



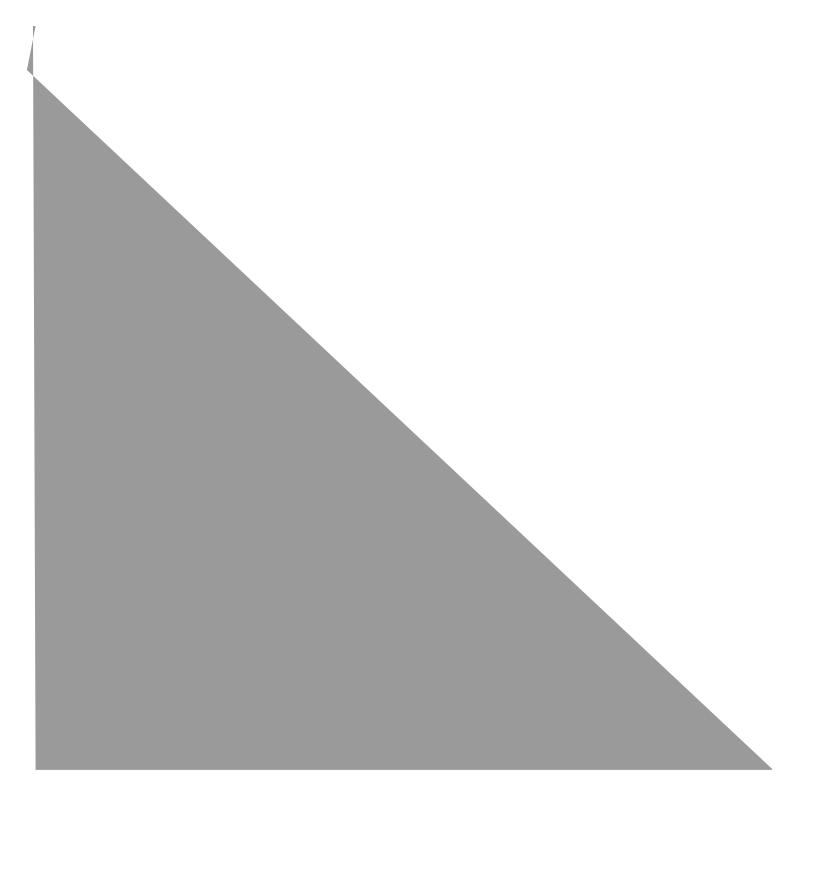
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These decreases partially were offset by increased sales to one customer in the 2016 period compared to the prior year period due to timing and favorable weather in the current year allowing for higher shipments to certain customers.

• The average year-to-date realized product revenue rate declined by \$8.83 per long ton or 9.5 percent to \$83.87 per long ton in first three months of 2016, which resulted in a decrease of \$16.1 million. This decline is a result of:

Changes in customer pricing negatively affected

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ARTICLE 12 Satisfaction And Discharge

