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Item 2.03 Creation of a Direct Financial Obligation or an Obligation under Indenture

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Exhibit No.    Descr4

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Term Loan Agreement  
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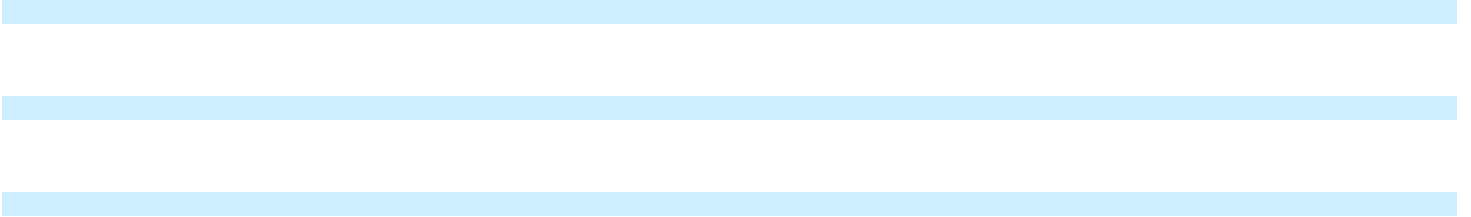
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“Amapa” means MMX Amapá Mineração Ltda., a çyãœ



established by Moody's and S&P for the Borrower shall be changed (other than as a result of a change in the rath



"Borrowing" means the total of Loans in the Term Facility of a single type advanced, continued for an additional Interest Period, or converted from a different type into such type by the Lenders on a single date and, in the case of Eurodollar Loans, for a single or consecutive 7 day period.



"CERCLA" means the Comprehensive Environmental RespEn









*“Existing Credit Agreement”* means, that certain Multicurrency Credit Agreement, dated as of August 17, 2007, by and among the Borrower, the lenders party thereto and Bank of America, N.A., as administrative agent thereunder, as amended supplemented or otherwise modified from time to time.

*“Federal Funds Rate”* means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions ~~es~~ s qqqq

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quarters most recently ended; *provided, however,* that Interest Expense for any period shall (y) incC



*"Laws"* means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, inc

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Subsidiary to perform its material obligations under any Loan Document to which it is a party; or (C) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower or any Restricted Subsidiary of any Loan Document to which it is a party.

*“Material Subsidiary”* shall mean and include (i) each Wholly-Owned Subsidiary that is a Domestic Subsidiary, except any Wholly-Owned Subsidiary that is a Domestic Subsidiary and does not have (together with its Subsidiaries) (a) at the time of determination thereof, consolidated total assets that constitute more than 10% of the consolidated total assets of the Borrower and its Subsidiaries at such time and (b) consolidated gross revenues for any fiscal year of the Borrower ending on or after December 31, 2007, that constitute more than 10% of the consolidated gross revenues of the Borrower and its Subsidiaries during such fiscal year and (ii) each Domestic Subsidiary that the Borrower has

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*Propert*





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(i) Liens incurred in the ordinary course of business to secure the performance of tenders, statutory obligations (other than excise taxes), surety, stay, customs and appeal bonds, statutory bonds, bids, leases, government contracts, trade contracts, performance and return of money bonds and other similar obligations (exclusive of obligations for Indebtedness) or arising by virtue of deposits made in the ordinary course of business to security liability for premiums to insurance carriers and/or benefit obligations to claimants;

(j) leases or subleases of properties, in each case entered into in the ordinary course of business so long as such leases or subleases do not, individually or in the aggregate, (i) interfere in any material respect with the ordinary conduct of the business of the Borrower and its Restricted Subsidiaries or (ii) materially impair the use (for its intended purposes) or the value of the Property subject thereto;

(k) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business in accordance with the past business practices of such Person, and any products or proceeds thereof to the extent covered by such Liens;

(l) bank proceeds rights in respect of cash and Cash Equivalents on deposit in one or more accounts, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements; ~~provided that such Liens are non-consensual and arise by operation of Law, in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness;~~

(m) the filing of UCC financing statements in connection with operating leases, consignment of goods or bailment agreements; and  
~~provided that such Liens securing reimbursement obligations with respect to the same shall not be subject to the provisions of this section.~~





*Section 1.2 Interpretation*<sup>A</sup> The foregoing definitions are equally applicable to both the singular and plural forms of the terms defined. The words "hereof", "herein", and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to time of day herein are references to New York, New York time unless otherwise specifically provided. Where the character or amount of any asset or liability or item of income or expense is required to be determined on any consolidation or other a ~ Â f



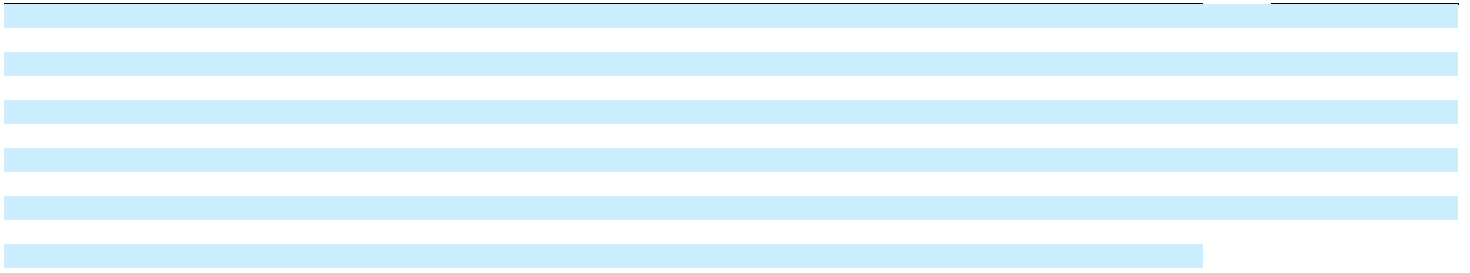


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*Section 2.7 Payments. (a) Place of Payments.* All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder and the other Loan D

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*Last*, the balance, if any, after all of the Obligation

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*Section 3.1 Closing Date.* (a) The Administrative Agent's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the Borrower or Guarantor, as the case may be, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance as set forth in the Closing Agent's receipt form annexed hereto.

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such



(if, in the case of the Target, such right has not been waived) under the Acquisition Agreement, (y) the representations and

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delivered pursuant to this Section need not to be separately delivered to the Administrative Agent if s





between or n4-



*Section 6.11 Change in the Nature of Business* The Borrower shall not, nor shall it perm

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declare t



administrative fees charged by such Lender in connection with the foregoing. If any Lender makes such a claim for compensation, it shall provide to the Borrower, with a copy to the Administrative Agent, a certificate setting forth the amount of such loss, cost or expense in reasonable detail (including an explanation of the basis for and the computation of such loss, cost or expense) and the amounts shown on such certificate shall be conclusive absent manifest error.

Unless otherwise







deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Restricted Subsidiary or other Affiliate thereof as if such Person Ef

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*Section 9.8 No Other Duties, Etc.* Anything herein to the contrary notwithstanding, neither the Sole Bookrunner nor the Arranger listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its (d<sup>n</sup>

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normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day.















(e) *Payments*. All amounts due under this Section <sup>10</sup>

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any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swssws ssws s



reformed and modified to reflect such reduction in the relevant interest rate, and (e) neither the Borrower nor any guarantor or endorser shall have any action against the Administrative Agent or any Lender for any Damages whatsoever arising out of the payment or collection of any Ex tax



VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHO

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