

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re

ESSAR STEEL MINNESOTA LLC and  
ESML HOLDINGS INC.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 16-11626 (BLS)

(Jointly Administered)

**Re: Docket No. 1286, 1311**

**NOTICE OF FILING FURTHER REVISED PROPOSED ORDER TO  
DEBTORS' MOTION PURSUANT TO 11 U.S.C. §§ 105(a) AND 1142(b)  
FOR ENTRY OF ORDER IMPLEMENTING THE PROVISIONS OF THE  
PLAN WITH RESPECT TO THE PREPETITION LENDER NOTES AND  
PREPETITION LENDER NOTES DOCUMENTS**

**PLEASE TAKE NOTICE** that, on November 9, 2017, Mesabi Metallics Company LLC (f/k/a Essar Steel Minnesota LLC) ("**Mesabi**") and ESML Holdings Inc. ("**Holdings**," and, together with Mesabi, the "**Debtors**") filed a motion for entry of an order implementing the provisions of the Third Amended Chapter 11 Plan of Reorganization of Mesabi Metallics Company LLC (f/k/a Essar Steel Minnesota LLC) and ESML Holdings Inc. [D.I. 990] (the "**Plan**")<sup>2</sup> with respect to the Prepetition Lender Notes and Prepetition Lender Notes Documents [D.I. 1286] (the "**Motion**").

**PLEASE TAKE FURTHER NOTICE** that the Debtors submitted a proposed order attached as Exhibit A to the Motion and a modified form of indenture as Exhibit 1 to such proposed order.

**PLEASE TAKE FURTHER NOTICE** that on November 29, 2017, the Debtors filed a notice of revised exhibits to the Motion, including, an amended proposed order and a further revised indenture with certain exhibits thereto [D.I. 1311] (the "**Notice of Amended Exhibits**").

**PLEASE TAKE FURTHER NOTICE** that the Debtors hereby submit a further revised proposed order (the "**Proposed Order**"), without the exhibits thereto,<sup>3</sup> to amend and replace the proposed order attached as Exhibit A to the Notice of Amended Exhibits.

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<sup>1</sup> Essar Steel Minnesota LLC has changed its name to Mesabi Metallics Company LLC. The last four digits of its federal taxpayer identification number are 8770. The last four digits of ESML Holdings Inc.'s federal taxpayer identification number are 8071.

<sup>2</sup> Where the context requires, each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Motion.

<sup>3</sup> The Debtors will file the Proposed Order with the further revised exhibits thereto prior to the hearing on the Motion.

**PLEASE TAKE FURTHER NOTICE THAT** full copies of the Motion, the Notice of Amended Exhibits, and other related documents may be obtained free or charge by accessing the Debtors' restructuring information website at <http://dm.epiq11.com/ESM>.

Dated: December 11, 2017

Respectfully submitted,

/s/ L. John Bird

Jeffrey M. Schlerf (DE No. 3047)

L. John Bird (DE No. 5310)

Courtney A. Emerson (DE No. 6229)

**FOX ROTHSCHILD LLP**

919 North Market Street, Suite 300

Wilmington, DE 19801

Telephone: (302) 654-7444

Facsimile: (302) 656-8920

[jschlerf@foxrothschild.com](mailto:jschlerf@foxrothschild.com)

[jbird@foxrothschild.com](mailto:jbird@foxrothschild.com)

[cemerson@foxrothschild.com](mailto:cemerson@foxrothschild.com)

Thomas E Lauria (admitted *pro hac vice*)

Matthew C. Brown (admitted *pro hac vice*)

**WHITE & CASE LLP**

Southeast Financial Center

200 South Biscayne Boulevard

Suite 4900

Miami Florida 33131-2352

Telephone: (305) 371-2700

Facsimile: (305) 385-5744

[tlauria@whitecase.com](mailto:tlauria@whitecase.com)

[mbrown@whitecase.com](mailto:mbrown@whitecase.com)

Craig H. Averch (admitted *pro hac vice*)

Ronald K. Gorsich (admitted *pro hac vice*)

**WHITE & CASE LLP**

555 South Flower Street

Suite 2700

Los Angeles, California 90071

Telephone: (213) 620-7700

Facsimile: (213) 452-2329

[caverch@whitecase.com](mailto:caverch@whitecase.com)

[rgorsich@whitecase.com](mailto:rgorsich@whitecase.com)

*Attorneys for the Debtors and Debtors in Possession*

**EXHIBIT A**

Further Revised Proposed Order and Blackline

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re

ESSAR STEEL MINNESOTA LLC  
and ESML HOLDINGS INC.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 16-11626 (BLS)

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**Re: Docket Nos. 1286, 1311, \_\_\_\_**

**ORDER GRANTING DEBTORS' MOTION PURSUANT TO 11 U.S.C. §§  
105(a) AND 1142(b) FOR ENTRY OF ORDER IMPLEMENTING THE  
PROVISIONS OF THE PLAN WITH RESPECT TO THE PREPETITION  
LENDER NOTES AND PREPETITION LENDER NOTES DOCUMENTS**

