

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549
FORM 1013RM

STATEMENTS OF UNAUDNAUDNAUDNAUDNA



STATEMENTS OF UNAUDITED CONDENSED CONSOLIDATED CASH FLOWS
CLEVELAND-CLIFFS IN \$ °



STATEMENTS OF UNAUDITED CONDENSED CONSOLIDATED CHANGES IN EQUITY
CLEVELAND-CLIFFS INC. AND SUBSIDIARIES

NOTE 3 - REVENUES

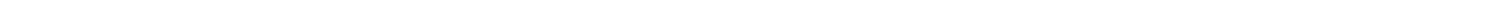
We generate our revenue through product sales, in which shipping terms indicate when we have fulfilled our p hen wd ou



NOTE 4 - SEGME 4



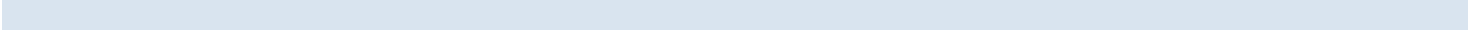




NOTE 16 - E



The following is a summary of our environmental obligations:



historical raw materials market. Although we have seen sequentially improved market conditions, the price for domestic HRC, the Wr



COMPETITIVE STRENGTHS

As the largest flat-ro



STRATEGY

MAXIMIZE OUR COMMERCIAL







A comparison of each asset group's carrying value to the estimated undiscounted net future cash flows expected to result from the use of the assets, including cost of disposition, is used to determine if an asset is recoverable. Projected future cash flows re ló W¼...



ARTICLE 5 REDEMPTION AND PREPAYMENT

Section T



(iv) any net after-tax extraordinary gains or l





such effect designating fefra 1/2



OR OTHER EVIDE



(iii) If a Definitive No $\frac{3}{4} \frac{1}{2}$

Sec



obtain, verify Wn



cons



any, or interest on any of the Guaranteed Obligations is rescinded or must otherwise be restored by any Holder upon the bankruptcy or reorganization of the Company or otherwise.

(g) In furtherance of the foregoing and not in limitation of any other right which any Holder has which ~~it~~ ^{it} ~~is~~ ^{is} ~~not~~ ^{not} ~~to~~ ^{to} ~~be~~ ^{be} ~~restored~~ ^{restored} ~~to~~ ^{to} ~~it~~ ^{it} ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~event~~ ^{event} ~~of~~ ^{of} ~~its~~ ^{its} ~~bankruptcy~~ ^{bankruptcy} ~~or~~ ^{or} ~~reorganization~~ ^{reorganization} ~~of~~ ^{of} ~~the~~ ^{the} ~~Company~~ ^{Company} ~~or~~ ^{or} ~~otherwise.~~ ^{otherwise.}

deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, non-callable U.S. Government Obligations, or a combination of cash in U.S. dollars and non-callable U.S. Government Obligations, in such amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Debt on the ~~PARP~~ ~~PARP~~ ~~PARP~~

Section 13.05. *Statements Required in Certificate or Opinion.* Each certificate or opinion with respect to compliance with a covenant or a

CANNON AUTOMOTIVE SOLUTIONS – BOWLING GREEN, INC.
CLEVELAND-CLIFFS STEEL HOLDINGS INC.
CLEVELAND-CLIFFS STEEL HOLDING CORPORATION
CLEVELAND-CLIFFS INVESTMENTS INC.
CLEVELAND-CLIFFS STEEL MANAGEMENT INC.
CLEVELAND-CLIFFS STEEL PRO EL PRO E

CLEVELAND-CLIFFS BURNS HARBOR LLC
CLEVELAND-CLIFFS CLEVELAND WORKS LLC
CLEVELAND-CLIFFS COLUMBUS LLC
CLEVELAND-CLIFFS KOTE INC.
CLEVELAND-CLIFFS KOTE L.P.
CLEVELAND-CLIFFS MINORCA MINE INC.
CLEVELAND-INORC ~~BY~~

No. []