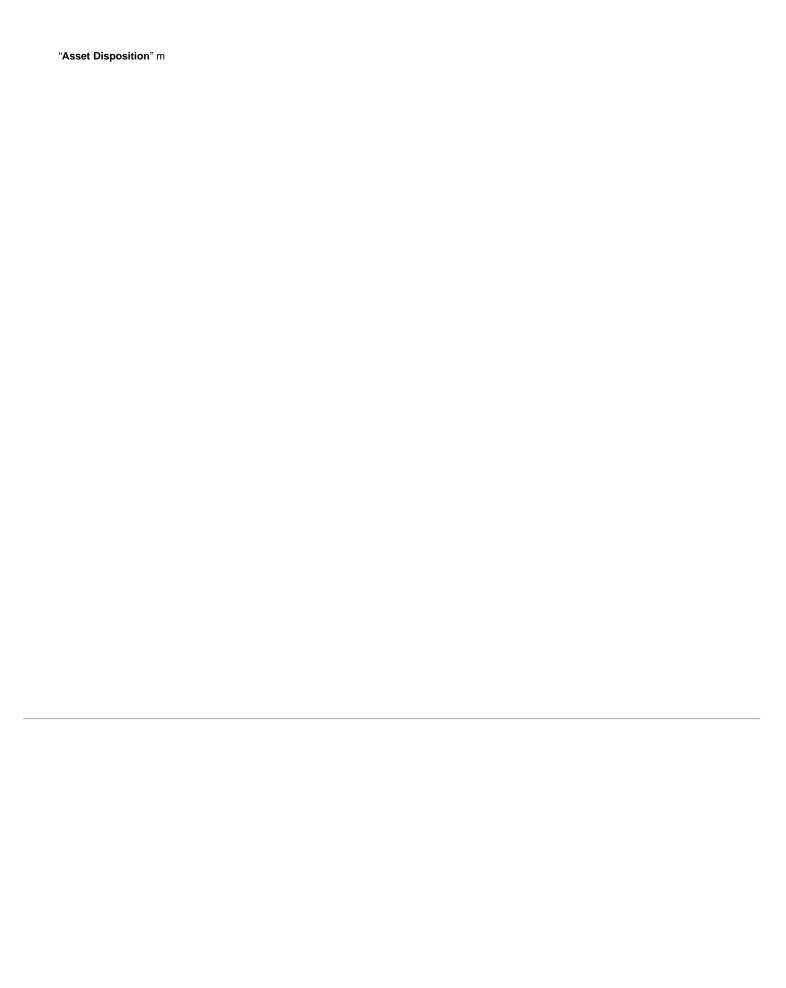
Section 12.01. Satisfaction and Discharge

Section 12.02.

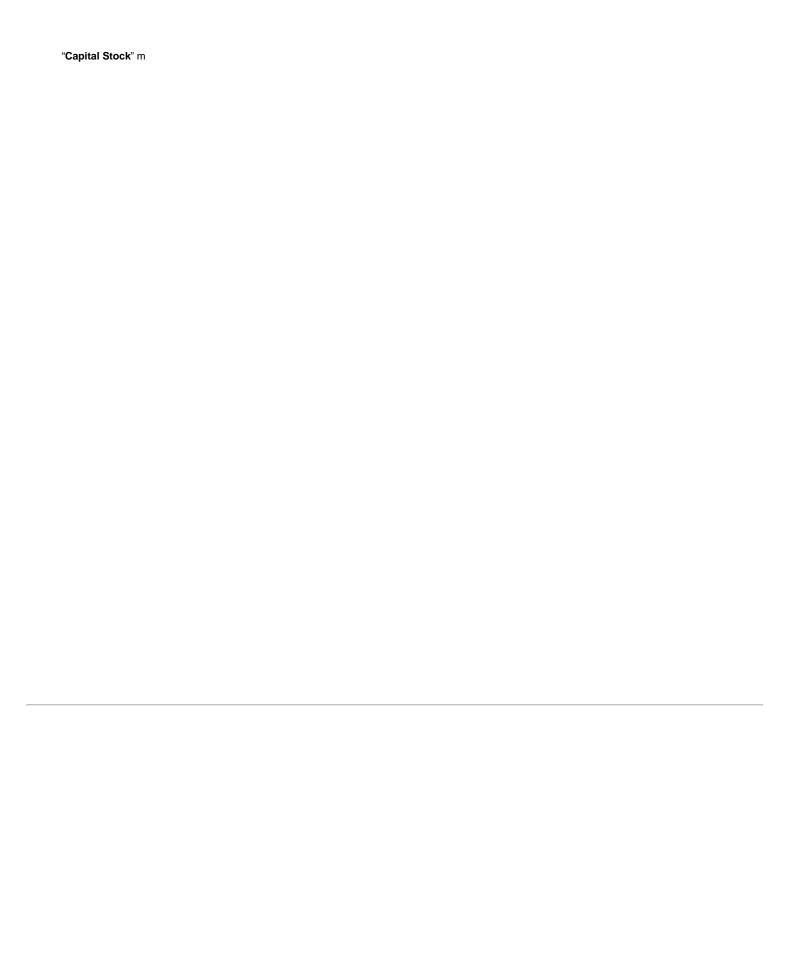
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Agent and Controlling Fixed Asset Collateral Agent (each as defined in the agreement referred to in clause (a) of the definition of "Notes Intercreditor Agreements"), U.S. Bank National Association, as Second Lien Notes Collateral Agent (as defined in the agreement referred to in clause (a) of the definition of "Notes Intercreditor Agreements"), and acknowledged by the Company and the Guarantors, supplementing the ABL Intercreditor Agreement.

