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Item 1.01 Entry into a Material Definitive ;

(d) Exhibits

4(a) Multicurrency Credit Agreement entered into as of August 17, 2007, among Cleveland-Cliffs Inc, Bank of America, N.A., as Administrative Agent, Swing Line Lender and Letter of Credit Issuer, JPMorgan Chase Bank, N.A. as Syndication Agent, and 11 other financial institutions

99(a) Cleveland-Cliffs Inc published a news release on August 17, 2007 captioned "Cleveland-Cliffs Enters New \$800 Million Credit Agreement"

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<u>Exhibit No.</u>	<u>Description</u>
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99.(a)	

Multicurrency Credit Agreement

Among

Cleveland-Cliffs Inc

Various Lenders

FromBde Ç





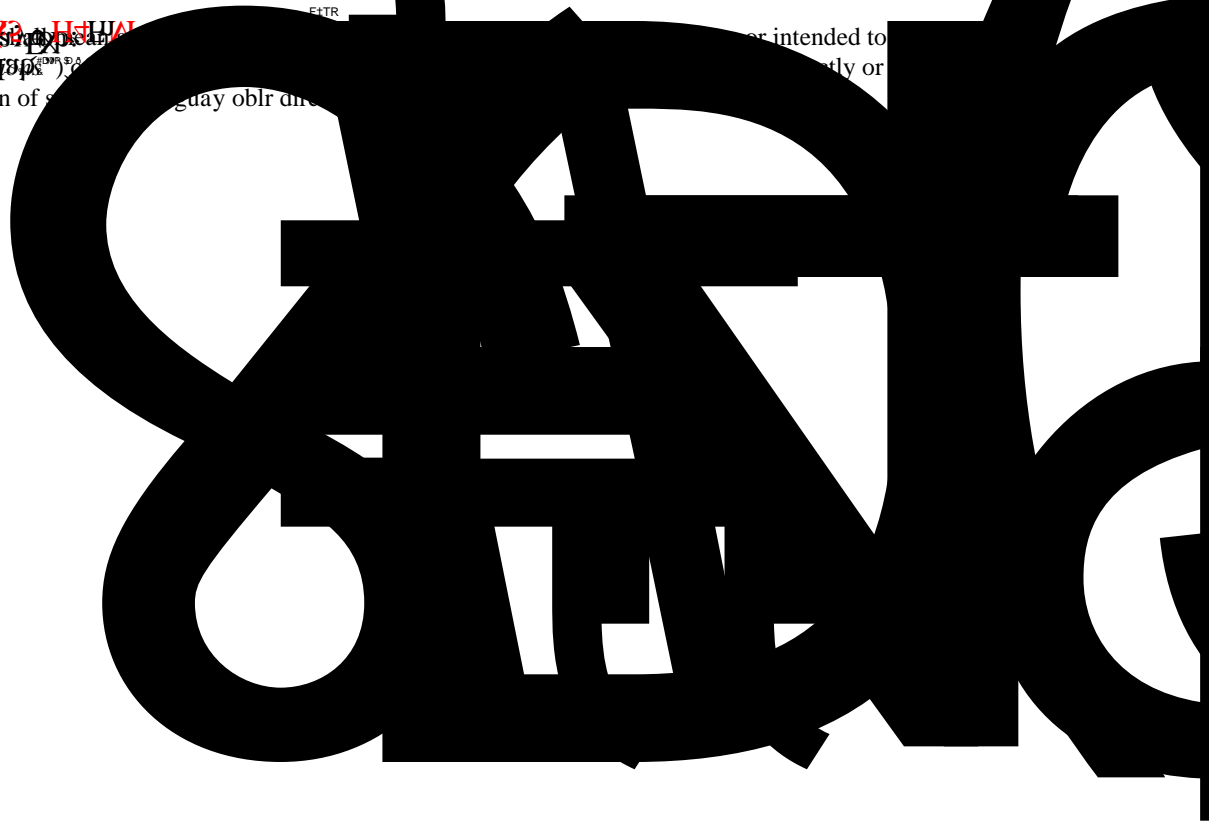


“*Additional Revolving Commitments*” is defined in Section 2.1(b)(ii) hereof.

~~Administrative Agent~~ means Bank of America, ~~American~~ <sup>edrf</sup>

Pricing Date. Each determination of the Applicable Margin made by the Administrative Agent in accordance with the foregoing shs

(d) if such day relates to any fundings, disbursements, settlements and payments in a curreâm



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deposits in the relevant currency for delivery on the first day of such Interest Period in Same Day Funds in the approximate amount of the  
urocurrency oan ein ade continued or converted y anh of Ûmerica and ith a term e uivalent to such Interest Period “





*“Required Lenders”* means, as of



(i) Liens incurred in the ordinary course of business to secure the performance of tenders, statutory obligations (other than excise













(d) *Repayment of Participations.*

(i) ,5-I

Collateralize” means to pledge



Borrower, in each case in the type of funds





Section 2.10(c)(i), the Swing Line Lender shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available, the Swing Line Lender shall



June, September and December, commencing with the fir3e,



Obligations, Hedging Liability, and Funds Transfer and Deposit Account Liability and to perform all of its obligations under the Loan Documents executed by it. The Loan Documents delivered by the Borrower and by each Guarantor have been duly authorized, executed, and delivered by such Person and constitute valid and binding obligations of such Person enforceable against

its respective jurisdiction of organization and the percentage ownership (direct and indirect) of the Borrower in each class of capital stock or other equity interests of each of its ~~Ha~~



(e) *Other Reports and Filings.* P

















*Section 8.6 Discretion of Lender as to Manner of Funding.* Notwithstanding any other provision of this Agreement, each LÉA of t on of thiNtt



~~Section 10.1 Taxes. **Payments Free of Taxes.** Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes, provided that if the Borrower shall be required by applicable law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall~~



connection with the Loan Documents, with respect to such jurisdiction.

*Section 10.2 No Waiver, Cumulative Remedies.* No delay or failure on the part of the Administrative Agent or any Lender or on the part of the holder or holders of any of the Obligations in the exercise of any power or right under any Loan Document shall operate as a waiver thereof or as an acquiescence in any default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Administrative Agent, the Lenders and of the holder or holders of any of the Obligations are cumulative to, and not exclusive of, any rights or remedies whisl





and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the fa

or consent hereun



provision shall require the payment or permit the collection of any amount of interest in excess of the maximum amount of interest permitted by applicable Law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the Loans or other obligations outstanding under this Act of

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*Section 10.24 Waiver of Jury Trial.* EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUH,

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as Documentation Agent