Upon consideration of the motion (the “**Motion**”),<sup>2</sup> dated November 9, 2017, of Mesabi Metallics Company LLC (“**Mesabi**”) (f/k/a Essar Steel Minnesota LLC) and ESML Holdings Inc. (“**Holdings**,” and, together with Mesabi, the “**Debtors**”), for entry of an order implementing the Plan<sup>3</sup> with respect to the Fixed Rate Junior Secured Notes Indenture and exhibits thereto attached as **Exhibit 1** (together, the “**Indenture**”) and the Prepetition Lender Notes; and upon consideration of any and all objections, responses, and filings related to the Motion, as reflected on the Court’s docket for the above-captioned chapter 11 cases; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b) and 1334; and upon consideration of the Motion and the relief requested therein being a core

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<sup>1</sup> The last four digits of Essar Steel Minnesota LLC’s federal taxpayer identification number are 8770. The last four digits of ESML Holdings Inc.’s federal taxpayer identification number are 8071.

<sup>2</sup> Each capitalized term used but not otherwise ascribed a meaning herein shall have the meaning ascribed to such term in the Plan, and if not ascribed a meaning in the Plan, shall have the meaning ascribed to such term in the Indenture.

<sup>3</sup> “**Plan**” means the *Third Amended Chapter 11 Plan of Reorganization of Mesabi Metallics Company LLC (f/k/a Essar Steel Minnesota LLC) and ESML Holdings Inc.* [D.I. 990], as amended from time to time.

proceeding within the meaning of 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and a mediation having been held to consider the relief requested in the Motion (the “**Mediation**”); and upon the record of all of the proceedings had before this Court; and good cause existing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Indenture, attached hereto as **Exhibit 1**, is approved as a revised Plan Document, valid, binding, and enforceable notwithstanding any otherwise applicable nonbankruptcy law, and incorporated by reference into, and an integral part of, the Plan and Confirmation Order<sup>4</sup> for all purposes; *provided, however*, that further revisions may be made to the Indenture prior to the Effective Date without further notice or Court order as agreed by the Debtors, Plan Sponsor and Prepetition Lenders.
3. The Debtors are authorized to issue the Prepetition Lender Notes in accordance with the Indenture on the Effective Date.
4. This Order shall be deemed to constitute a fully executed counterpart Mortgage on the Issuer’s interest in Real Estate Leases (to the extent permitted by law, and after having obtained any and all necessary consents) and any fee interest in a Premises owned by the Issuer on the Effective Date of the Plan, together with any fixture filing as may be necessary to create a valid, perfected Lien (as defined in the Indenture) against the Premises owned by the Issuer on the Effective Date of the Plan, as to each with the priority required by the Collateral Documents and the Intercreditor Agreement (each, an “**Issuer Interest**”), delivered to the Collateral Agent,

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<sup>4</sup> “**Confirmation Order**” means the *Findings of Fact, Conclusions of Law, and Order Confirming the Third Amended Chapter 11 Plan of Reorganization for Mesabi Metallics Company LLC (f/k/a Essar Steel Minnesota LLC) and ESML Holdings Inc. Proposed by the Debtors* [D.I. 1025].

as mortgagee or beneficiary, as applicable, for the ratable benefit of itself and the Holders (as defined in the Indenture), in accordance with the requirements of Section 10.03 of the Indenture and/or the Collateral Documents (each, a “**Deemed Mortgage and Fixture Filing**”). Each Deemed Mortgage and Fixture Filing shall be subject, in all instances, to the Permitted Liens as well as all of the terms and conditions of the Indenture (including any requirements of release, cancellation, subordination, or otherwise), the Intercreditor Agreement and/or the Priority Lien Documents, as if such Deemed Mortgage and Fixture Filing constituted an actual Mortgage and fixture filing delivered by the Issuer in accordance with the requirements of Section 10.03 of the Indenture and/or the Collateral Documents.

5. A Deemed Mortgage and Fixture Filing shall remain valid until such time as an actual Mortgage and fixture filing, as applicable, concerning the Issuer Interest that is the subject of such Deemed Mortgage and Fixture Filing is delivered to the Collateral Agent in accordance with Section 10.03(a) of the Indenture, at which time such Deemed Mortgage and Fixture Filing shall be, automatically and without notice or Court order, amended thereby, with such actual Mortgage and fixture filing relating back to the effectiveness of the Deemed Mortgage and Fixture Filing as of the Effective Date. The Issuer shall file the Mortgages required by Section 10.03 of the Indenture in favor of the Collateral Agent as soon as reasonably practicable after the Effective Date, and the Issuer and the Collateral Agent shall use commercially reasonable efforts to cooperate in effectuating any applicable provisions of this Order.