"Additional Junior First Lien Indebtedness" means any Additional Notes and any additional Debt that is secured by Liens on the Collateral that are pari passu with the Liens securing the Notes and is permitted to be incurred pursuant to Section 3.05; provided that with respect to such additional Debt (i) the representative of the holders of such additional Debt executes a joinder agreement to the applicable collateral documents in respect of the Notes, in each case in the form attached thereto, agreeing to be bou



respective affiliates pursuant to or evidenced by a Bank Product Agreement and irrespective of wheto			

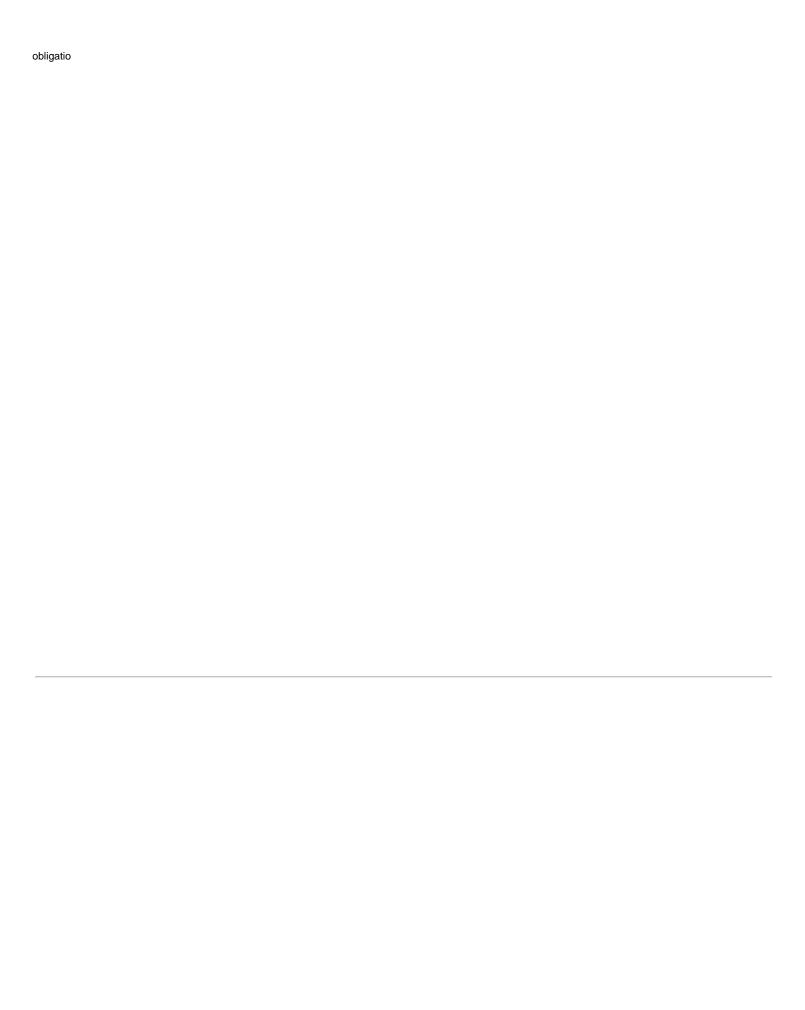


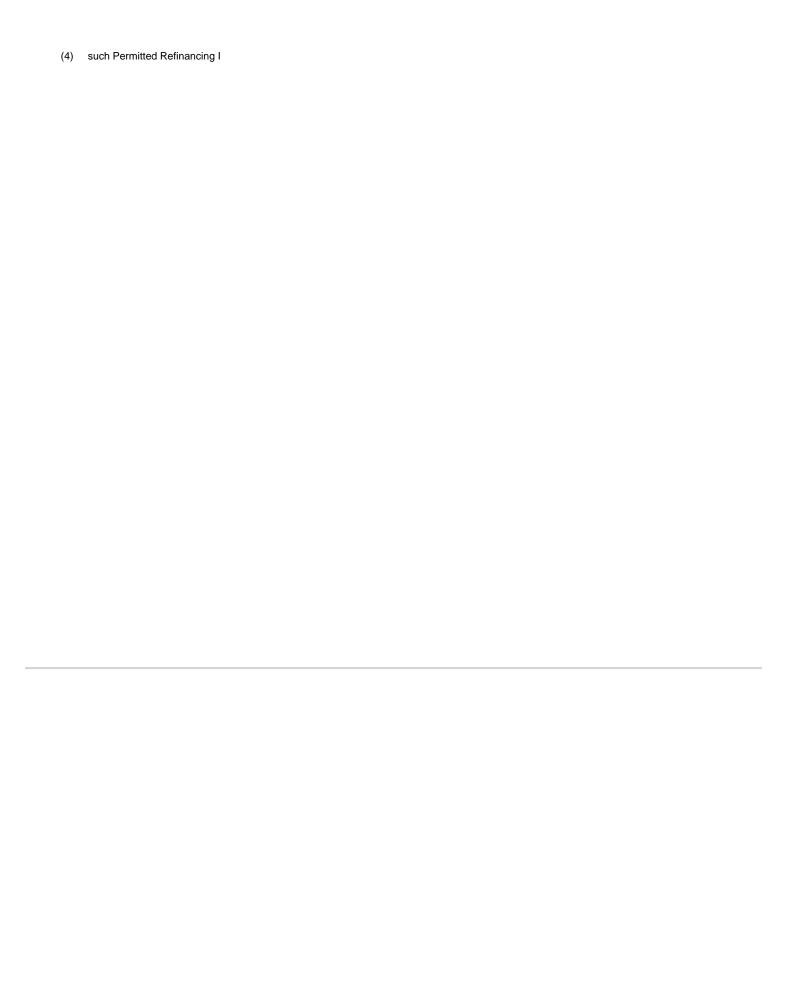
(vi)	any gains or losses due to fluctuations in currency values and the related tax e u

National Association, Attention: Corporate Trust Services/Account Administrator, 1350 Euclid Avenue, Mail Code: CN-OH-RN11, Clevelan-	

