

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Agreement is entered into by OmniSource, LLC a(n) Indiana Limited Liability Company (“Company”), and the undersigned contractor (the “Contractor”). Contractor has agreed to, or otherwise will from time to time, perform services and/or provide materials (such services and materials hereinafter referred to as “Work”) to or for the benefit of, or at or on one or more locations or premises owned or operated by, the Company or one or more of its Affiliates (as such term is defined in Section 7 below) (together with the Company, each a “Company Entity”).

In consideration for the agreement by a Company Entity to engage Contractor to provide Work, Contractor agrees that this Agreement shall govern, control and apply to any Work provided by Contractor from time to time until terminated by Contractor or the Company. Contractor further agrees as follows:

1. **Indemnification.** Notwithstanding any other provision to the contrary in any purchase order, authorization of Work, or other contract (oral or written) governing or concerning the provision of any Work, Contractor agrees to defend, indemnify and hold each Company Entity and each of their respective officers, directors, employees and agents (each, an “Indemnified Party”) harmless from, and to pay or reimburse each Indemnified Party the amount of, all damages and expenses (including reasonable attorneys’ fees) that an Indemnified Party may suffer or incur in connection with Contractor’s provision of any Work, including without limitation, all damages arising from or related to any (i) injury or death to any person (including Contractor’s employees or employees of Contractor’s subcontractors), (ii) damage to or loss of any property, (iii) breach by Contractor of its duties or warranties under any purchase order, authorization of Work, other contract (oral or written), or under law, (iv) claims that Contractor’s workers are or were employees of any Company Entity, (v) liens filed against any Company Entity’s property, or (vi) failure by Contractor to pay its workers or suppliers; except for any such damages caused solely by the negligence or willful misconduct of a Company Entity.

In the case of a third party claim against an Indemnified Party, if Contractor acknowledges liability to provide indemnification for such third party claim, Contractor may, at its expense, assume the defense of such third party claim with legal counsel reasonably acceptable to Company and any relevant insurance carrier. If Contractor assumes the defense, Contractor shall diligently conduct the defense thereof and any settlements shall require the reasonable consent of Company. The Indemnified Party shall cooperate with Contractor in defending the third party claim. The Indemnified Party may hire its own legal counsel at its own expense.

2. **Contractor Insurance.** Contractor shall obtain, pay for and keep in force, and shall require its subcontractors to obtain, pay for and keep in force, the insurance policies that meet, satisfy, and include all the terms, conditions, and requirements as follows:

- a. General liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. General liability shall be written on an ISO occurrence form CG 00 01 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations independent contractors, products-completed operations, personal and advertising injury, and include contractual liability.
- b. Auto liability with a combined single limit of at least \$1,000,000 which includes coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- c. Workers compensation per statutory requirements with employers liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident and \$1,000,000 each employee for injury by disease.
- d. Umbrella liability limits must be at least \$2,000,000.

Company and its Affiliates (as defined below) shall be named as additional insured as respects to the general liability, auto liability, and umbrella Liability policies. Each policy shall provide a waiver of subrogation in favor of Company and its Affiliates (as defined below). All policies (except workers compensation) shall be primary and non-contributory to any coverages carried by Company. Additional umbrella liability limits may be used to satisfy the underlying coverage limits.

All Insurance shall be provided by insurance carriers acceptable to Company, having and maintaining at least an AM Best rating of "A-" and qualified in the state in which the Work is being performed. Compliance by Contractor with the insurance requirements set forth in this Section 2 shall not relieve Contractor from liability for amounts in excess of the minimum required limits of insurance.

Prior to commencement of any Work, Contractor shall provide Company with a certificate of insurance in form acceptable to Company evidencing the Insurance. Contractor shall submit updated certificates prior to the expiration date of any Insurance. The failure on the part of Company to insist upon any requirement with respect to Insurance shall not relieve Contractor of its obligation to fully comply with this Section 2. The type and limits of Insurance specified herein shall in no way limit Contractor's liability under this Agreement.

Contractor shall give Company advance written notice of the cancellation of any policy of Insurance at least thirty (30) days prior to the effective date of such cancellation.

3. **Safety Directives.** Without otherwise limiting Contractor's obligations to indemnify each Indemnified Party and to obtain and maintain the Insurance as required by this Agreement, Contractor further agrees to follow and comply with all safety-related (i) policies or directives distributed or otherwise communicated by Company to Contractor, (ii) placards or signs on or in the business locations or premises where the Work is being provided, and (iii) directions or other communications from a Company Entity employee or guard on or in the business location or premises where the Work is being provided.

4. **Acknowledgment of No Duty of Care.** Contractor acknowledges that no Company Entity has assumed and will not assume any duty of care to or for Contractor, Contractor's employees, any of Contractor's subcontractors, and such subcontractor's employees.

5. **Continued Effect.** This Agreement shall (i) survive Contractor's provision of Work, (ii) continue in full force and effect with respect to any future Work by Contractor to or for a Company Entity; and (iii) continue in full force and effect until terminated as provided below. Contractor may, however, terminate this Agreement by providing at least thirty (30) days prior written notice of termination to Company at 7575 West Jefferson Blvd., Fort Wayne, IN 46804, Attention: General Manager. Any such termination shall operate prospectively only and shall not terminate or limit Contractor's liability arising out of Work already provided. Company may at any time terminate this Agreement or terminate any other contractual relationship with Contractor without cost or penalty effective upon giving of notice of termination to the Contractor.

6. **Conflicting Provisions.** In the event of any conflict between the terms of this Agreement and any other purchase order, authorization of Work, or other contract (written or oral) between Contractor and a Company Entity, the terms of this Agreement shall govern and control.

7. **Affiliates.** For purposes of this Agreement, the term "Affiliate" means, with respect to the Company, any other business entity or organization that, directly or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, the Company, including without limitation, Steel Dynamics, Inc., Roanoke Electric Steel Corporation, New Millennium Building Systems, LLC, Steel Dynamics Columbus, LLC, Vulcan Threaded Products, Inc., The Techs Industries,

Inc., STLD Holdings, Inc., OmniSource Transport, LLC, OmniSource, LLC, Superior Aluminum Alloys, LLC, Steel of West Virginia, Inc., Marshal Steel, Inc., SWVA, Inc., OmniSource Southwest, LLC, Ferrous Resources, LLC, Mesabi Nugget Delaware, LLC, Mining Resources, LLC, Mesabi Mining, LLC, Steel Dynamics Southwest, LLC and SDI LaFarga, LLC.

For purposes of this definition, “control” of a person means the power, directly or indirectly, to either (i) vote a majority of the securities of such person entitled to vote for the election of directors (or other managing body of such person) of such person, or (ii) direct or cause the direction of the management and policies of such person, whether by contract or otherwise.

8. **Effective Date.** This Agreement is effective as of the date of signature by Contractor.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Hold Harmless and Indemnification Agreement to be executed by their respective duly authorized officers.

Company

Contractor

OmniSource, LLC

Name of Contractor

By: _____

By: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

Date signed: _____

Date signed: _____

Telephone number: _____

{Hold Harmless and Indemnification Agreement Signature Page}