Pr

DDA / s / D

CLEVELAND-3/4D

CERTIFICATE OF AUTHENTICATION

[REVERSE SIDE OF NO

twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the average life to April 15, 2026, of the Notes is less than one year, the weekly average yield on actually traded United States Treasury securities adjuj

(f) failure by the Company or any of its Significant Subsidiaries to pay final and non-appealable judgments entered by a court or courts of competent jurisdiction aggregating in excess of \$150.0 million (net of any amount covered by insurance issued by a national insurance company that has not co

Section 3.02 *Parties*. Nothing expressed or mentioned herein Wi

5 . Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provisions so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) neces

equivalent to the number of Deferred Shares in your Deferred Share Account during such Accounting Period. Such accrued dividend equivalents will (a) Vest and become payable upon the same terr

SECTION 6. Reference to and Effect on the Existing Credit Agreement and the other Loan Documents.

GOLDMAN

FIFTH THIRD BANK, NATIONAL ASSOCIATION, as a Revolving Lender and an Issuing Bank

By: /s/ Jeffrey S. Cox
Name: Jeffrey S. Cox
Title: Vice President

[Signature Page to Fourth Amendment]

BMO HARRIS BANK, N.A., as a Revolving Lender

BARCLAYS BANK PLC, as a Revolving Lender and an Issuing Bank

amendments, changes, extensions, modifications, renewals, replacements, or

and, if applicable, there



any Swing Loan shall be payable to the Swing Lender solely for its own account. Subject to the

Settlement Date applicable thereto to the extent required by the terms hereof, Agent shall



(and is therefore not paid ratably with the unpaid principal of Revolving Loans pursuant to ~~clause (K)~~ shall, for all purposes of this Section 2.4(b)(iv), be treated

may state that such notice is conditioned upon the effectiveness of other credit facilities or the cloWsclo iv or



(j) Without limiting any other W2

Loans or Letters of Credit issued under or pursuant to this Agreement



hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to theder, de

basis with the Liens securing the Obligations of the Lender Group and, in the event such Foreign Subsidiary Incremental Facility is secured on a

Incremental Commitment or Incremental Loan) or by1Wb



(c) after giving effect to any extension of credit, (i) in the case of Tranche A Revolving Loans, the Tranche A Revolver Usage shall not exceed the Tranche A Line Cap and (ii) in the case of Tranche B Revolving Loans, the Tranche B Revolver Usage shall not exceed the Tranche B Line Cap; and

(d) such extension of credit shall be (ensio

4. REPRESENTATIONS AND WARRANTIES.

In order



designated by Agent, and waiving of

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(b) declare the Revolver Commitments term

13. **ASSIGNMENTS AND PARTICIPATIONS; SUCCESS CESS CES**

grant any



its Pro Rata Share of participations in the Letters of Credit). If the RomrConsentine Lender or Pa Lende) f as ap



(c) **Agent Professionals.** The Agen C W C

any other Loan



of their respective Affiliates, or their respective esel





with respect to such Lender



IN WITNESS WHEREOF, the parties her



"Credit Party" means a Lender or any If di~~n~~ as



(e) Accounts that are not payable in ^{ib}D

applicable location or minehead, any such Account covered by such filing shall not constitute an Eligible Account until the day that account tha



"Eligible Customer" means Algoma Steel Inc., and their resp

consignment; provided that scrap metal-



definition, no obligation of AMUSA with respect to AM SA Receivables Facility shall constitute Indebtedness for purposes of obt o



impairment of $\frac{3}{4}$ $\frac{1}{2}$



“Per



(o) equity Investments by any Loan Party in any Subsidiary of such Loan Party which is required by law to maintain a minimum