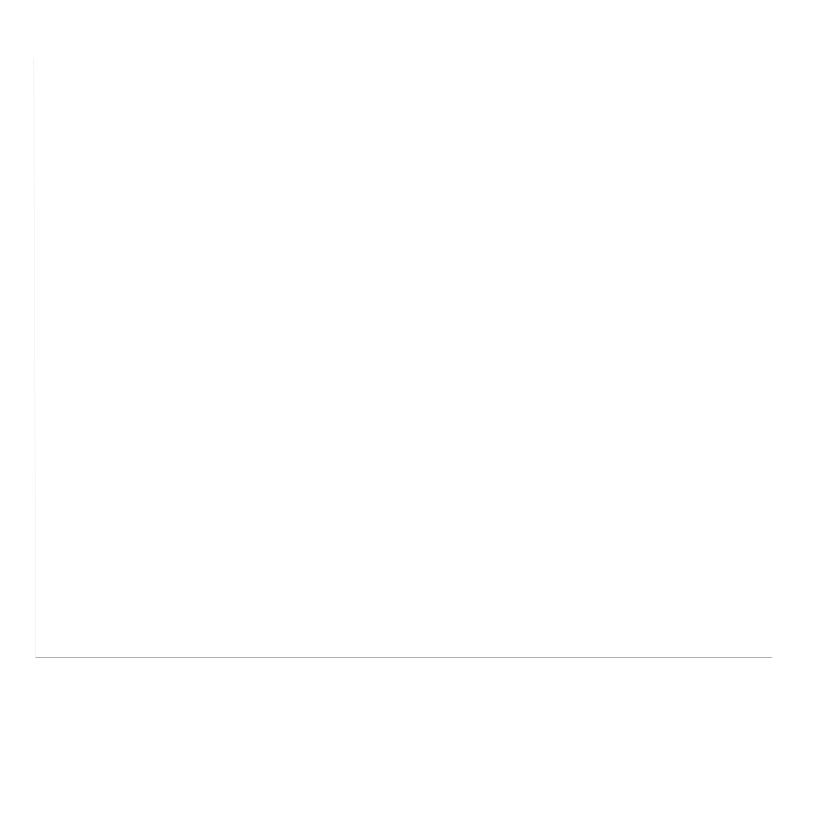
"Discharge of First Lien Notes Obligations	" means, except to the exten	t otherwise expressly provide	ed in the Intercreditor Agreements	s, (

Intercreditor Agreement	s" means the ABL Intercre	ditor Agreement and th	e Notes Intercreditor	Agreements	
	s a rating of Baa3 or bette			rigicomenia.	
investment Grade mear	s a rating of baas of bette	is by Moody's (or its eq	uivai <del>u</del> iiea		





"Second Lien Notes" means the 7.75% Second Lien Senior Secured Notes due March 31, 2020 of the Company issued on March 30, 2015 pure the Second Lie e	suant to



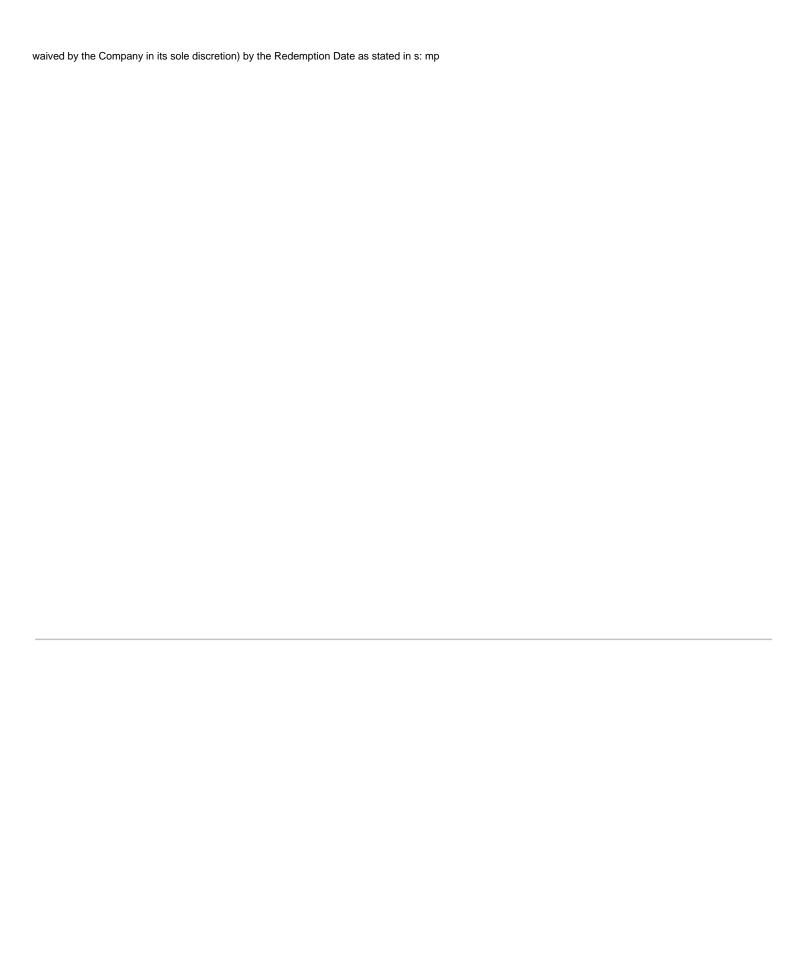
ACCORDANCE WITH THE TERMS OF THE INDENTURE. TERMS IN THIS LEGEND ARE USED AS USED IN REGULATION S UNDER THE SECURITIES ACT.