6. The Issuer shall file a certified copy of this Order (including only the pages of the Indenture containing defined terms used in this Order and Section 10.03 of the Indenture) with any applicable Governmental Authority<sup>5</sup> necessary to reflect a Deemed Mortgage and Fixture

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<sup>5</sup> “**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive,

Filing as soon as reasonably practicable on or after the Effective Date. This Order shall be sufficient and conclusive evidence of the validity, perfection and priority of the Deemed Mortgage and Fixture Filing as of the Effective Date without the necessity of filing or recording any deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action to validate or perfect the Deemed Mortgage and Fixture Filing or to entitle the Deemed Mortgage and Fixture Filing to the lien priority granted in the Indenture. The Issuer shall execute and deliver to the Collateral Agent all such other documents as the Collateral Agent may reasonably request to evidence, confirm, validate or perfect, or to ensure the contemplated priority of the Deemed Mortgage and Fixture Filing as of the Effective Date. In the event the Issuer has not done so, the Collateral Agent, in its sole discretion, may file a photocopy of this Order with any recording officer or with any registry of deeds or similar office in any jurisdiction in which the Issuer has real property and, in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Order. Any filing of this Order with a recording officer or with any registry of deeds or similar office in any jurisdiction in which the Issuer has real property shall be deemed to have been filed or recorded as of the Effective Date.

7. In accordance with Section 1146 of the Bankruptcy Code, the issuance of the Indenture and Prepetition Lender Notes thereunder, or the incurrence of Priority Lien Debt, and the creation of any mortgage, deed of trust, lien, pledge, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under the Indenture, Collateral Documents, Priority Lien Debt, or Priority Lien

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legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization, and any filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other Persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments.

Documents is in furtherance of or in connection with the Plan, and so shall not be subject to any stamp, transfer, mortgage recording, or other similar tax (collectively, the “**Taxes**”). The Indenture and any Prepetition Lender Notes issued pursuant to it are exempt from and outside the purview of the Trust Indenture Act.

8. Each Governmental Authority shall be bound by this Order and shall accept for filing this Order as contemplated in paragraph 6, and any other Mortgages or fixture filings pursuant to the Indenture and/or the Collateral Documents, without payment of any Taxes.

9. In accordance with the agreement reached through Mediation:

a. The Indenture Trustee shall be an intended third party beneficiary of:

i. the obligation under the operating agreement of Chippewa Capital Partners, LLC (the “**Chippewa Operating Agreement**”) for Nubai Global Investment Limited and/or DSA Investments Inc. (collectively, “**DSA**”) to fund the remaining portion of its \$250 million equity commitment in the aggregate (to the extent such equity has not been funded as of the Effective Date) (the “**Remaining Equity Contribution**”) on the terms below; and

ii. Chippewa’s obligation to contribute to the Issuer any Contributable Funds on the terms below.<sup>6</sup>

b. In the event the Remaining Equity Contribution has not been funded (from DSA or any other source, for example, if the Chippewa Members voluntarily choose to fund the balance of DSA’s Remaining Equity Contribution) to Chippewa Capital Partners, LLC (“**Chippewa**”), and Chippewa and/or the other members of Chippewa (the members of Chippewa other than DSA, the “**Chippewa Members**”) fail to file suit or any other action

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<sup>6</sup> “**Contributable Funds**” means cash held by Chippewa (i) that was received from DSA to satisfy all or a portion of DSA’s Remaining Equity Contribution to Chippewa (or from any other source that voluntarily funds the balance of DSA’s Remaining Equity Contribution), if any, and (ii) that Chippewa has an obligation to contribute to the Issuer pursuant to the terms and conditions of the operating agreement of the Issuer (the “**Issuer Operating Agreement**”).



against DSA by June 30, 2018, then the Indenture Trustee may file a suit or any other action against DSA on behalf and in the name of Chippewa seeking enforcement of DSA's Remaining Equity Contribution.

c. In the event the Remaining Equity Contribution has not been funded (from DSA or any other source, for example, if the Chippewa Members voluntarily choose to fund the balance of DSA's Remaining Equity Contribution) to Chippewa, and Chippewa and/or the Chippewa Members have filed suit or any other action against DSA by June 30, 2018, then after June 30, 2018 the Indenture Trustee may intervene in the filed suit or other action as a plaintiff against DSA on behalf and in the name of Chippewa seeking enforcement of DSA's Remaining Equity Contribution.

d. In the event the Remaining Equity Contribution has not been funded (from DSA or any other source, for example, if the Chippewa Members voluntarily choose to fund the balance of DSA's Remaining Equity Contribution) to Chippewa, and Chippewa and/or the Chippewa Members have filed suit or any other action against DSA by June 30, 2018, then after June 30, 2018 Chippewa, the Chippewa Members and the Indenture Trustee shall cooperate and determine jointly whether any other suit or action against DSA on behalf and in the name of Chippewa is desirable to seek enforcement of DSA's Remaining Equity Contribution and, in that event, shall cooperate in such other suit or action; *provided, however*, that in the event the Indenture Trustee determines that Chippewa and/or the Chippewa Members are unreasonably delaying the prosecution of any such other suit or action, the Indenture Trustee may do so after June 30, 2018.

