ("AK Steel"). The Pellet Agreement is effective as of

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or negligence of the declaring Party, including but not limited to acts of God, war, riots, civil insurrection, acts of the public enemy, terrorism, strikes, lockouts, natural disasters, breakdown of or damage to necessary facilities or equipment, transportation delays, orders or acts of civil or military authorities, legislation, regulation or administrative orders, or any limitation or prohibition on, or inability to obtain governmental permits or approvals required by law and necessary to, the mining, transporting, storing, or handling of iron ore, or other unforeseeable causes that are beyond the reasonable control and without the fault or negligence of the Party affected thereby. Notwithstanding the foregoing, Force Majeure, for purposes of this Agreement, shall not include (i) the ability of Cliffs to sell Cliffs Pellets to a thiSc

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(e). If a Party declares a complete or partial Force Majeure based on damage to and/or unexpected conditions with respect to any real and/or personal property within its custody or control, the electrical power dthm

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