(iii) each Global Note, whether or not an Initial Note, shall bear the following legend on the face thereof

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF C

(f)	Retention of Written Communications. The Registrar shall retain copies of all letters, notices and other wro

The Paying Agent will promptly mail or deliver (but in any case not later than five days after the Change of Control Payment Date) to each Holder of Notes properly tendered the Change of Control Payment to the extent it has been received for such Notes, and the Trustee, upon receipt of the Officer's Certificate referred to in clause (iii) above, will promptly authenticate and mail or otherwise deliver (or cause to be transferred by book entry), at the Company's expense, to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; , w



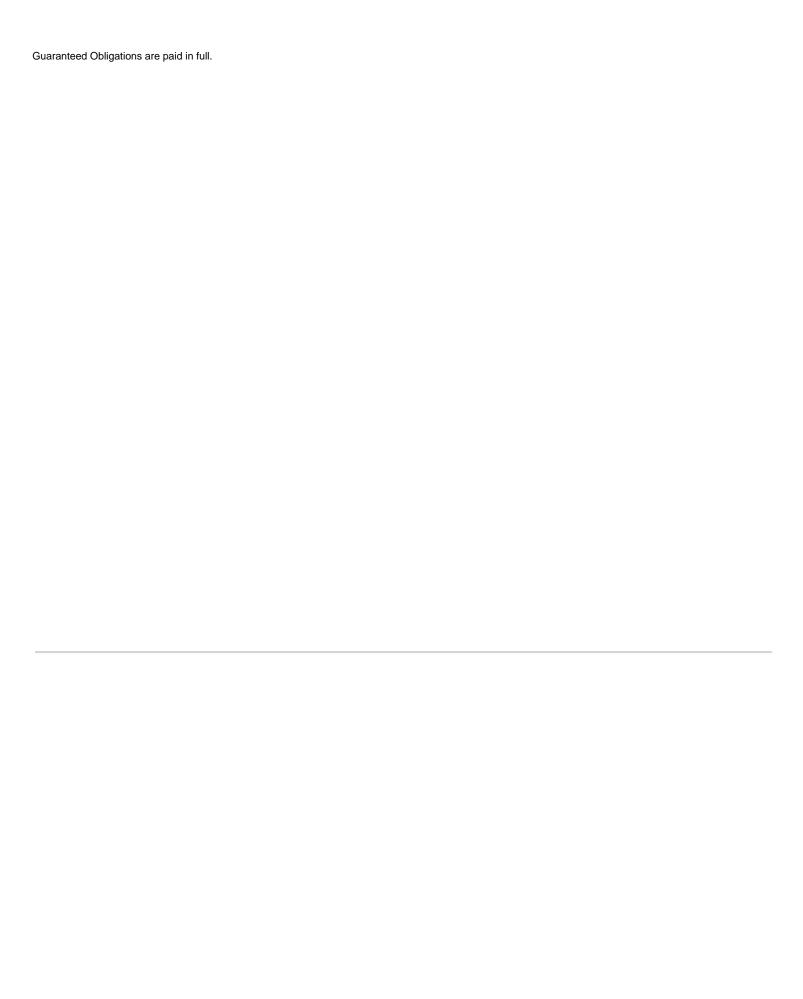
Without limiting the generality of the foregoing, it is understood and agreed that if the Notes are accelerated or otherwise become due prior to their naturity date, in each clayor w.	