e. Chippewa, the Chippewa Members and the Indenture Trustee shall consult with one another regarding any suit or other action seeking enforcement of DSA's Remaining

Equity Contribution and, where possible, agree as to the manner, strategy and other aspects regarding its prosecution. Chippewa, the Chippewa Members and the Indenture Trustee shall execute a mutually acceptable, joint defense, common interest and confidentiality agreement concerning any such suit or other action. The Indenture Trustee shall be entitled to the applicable benefits of the Indenture, including without limitation, Sections 7.01(e) and 7.07(b) in connection with its prosecution of any such suit or action.

f. In the event Chippewa has received Contributable Funds and has not contributed such funds to the Issuer, the Indenture Trustee may file a suit or any other action against Chippewa on behalf and in the name of the Issuer seeking enforcement of Chippewa's obligation to contribute the Contributable Funds to the Issuer. The Indenture Trustee shall be entitled to the applicable benefits of the Indenture, including without limitation, Sections 7.01(e) and 7.07(b) in connection with its prosecution of any such suit or action.

g. The Indenture Trustee's rights under paragraph 9(a - i) of this Order shall terminate on the date the Remaining Equity Contribution is received by Chippewa (from DSA or any other source, for example, if the Chippewa Members voluntarily choose to fund the balance of DSA's Remaining Equity Contribution) and the full \$250 million of equity funding in the aggregate has been funded to the Issuer; *provided*, that Chippewa and/or the Chippewa Members shall be entitled to continue the prosecution of any suit or other action thereafter on behalf and in the name of Chippewa in place of the Indenture Trustee. All cash Investment amounts and/or equity contributions made, or deemed made by Chippewa, through the Effective Date of the Plan or thereafter shall be counted in determining whether the full \$250 million of equity funding in the aggregate has been funded. Any payment or recovery (net of amounts payable to the Indenture Trustee pursuant to Section 7.07(b) of the Indenture in connection with its prosecution

of such enforcement action) in connection with the Remaining Equity Contribution shall constitute the property of Chippewa and be immediately turned over to it in satisfaction of the Remaining Equity Contribution, in whole or in part, as applicable, of which Chippewa shall then immediately contribute to the Issuer the amount or portion thereof, if any, necessary to satisfy Chippewa's \$250 million equity commitment in the aggregate that has not been funded prior thereto. Any agreement or obligation to contribute equity and/or any right, claim or cause of action to enforce any agreement or obligation to contribute equity, as to each as to Chippewa and/or Mesabi, and any payment or recovery on any of the foregoing, shall not constitute collateral or proceeds thereof under the Indenture, and there shall be no Lien thereon, on the Effective Date or thereafter unless and until it shall constitute collateral under the Indenture and Priority Lien Documents.

h. Pursuant to the Chippewa Operating Agreement and this Order, Chippewa's members consent to the jurisdiction of the United States District Court for the District of Delaware for enforcement of the equity contribution obligations in the Chippewa Operating Agreement and DSA agrees to accept service by certified mail or registered mail in an enforcement action at its address at Level 28G, Silver Tower, Cluster 1, Jumeriah Lake Towers, P.O. Box 393324 Dubai, United Arab Emirates, Attn.: John Oram.

i. Pursuant to the Issuer Operating Agreement and this Order, Chippewa consents to the jurisdiction of the United States District Court for the District of Delaware for enforcement of the equity contribution obligations in the Issuer Operating Agreement.

j. Chippewa's equity interest in the Issuer shall be pledged to the Collateral Agent as collateral under the Indenture, and any remedy with respect such pledge shall be enforceable under the terms of the Indenture and the Uniform Commercial Code upon the

occurrence of an Event of Default under the Indenture that remains uncured after any applicable notice or grace period. Such pledge shall be subordinated to the pledge of Chippewa's equity interest in the Issuer to the collateral agent or lenders of the Priority Lien Debt, upon the closing on the Priority Lien Debt provided for in section 4.09(b)(3) of the Indenture (a "**Priority Lien Closing**").

k. Starting with the month ended January 31, 2018 and ending upon the Priority Lien Closing under section 4.09(b)(3) of the Indenture, the Reorganized Debtor shall provide a monthly cash report by the 15th day of the following month to the Indenture Trustee and to the existing counsel to the Prepetition Lenders (the "**Recipients**"). Until the Priority Lien Closing under section 4.09(b)(3) of the Indenture, the Recipients may also, upon at least 5 business days' notice, request a call with the Reorganized Debtor and its professionals at a mutually convenient time for an update on construction of the Project, payment of post-Effective Date vendors on the Project, progress towards closing on the Priority Lien Debt and/or related matters (subject to any confidentiality restrictions which may be in place with respect to such information).

l. The right to pursue collection and/or enforcement of the cost judgment entered by the United States District Court for the District of Minnesota on May 26, 2017 (Case No. 09-cv-3037), in favor of the Debtors and against Great Lakes Gas Transmission Limited Partnership, shall be a right of the SC Litigation Trust on the Effective Date.

10. Any action taken by the Indenture Trustee pursuant to this Order shall be at the direction of Holders of the requisite principal amount of Notes.

11. Notwithstanding anything to the contrary in the Plan or the SC Litigation Trust Agreement, the beneficial interests in the SC Litigation Trust shall be freely transferable.

12. This Order shall be null and void if the Effective Date does not occur on or before December 31, 2017, or such later date as is agreed by counsel to the Debtors, Plan Sponsor and Prepetition Lenders, each acting in its sole discretion. In the event this Order is rendered null and void pursuant to the prior sentence, absent an agreement otherwise by the Debtors, Plan Sponsor and Prepetition Lenders, the Motion will be reset for a hearing within 10 days (subject to the Court's calendar), and a new deadline set for the Project Finance Lenders' objection and any reply.

13. In the event of any inconsistency between this Order, on the one hand, and the Indenture, the Chippewa Operating Agreement, the Issuer Operating Agreement, the Plan and/or the Confirmation Order, on the other hand, this Order shall govern and control.

14. This Court shall retain jurisdiction to interpret and enforce this Order. Any and all disputes concerning the subject matter of this Order, or the filings and recordings made in accordance with paragraph 6 of this Order, shall be adjudicated by the Court.

Dated: December \_\_\_\_, 2017  
Wilmington, Delaware

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Honorable Brendan L. Shannon  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re

ESSAR STEEL MINNESOTA LLC  
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Debtors.

Chapter 11

Case No. 16-11626 (BLS)

(Jointly Administered)

**Re: Docket Nos. 1286, ~~1311~~**

**ORDER GRANTING DEBTORS' MOTION PURSUANT TO 11 U.S.C. §§  
105(a) AND 1142(b) FOR ENTRY OF ORDER IMPLEMENTING THE  
PROVISIONS OF THE PLAN WITH RESPECT TO THE PREPETITION  
LENDER NOTES AND PREPETITION LENDER NOTES DOCUMENTS**

Upon consideration of the motion (the “**Motion**”),<sup>2</sup> dated November 9, 2017, of Mesabi Metallics Company LLC (“**Mesabi**”) (f/k/a Essar Steel Minnesota LLC) and ESML Holdings Inc. (“**Holdings**,” and, together with Mesabi, the “**Debtors**”), for entry of an order implementing the Plan<sup>3</sup> with respect to the Fixed Rate Junior Secured Notes Indenture and ~~the Prepetition Lender Notes, the notice of filing of revised exhibits to the Motion, filed on November~~ —, 2017 (the “**Notice**”), including the revised Indenture and revised exhibits thereto attached as Exhibit 1 (together, the “**Indenture**”) and the Prepetition Lender Notes; and upon consideration of any and all objections, responses, and filings related to the Motion ~~and Notice~~, as reflected on the Court’s docket for the above-captioned chapter 11 cases; and the Court having jurisdiction to

<sup>1</sup> The last four digits of Essar Steel Minnesota LLC’s federal taxpayer identification number are 8770. The last four digits of ESML Holdings Inc.’s federal taxpayer identification number are 8071.

<sup>2</sup> Each capitalized term used but not otherwise ascribed a meaning herein shall have the meaning ascribed to such term in the Plan, and if not ascribed a meaning in the Plan, shall have the meaning ascribed to such term in the Indenture.

<sup>3</sup> “**Plan**” means the *Third Amended Chapter 11 Plan of Reorganization of Mesabi Metallics Company LLC (f/k/a Essar Steel Minnesota LLC) and ESML Holdings Inc.* [D.I. 990], as amended from time to time.

consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b) and 1334; and upon consideration of the Motion and the relief requested therein being a core proceeding within the meaning of 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and a ~~hearing~~mediation having been held to consider the relief requested in the Motion (the “~~Hearing~~Mediation”); and upon the record of ~~the Hearing and~~ all of the proceedings had before this Court; and good cause existing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Indenture, attached hereto as **Exhibit 1**, ~~and the related Security Agreement, attached hereto as Exhibit 2, are~~is approved as a revised Plan Documents, valid, binding, and enforceable notwithstanding any otherwise applicable nonbankruptcy law, and incorporated by reference into, and an integral part of, the Plan and Confirmation Order<sup>4</sup> for all purposes; provided, however, that further revisions may be made to the Indenture prior to the Effective Date without further notice or Court order as agreed by the Debtors, Plan Sponsor and Prepetition Lenders.
3. The Debtors are authorized to issue the Prepetition Lender Notes in accordance with the Indenture ~~and on~~ the ~~provisions of the Plan~~Effective Date.
4. This Order shall be deemed to constitute a fully executed counterpart Mortgage on ~~each~~the Issuer’s interest in Real Estate Leases (to the extent permitted by law, and after having obtained any and all necessary consents) and any fee interest in a Premises owned by the Issuer on