(n) rights of setoff, b

Commitme



"Third Amendment Effective Date" means Decembons DemnsPDDDD



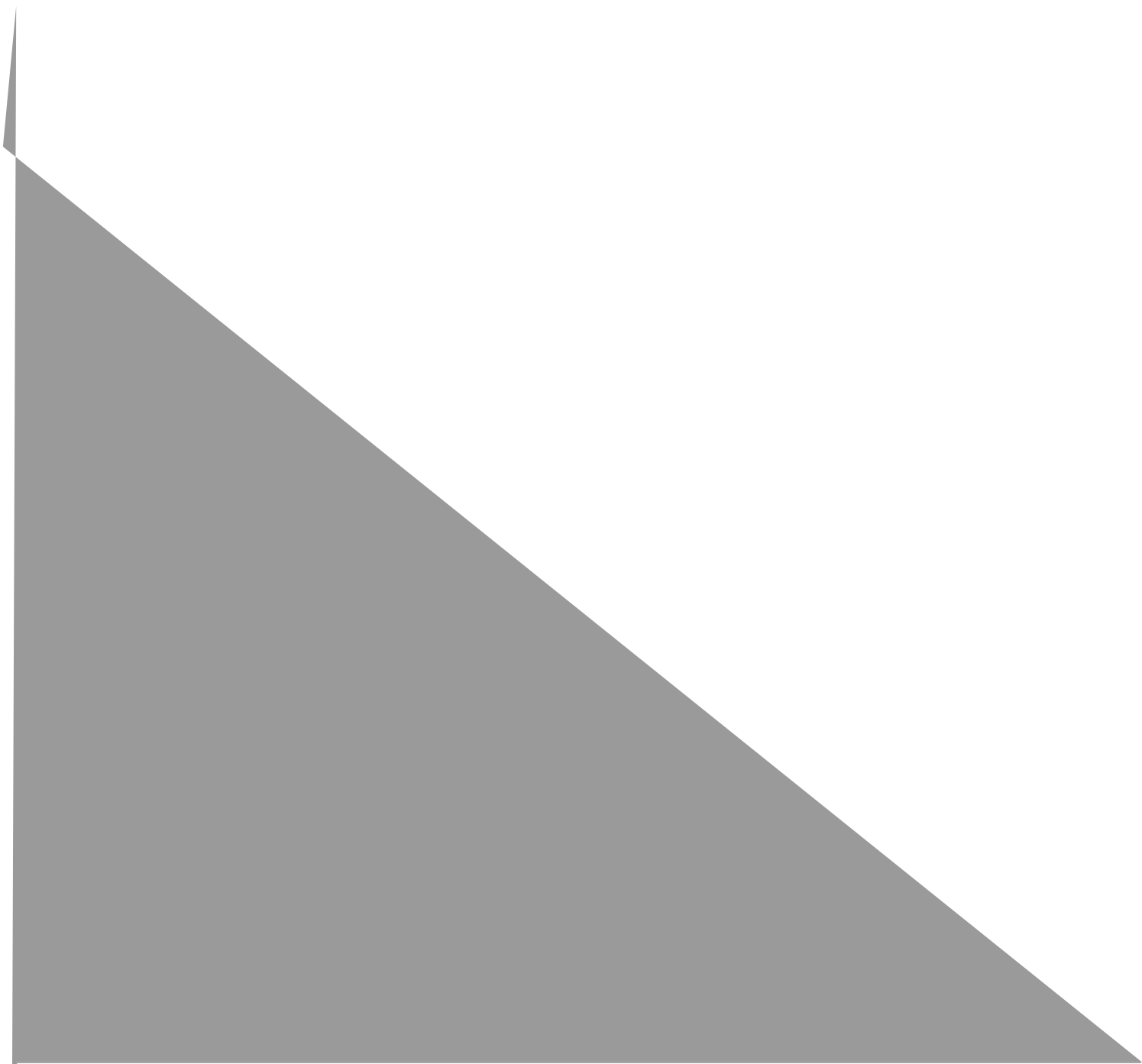
"Tranche A Revolving Borrowing" meAr



SCHEDULE 3.1

The effectiveness of the Agreement and the obligation of each Lender to make its initial extension of credit initial liability





Amended Exhibit B-2

[See attached.]

Very truly yours,

[insert name of



EXHIBIT L-1

[FORM OF] D X M o

Dated:

Schedule 5.17

Qualified Receivables Transaction

None.

Following is a summary of the information listed above for the three months ended June 30, 2023:

