

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

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**Item 1.01. Entry into a Material Definitive Agreement.**

On September 14, 2004, certain subsidiaries of Cleveland-CI

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CONFIDENTIAL TREATMENT  
CLEVTRTR

The terms quoted in the above parentheses of the first introductory paragraph of this Agreement and the WHEREAS clause, other terms quoted throughout this Agreement, and the terms defined below in this Section 1 shall have the meanings assigned to them for purposes of this Agreement. AttCquoi

SECTION 4. - NOTIFICATION AND NOMINATION.

(a). Witl

CONFIDENTIAL MATERIAL HAS BB





[\*\*\*\*]. Cliffs shall issue an invoice or credit memo, as the case may be, to Steel, and payment from Cliffs to Steel or Steel to Cliffs, as the case may be, shall be made by June 15 of that year.

(d). During the term of this Agreement, Cliffs shall have the right to conduct, at Cliff's expense, pellet stockpile sud



Cliffs assumes the obligation for arranging and providing appropriate vessels for the transportation of the Cliffs Pellets delivered by Cliffs to SteelCr

provided, however, that any party may change the address to which notices or other communications to it shall be sent by giving to the other party written notice of such change, in which case it to which of c 'ca

(f). All the covenants, stipulations and agreements herein contained shall inure to the benefit of and bind the parties hereto and their respective successors, transferees and permitted assigns, and any of the latter's subsequent successors, transferees and permitted assigns.

SECTION 18. - WAIVER.

No waiver of any of the terms of this Agreement shall be valid unless in writing. No waiver or any breach of any provision hereof or default under any provisions hereof shall be deemed a waiver of any subsequent breach or default of any kind whatsoever.

SECTION 19. - CONFIDENTIALITY.

(a). Cliffs and Steel ackn9Ba\*Cteel acknE

delivery of this Agreement by Cliffs and the performance





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C. TUMBFF

LETTER "V" DENOTES - ANALYSIS TO BE PROVIDED ON EACH VESSEL SHIPMENT  
LS OF PELLETS S CN9 IPMENT

LETTER "SA" DENOTES - ANALYSIS TO BE DONE ON A COMPOSITE SAMPLE OF  
SEMI-ANNUAL VESSEL SHIPMENTS

LETTER "M" DENOTES gANALYSIS N SEN9è