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<sup>4</sup> “**Confirmation Order**” means the *Findings of Fact, Conclusions of Law, and Order Confirming the Third Amended Chapter 11 Plan of Reorganization for Mesabi Metallics Company LLC (f/k/a Essar Steel Minnesota LLC) and ESML Holdings Inc. Proposed by the Debtors* [D.I. 1025].

the Effective Date of the Plan, together with any fixture filing as may be necessary to create a valid, perfected Lien (as defined in the Indenture) against the Premises owned by the Issuer on the Effective Date of the Plan, as to each with the priority required by the Collateral Documents and the Intercreditor Agreement (each, an “**Issuer-Fee Interest**”), delivered to the Collateral Agent, as mortgagee or beneficiary, as applicable, for the ratable benefit of itself and the Holders (as defined in the Indenture), in accordance with the requirements of Section 10.03 of the Indenture and/or the Collateral Documents (each, a “**Deemed Mortgage and Fixture Filing**”). Each Deemed Mortgage and Fixture Filing shall be subject, in all instances, to the Permitted Liens as well as all of the terms and conditions of the Indenture (including any requirements of release, cancellation, subordination, or otherwise), the Intercreditor Agreement and/or the Priority Lien Documents, as if such Deemed Mortgage and Fixture Filing constituted an actual Mortgage and fixture filing delivered by the Issuer in accordance with the requirements of Section 10.03 of the Indenture and/or the Collateral Documents.

5. A Deemed Mortgage and Fixture Filing shall remain valid until such time as an actual Mortgage and fixture filing, as applicable, concerning the Issuer-Fee Interest that is the subject of such Deemed Mortgage and Fixture Filing is delivered to the Collateral Agent in accordance with Section 10.03(a) of the Indenture, at which time such Deemed Mortgage and Fixture Filing shall be, automatically and without notice or Court order, ~~superseded in its entirety~~ amended thereby, with such actual Mortgage and any filing or recording in connection with such fixture filing relating back to the effectiveness of the Deemed Mortgage and Fixture Filing ~~shall be cancelled by the Issuer~~ as of the Effective Date. The Issuer shall file the Mortgages required by Section 10.03 of the Indenture in favor of the Collateral Agent as soon as reasonably



practicable after the Effective Date, and the Issuer and the Collateral Agent shall use commercially reasonable efforts to cooperate in effectuating any applicable provisions of this Order.

6. The Issuer shall file a certified copy of this Order (including only the pages of the Indenture containing defined terms used in this Order and Section 10.03 of the Indenture) with any applicable Governmental Authority<sup>5</sup> necessary to reflect a Deemed Mortgage and Fixture Filing as soon as reasonably practicable on or after the Effective Date. This Order shall be sufficient and conclusive evidence of the validity, perfection and priority of the Deemed Mortgage and Fixture Filing as of the Effective Date without the necessity of filing or recording any deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action to validate or perfect the Deemed Mortgage and Fixture Filing or to entitle the Deemed Mortgage and Fixture Filing to the lien priority granted in the Indenture. The Issuer shall execute and deliver to the Collateral Agent all such other documents as the Collateral Agent may reasonably request to evidence, confirm, validate or perfect, or to ensure the contemplated priority of the Deemed Mortgage and Fixture Filing as of the Effective Date. In the event the Issuer has not done so, the Collateral Agent, in its sole discretion, may file a photocopy of this Order with any recording officer or with any registry of deeds or similar office in any jurisdiction in which the Issuer has real property and, in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Order. Any filing of this Order with a recording officer or with any registry of deeds or similar office in any

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<sup>5</sup> “**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization, and any filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other Persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments.

jurisdiction in which the Issuer has real property shall be deemed to have been filed or recorded as of the Effective Date.

7. In accordance with Section 1146 of the Bankruptcy Code, the issuance of the Indenture and ~~notes~~Prepetition Lender Notes thereunder, or the incurrence of Priority Lien Debt, and the creation of any mortgage, deed of trust, lien, pledge, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under the Indenture ~~or~~, Collateral Documents, Priority Lien Debt, or Priority Lien Documents is in furtherance of or in connection with the Plan, and so shall not be subject to any stamp, transfer, mortgage recording, or other similar tax (collectively, the “Taxes”). The Indenture and any Prepetition Lender Notes issued pursuant to it are exempt from and outside the purview of the Trust Indenture Act.

8. Each Governmental Authority shall be bound by this Order; and shall accept for filing this Order as contemplated in paragraph 6 ~~of this Order~~, and any other Mortgages or fixture filings pursuant to the Indenture and/or the Collateral Documents, without payment of any Taxes.