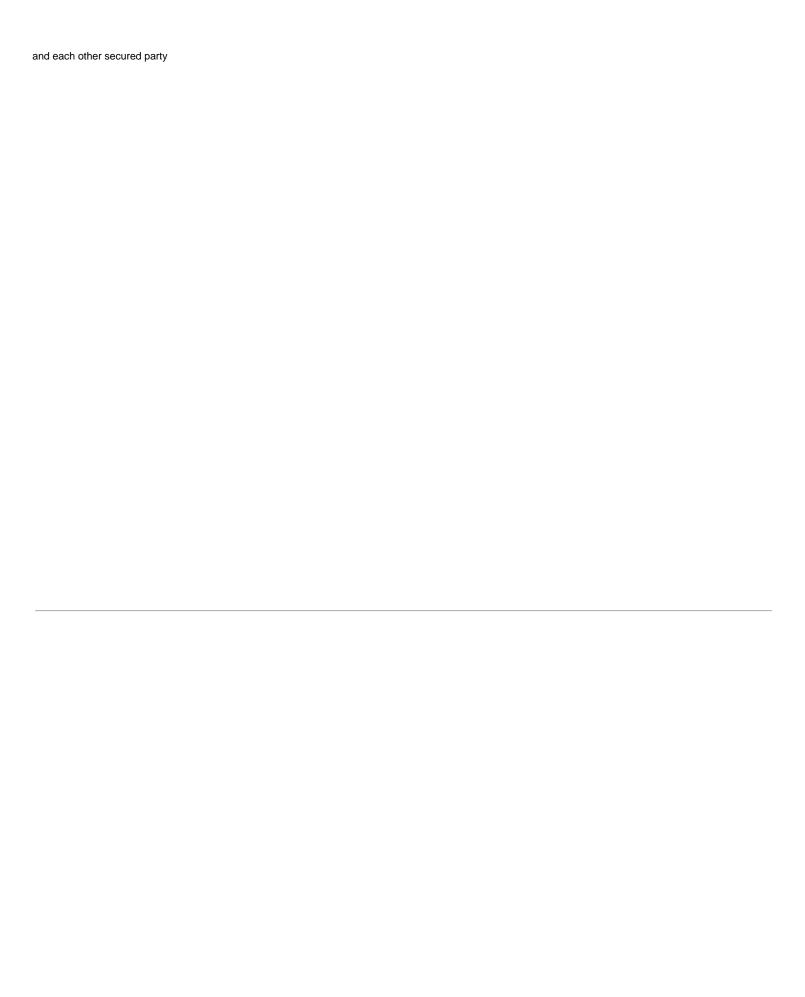
furnished to t	

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of at least 10% in aggregate princi

(e)	[Reserved];
(f)	to conform the text of this Indenture, the Guarantees, the Notes or the Collateral Documents to any provision of tho

(c)	Each Guarantor agrees (to the extent permi mi mi m







THE CLEVELAND-CLIFFS IRON COMPANY CLF PINNOAK LLC

## [REVERSE SIDE OF N

inder clauses (h) and (i) of this Section 12 occurs, then all outstanding Notes will become due and payable immediately without further action o d i f T	

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## ARTICLE 2. Other Terms a

CLIFFS NATURAL RESOURCES INC.

5.6	Adjustments.	The Cash Incentive Award evidenced by this Agreement is subject to mandatory adjustment	N

<b>5.13</b> Headings. Headings are given to the articles or sections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in ½ ¤	

- I, Lourenco Goncalves, certify that:
- 1. I have reviewed this qua yo

(1) Amounts