

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ^{app} ~~part~~ ~~of~~ ~~large~~ ~~accelerated~~ ~~filings~~

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See S

TABLE 1

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. In the prospectus shall not be available to sell or the solicitation of an offer to buy nor shall there be any sale or

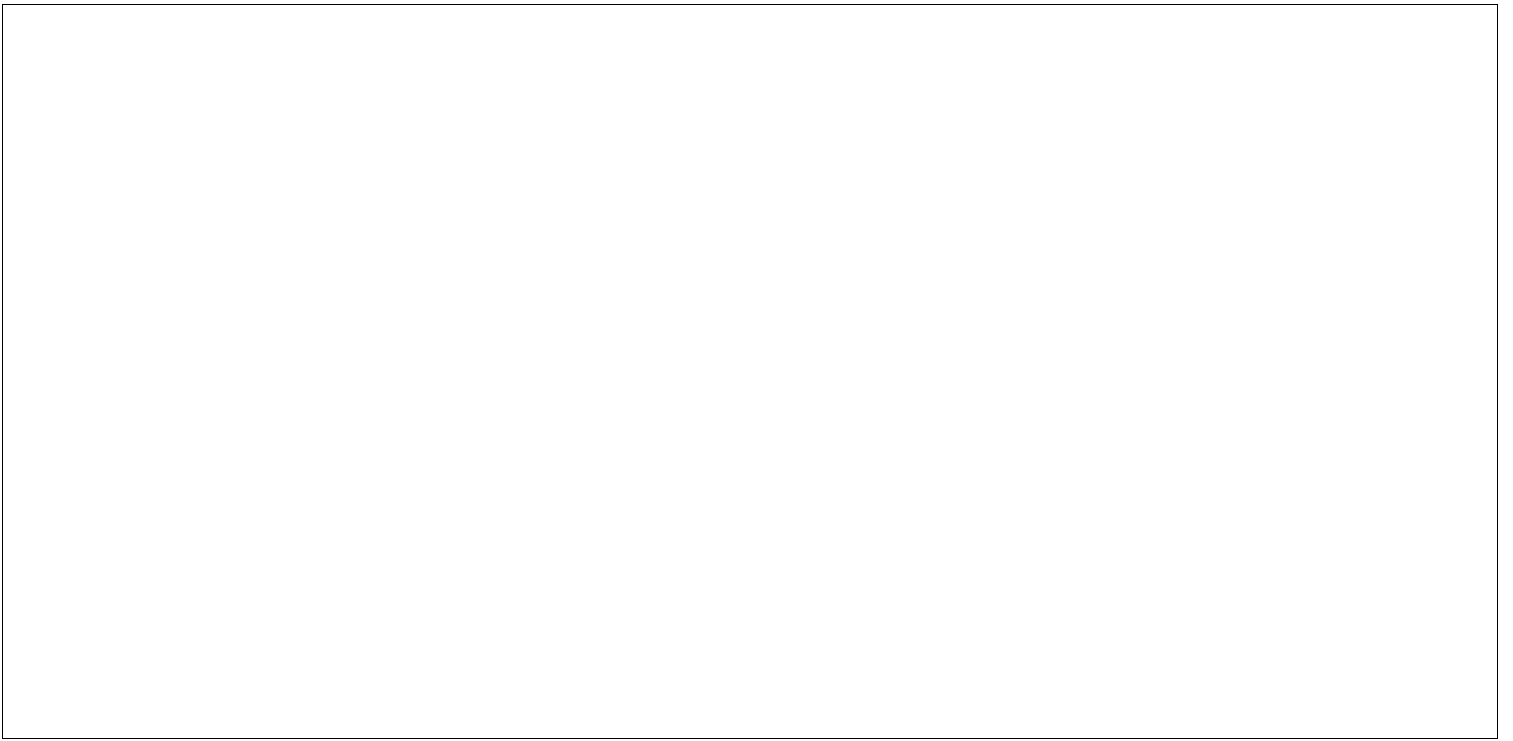
- severe financial hardship, bankruptcy, temporary or permanent shutdowns or operational challenges, due to the COVID-19 pandemic or otherwise, of one or more of our major t l ees,fill fin



SUMMARY

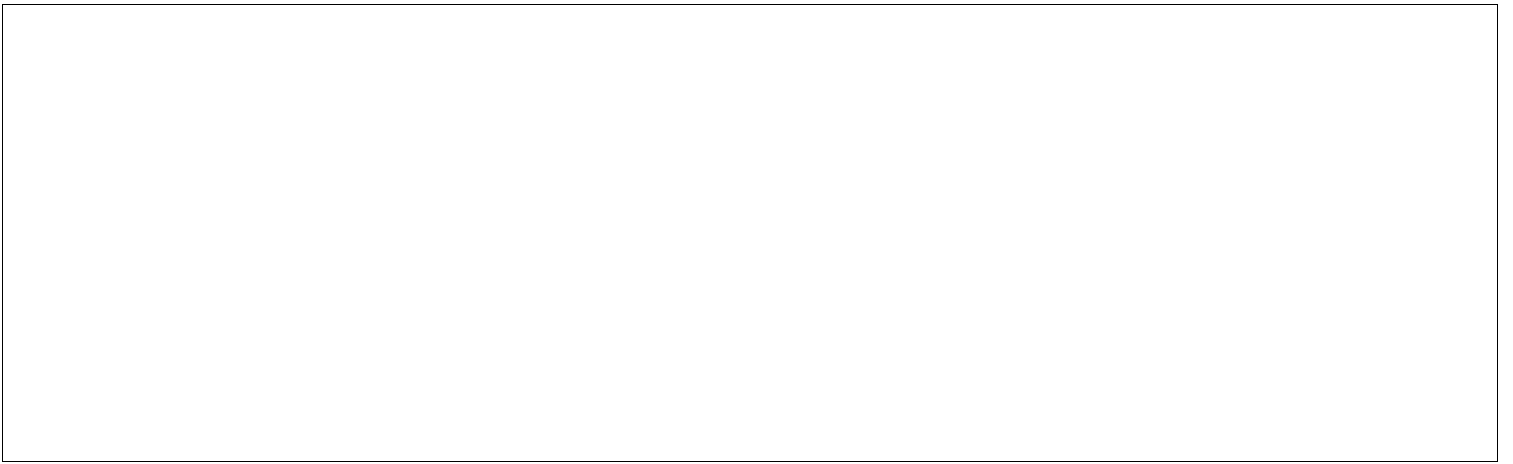
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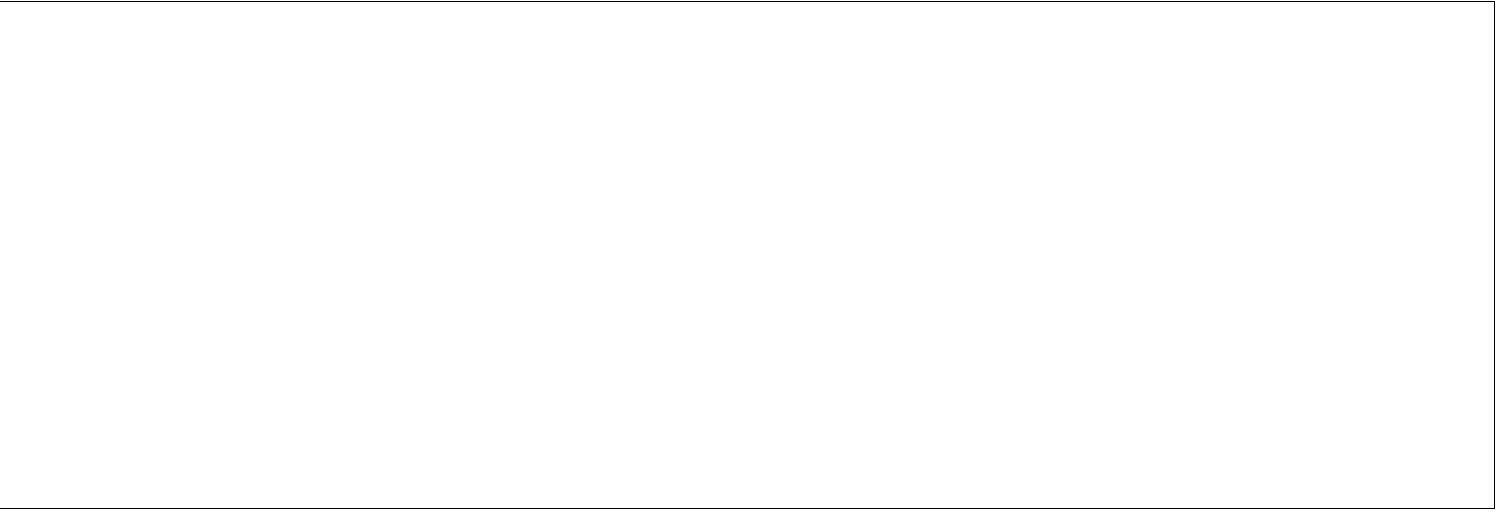
On February 17, 2021, we issued \$500 million aggregem



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Ranking

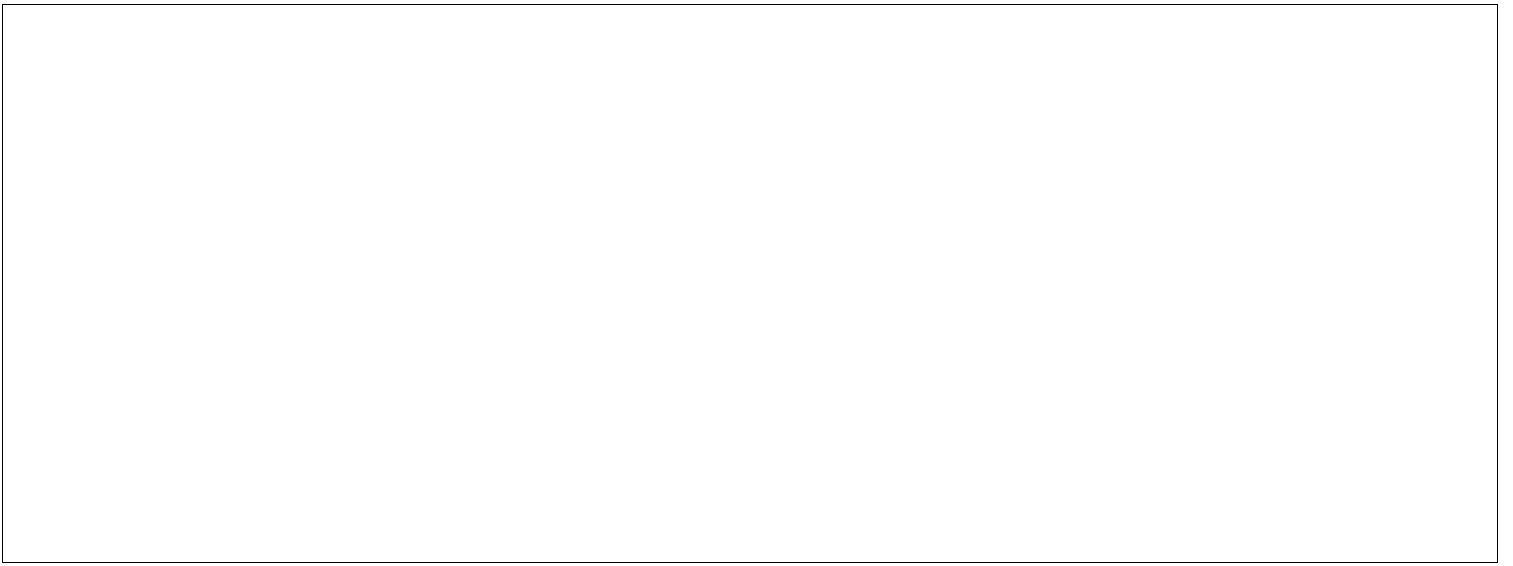
The

Summary Historical Financial Data of ArcelorMittal USA LLC and Affiliates

The table below sets forth summary historical financial data r

Summary Historical Financial Data of I/N Tek

The table below s



- enter into certain transactions with affiliates.

Additionally, the restrictions in the indenture governing the Notes limit our ability, among other things, to incur certain secured indebtedness; enter into certain sale and leaseback transactions; and merge, consolidate or amalgamate with another company.

As a result of these covenants and restrictions, we are limited in how we conduct our business and we may be unable to raise additional debt or eYd ¼'

effect to the February 2021 Financing Transactions and our borrowing of an additional \$260 million under

increase, the m

THE EXCHANGE OFFER

Purpose of the Exchange Offer

We are mak

all liens, restrictions (other than restrictions on transfer), charges and encumbrances and that the tendered Original Notes are not and will not be subject to any adverse claim. The transferor will be required to also agree that it will, upon request, execute and deliver any additional documents deemed by the exchange agent or us to be necessary or desirable to csi

If satisfactory evid

1.25%, the floating rate a

- cross default to material indebtedness;
 - failure to make payments under any
-

DESCRIPTION

The notes will



- is effectiv



has not been satisfis

will comply with A

The restrictions described above do not apply to a sale and leaseback

Events of Default

The term "event of default" with respect to the notes means any of the following:

- (1) a default in the payment of any interest on the notes, when such payment becomes due and payable, and continuance of that default for a period of 30 days (unless the entire amount of the payment is deposited by Cliffs with the Trustee or with a paying agent prior to the expiration of such period of 30 days);
-

the indenture relating to the duties of the Trusts t r



within one year (including as result of the mailing or sending to



recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively o y~~6~~

of the gross book value of all Mobile EquibE il_jqq %llgroib qd q oo1E% bo/q% 16E Efe0/34qr afsooE l qlu% of allooqil il_lqq% qo b qo% q l il... %



"Change of Control Triggering Event" means, with respect to the nbh

- (ii) the net income (or net loss) of any Person (other than a Subsidiary) in which such Person or any of its Subsidiaries has an equity interest in, except to the extent of the amount of dividends or other distributions actually paid to the such Person or its Subsidiaries during such period;
 - (iii) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to asset sales or dispositions, in each case other than in the ordinary course of business;
 - (iv) any net after-tax extraordinary gains or losses;
- (~~Year 10~~ %)
-

(3) the U.S. dollar-equivalent

indebtedness of, one or more Foreign Subsidiaries, (viii) Wabush Iron Co. Limited and (ix) any Subsidiary of a Person described in the foregoing, any

*Mobile E



insurance carriers under insurance arrangements in respect of such obligations, or good faith deposits, prepayments or cash payments in connection with bids, tenders, contracts or lb,

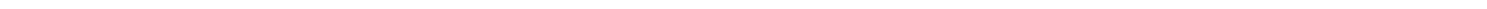
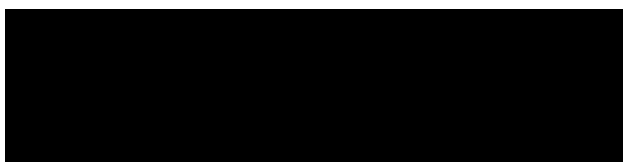


maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, ex

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following -

each such person acknowledges that the Plan in



stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the directors derived an improper personal benefit.

The certificates of incorporation of Cleveland-Cliffs Steel Corporation, Cleveland-Cliffs Steel Holding Corporation, Cleveland-Cliffs Steel Management Inc., Cleveland-Cliffs Steel Properties Inc., Cliffs Mining Company and Cliffs Minnesota Mining Company provide for the limits

Cleveland-Cliffs Burns Harbor LLC, Cleveland-Cliffs Cleveland Works LLC, Cleveland-Cliffs Columbus LLC, Cleveland-Cliffs Monessbe

Burns Harbor LLC, Cleveland-Cliffs Columbus LLC, Cleveland-Cliffs Plate LLC and Cleveland-Cliffs Steelton LLC are also authorized to pur

Michigan

Cliffs TIOP, Inc. and Lake Superior & Ishpeming Railroad Company are incorporated under the laws of the State of Michigan.

Under Section 561 of the Michigan Business Corporation Act ("MBCA"), a Michigan corporation may indemnify a person who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the corporation, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the re

fees, reasonably incurred by him or her in connection with any action, suit or proceeding (whether civil or criminal) to which he or she may be made a pp 34k

(2) in connection with any other proceeding with respect to conduct for which

Item 22. Undertakings.

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SIGNATURES

Pursuant to the requirements of the Securities Squ

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Pursuant to the requirements of the Securities Act of 1



SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on March 12, 2021.

CLEVELAND-CLIFFS**Inc**

SIGNATURES

Pursuant to th

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Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on Ma

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Annex A

Covered Guarantors

Guarantor

**Jurisdiction of
Incorporation or Organization**

Cannon Automotive Solutions – Bowling Green, I-Automotive oAet n A

**Annex B
Other Guarantor**

Juri

Guarantor





III.
QUALIFICATIONS

Notwit



(t) Each of the documents examined by us co c

(n) Federal and sd4

ANNEX A

Transactid™

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this statement of financial statements of the information contained in the following documents:

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned mabg

POWER OF ATT3

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors and officers of Cleveland-Cliffs Steel Corporation, a Delaware corporation (the "Registrant"), hereby constitute and appoint C. Lourenco Goncare

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors and officers of Cleveland-Cliffs Steel Holding Corporation, a Delaware corporation (the "Regio e

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors and officers of d

POWER OF ATT3

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors and officers of Cleveland-Cliffs Steel Properties f fn

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors and officers of Cleveland-Cliffs Tek Inc., a Delaware corporation (the "Registrant"), hereby constitute and appoint C. Lourenco Gonca6o oureenc0 ncococtt ant o

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EXHIBIT 24.26

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned authorized officer of the sole member and officers of Cliffs TIOP Holding, LLC, a Delaware limited liability company (the "Registrant"), hereby constitute and appoint C. Lourenco Goncha

POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS, that the undersigned mabg

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors and officers of Precision Partners Holding Company, a Delaware corporation
(the E £ i >

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors and officers of The Cleveland-Cliffs Iron Company, an Ohio corporation (the "Registrant"), hereby constitute and appoint C. Lourenco Goncalves, Cliffora

POWER OF ATTORNEY

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

SET





Please read the accompanying instructions.



**INSTRUCTIONS FORMING PART OF
THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER**

1. BOOK-ENTRY CONFIRMATIONS. Any confirmation of a book-entry transfer to the exc

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6. Withdrawal Rights. Original Notes tendered pursuant tl