9. ~~Unrelated to the Indenture, the Plan Sponsor shall consult with counsel to the Prepetition Lenders regarding progress towards a closing on the Exit Facility and in addition provide management prepared financial statements for the Reorganized Debtor for the calendar quarters ending on March 31, 2018 and June 30, 2018 within 15 days of such quarter end.~~In accordance with the agreement reached through Mediation:

a. The Indenture Trustee shall be an intended third party beneficiary of:

i. the obligation under the operating agreement of Chippewa Capital Partners, LLC (the “Chippewa Operating Agreement”) for Nubai Global Investment Limited and/or DSA Investments Inc. (collectively, “DSA”) to fund the remaining portion of its \$250

million equity commitment in the aggregate (to the extent such equity has not been funded as of the Effective Date) (the “**Remaining Equity Contribution**”) on the terms below; and

ii. Chippewa’s obligation to contribute to the Issuer any Contributable Funds on the terms below.<sup>6</sup>

b. In the event the Remaining Equity Contribution has not been funded (from DSA or any other source, for example, if the Chippewa Members voluntarily choose to fund the balance of DSA’s Remaining Equity Contribution) to Chippewa Capital Partners, LLC (“Chippewa”), and Chippewa and/or the other members of Chippewa (the members of Chippewa other than DSA, the “Chippewa Members”) fail to file suit or any other action against DSA by June 30, 2018, then the Indenture Trustee may file a suit or any other action against DSA on behalf and in the name of Chippewa seeking enforcement of DSA’s Remaining Equity Contribution.

c. In the event the Remaining Equity Contribution has not been funded (from DSA or any other source, for example, if the Chippewa Members voluntarily choose to fund the balance of DSA’s Remaining Equity Contribution) to Chippewa, and Chippewa and/or the Chippewa Members have filed suit or any other action against DSA by June 30, 2018, then after June 30, 2018 the Indenture Trustee may intervene in the filed suit or other action as a plaintiff against DSA on behalf and in the name of Chippewa seeking enforcement of DSA’s Remaining Equity Contribution.

d. In the event the Remaining Equity Contribution has not been funded (from DSA or any other source, for example, if the Chippewa Members voluntarily choose to fund the balance of DSA’s Remaining Equity Contribution) to Chippewa, and Chippewa and/or the

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<sup>6</sup> “Contributable Funds” means cash held by Chippewa (i) that was received from DSA to satisfy all or a portion of DSA’s Remaining Equity Contribution to Chippewa (or from any other source that voluntarily funds the balance of DSA’s Remaining Equity Contribution), if any, and (ii) that Chippewa has an obligation to contribute

Chippewa Members have filed suit or any other action against DSA by June 30, 2018, then after June 30, 2018 Chippewa, the Chippewa Members and the Indenture Trustee shall cooperate and determine jointly whether any other suit or action against DSA on behalf and in the name of Chippewa is desirable to seek enforcement of DSA's Remaining Equity Contribution and, in that event, shall cooperate in such other suit or action; *provided, however*, that in the event the Indenture Trustee determines that Chippewa and/or the Chippewa Members are unreasonably delaying the prosecution of any such other suit or action, the Indenture Trustee may do so after June 30, 2018.

e. Chippewa, the Chippewa Members and the Indenture Trustee shall consult with one another regarding any suit or other action seeking enforcement of DSA's Remaining Equity Contribution and, where possible, agree as to the manner, strategy and other aspects regarding its prosecution. Chippewa, the Chippewa Members and the Indenture Trustee shall execute a mutually acceptable, joint defense, common interest and confidentiality agreement concerning any such suit or other action. The Indenture Trustee shall be entitled to the applicable benefits of the Indenture, including without limitation, Sections 7.01(e) and 7.07(b) in connection with its prosecution of any such suit or action.

f. In the event Chippewa has received Contributable Funds and has not contributed such funds to the Issuer, the Indenture Trustee may file a suit or any other action against Chippewa on behalf and in the name of the Issuer seeking enforcement of Chippewa's obligation to contribute the Contributable Funds to the Issuer. The Indenture Trustee shall be entitled to the applicable benefits of the Indenture, including without limitation, Sections 7.01(e) and 7.07(b) in connection with its prosecution of any such suit or action.

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to the Issuer pursuant to the terms and conditions of the operating agreement of the Issuer (the "**Issuer Operating Agreement**").

g. The Indenture Trustee's rights under paragraph 9(a - i) of this Order shall terminate on the date the Remaining Equity Contribution is received by Chippewa (from DSA or any other source, for example, if the Chippewa Members voluntarily choose to fund the balance of DSA's Remaining Equity Contribution) and the full \$250 million of equity funding in the aggregate has been funded to the Issuer; *provided*, that Chippewa and/or the Chippewa Members shall be entitled to continue the prosecution of any suit or other action thereafter on behalf and in the name of Chippewa in place of the Indenture Trustee. All cash Investment amounts and/or equity contributions made, or deemed made by Chippewa, through the Effective Date of the Plan or thereafter shall be counted in determining whether the full \$250 million of equity funding in the aggregate has been funded. Any payment or recovery (net of amounts payable to the Indenture Trustee pursuant to Section 7.07(b) of the Indenture in connection with its prosecution of such enforcement action) in connection with the Remaining Equity Contribution shall constitute the property of Chippewa and be immediately turned over to it in satisfaction of the Remaining Equity Contribution, in whole or in part, as applicable, of which Chippewa shall then immediately contribute to the Issuer the amount or portion thereof, if any, necessary to satisfy Chippewa's \$250 million equity commitment in the aggregate that has not been funded prior thereto. Any agreement or obligation to contribute equity and/or any right, claim or cause of action to enforce any agreement or obligation to contribute equity, as to each as to Chippewa and/or Mesabi, and any payment or recovery on any of the foregoing, shall not constitute collateral or proceeds thereof under the Indenture, and there shall be no Lien thereon, on the Effective Date or thereafter unless and until it shall constitute collateral under the Indenture and Priority Lien Documents.

h. Pursuant to the Chippewa Operating Agreement and this Order, Chippewa's members consent to the jurisdiction of the United States District Court for the District

of Delaware for enforcement of the equity contribution obligations in the Chippewa Operating Agreement and DSA agrees to accept service by certified mail or registered mail in an enforcement action at its address at Level 28G, Silver Tower, Cluster 1, Jumeriah Lake Towers, P.O. Box 393324 Dubai, United Arab Emirates, Attn.: John Oram.

i. Pursuant to the Issuer Operating Agreement and this Order, Chippewa consents to the jurisdiction of the United States District Court for the District of Delaware for enforcement of the equity contribution obligations in the Issuer Operating Agreement.

j. Chippewa's equity interest in the Issuer shall be pledged to the Collateral Agent as collateral under the Indenture, and any remedy with respect such pledge shall be enforceable under the terms of the Indenture and the Uniform Commercial Code upon the occurrence of an Event of Default under the Indenture that remains uncured after any applicable notice or grace period. Such pledge shall be subordinated to the pledge of Chippewa's equity interest in the Issuer to the collateral agent or lenders of the Priority Lien Debt, upon the closing on the Priority Lien Debt provided for in section 4.09(b)(3) of the Indenture (a "**Priority Lien Closing**").

k. Starting with the month ended January 31, 2018 and ending upon the Priority Lien Closing under section 4.09(b)(3) of the Indenture, the Reorganized Debtor shall provide a monthly cash report by the 15th day of the following month to the Indenture Trustee and to the existing counsel to the Prepetition Lenders (the "**Recipients**"). Until the Priority Lien Closing under section 4.09(b)(3) of the Indenture, the Recipients may also, upon at least 5 business days' notice, request a call with the Reorganized Debtor and its professionals at a mutually convenient time for an update on construction of the Project, payment of post-Effective Date

vendors on the Project, progress towards closing on the Priority Lien Debt and/or related matters (subject to any confidentiality restrictions which may be in place with respect to such information).

1. The right to pursue collection and/or enforcement of the cost judgment entered by the United States District Court for the District of Minnesota on May 26, 2017 (Case No. 09-cv-3037), in favor of the Debtors and against Great Lakes Gas Transmission Limited Partnership, shall be a right of the SC Litigation Trust on the Effective Date.

10. Any action taken by the Indenture Trustee pursuant to this Order shall be at the direction of Holders of the requisite principal amount of Notes.

11. Notwithstanding anything to the contrary in the Plan or the SC Litigation Trust Agreement, the beneficial interests in the SC Litigation Trust shall be freely transferable.

12. This Order shall be null and void if the Effective Date does not occur on or before December 31, 2017, or such later date as is agreed by counsel to the Debtors, Plan Sponsor and Prepetition Lenders, each acting in its sole discretion. In the event this Order is rendered null and void pursuant to the prior sentence, absent an agreement otherwise by the Debtors, Plan Sponsor and Prepetition Lenders, the Motion will be reset for a hearing within 10 days (subject to the Court's calendar), and a new deadline set for the Project Finance Lenders' objection and any reply.

13. In the event of any inconsistency between this Order, on the one hand, and the Indenture, the Chippewa Operating Agreement, the Issuer Operating Agreement, the Plan and/or the Confirmation Order, on the other hand, this Order shall govern and control.

14. ~~10.~~ This Court shall retain jurisdiction to interpret and enforce this Order. Any and all disputes concerning the subject matter of this Order, or the filings and recordings made in accordance with paragraph 6 of this Order, shall be adjudicated by the Court.

Dated: ~~November~~December , 2017  
Wilmington, Delaware

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Honorable Brendan L. Shannon  
United States Bankruptcy Judge



Document comparison by Workshare Compare on Monday, December 11, 2017  
8:31:29 PM

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Description	#93898884v1<AMERICAS> - ESML - Revised Order on 1142(b) Motion to Implement Indenture [FILED 11.29.17]
Document 2 ID	interwovenSite://AMERICAS_DMS/AMERICAS/93975265/2
Description	#93975265v2<AMERICAS> - ESML - Further Revised Order on Motion to Implement Indenture Revisions
Rendering set	Standard

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Padding cell	

Statistics:	
	Count
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Deletions	23
Moved from	1
Moved to	1
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Format changed	0
Total changes	92

**EXHIBIT 1**

Further Revised Indenture and Blackline

*[To come]*

**EXHIBIT 2**

Revised Security Agreement and Blackline

*[To come]*