

Registration No. _____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

CLEVELAND-CLIFFS INC
(Exact name same as on Form C-2)

- (1) Annual Report of the Company on Form 10-K for the fiscal year ended December 31, 1993;
- (2) Quarterly Reports of the Company on Form 10-Q for the fiscal quarters

reference)

(d) Northshore Mining Company and Silver
Bay Power Company Retirement Savings
Plan, dated October 3, 1994

(e) T. Rowe Price Trust Company Trust
Agreement, dated October 10, 1994

23 Consent of Independent Auditors

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liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling per...tini

R. S. Colman

*J. D. Ireland III

Director

November.b

By: /s/ Cynthia B

NORTHSHORE M

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| 9.1 | APPOINTMENT OF PLAN ADMINISTRATOR | 28 |
| 9.2 | INFORMATION TO BE MADE AVAILABLE TO PLAN ADMINISTRATOR | 29 |
| 9.3 | DUTIES AND POWERS OF PLAN ADMINISTRATOR | 29 |
| 9.4 | | |

Cleveland-Cliffs Inc and Cliffs Minnesota Minerals Company and Cyprus Amax Minerals Company, as amended (the "Stock Purchase Agreement"), as "Closing Date" is defined in such Stock Purchase Agreement.

2.14 "Employee" means any person now or hereafter in the employ of the Company at Company locations in the United States, and United States citizens at other locations while being paid on the United States payroll, including officers of the Company, but excluding (i) employees included in a unit of employees covered by a collective bargaining agreement between employee representatives and the Company if there is evidence that retirement benefits were the subject of good faith bargaining between such employee representatives and the Company, (ii) directors who are not employed by the Company in any other capacity, (iii) independent contractors, (iv) Leased Employees, and (v) any employee who is a self-employed individual or owner-employee within the meaning of Section 401(c) of the Code with respect to his e'f-em

under Section 414(c) of the Code. The term shall also include each organization which is a member of an affiliated service group of which the Company is also a member,

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as determined under Section 414(m) of the Code. Finally, the term shall include any entity, other than the Company, which is required 'm

behalf of such Highly Compensated Employee would
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will be disposed of in the following order:

- [a] First, unmatched Participant After-Tax Contributions, to the extent that the return would reduce the excess amount, will be returned to the Participant;

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- [b] Second, matched Participant After-Tax Contributions, to the extent the return would reduce the excess amount, will be returned to the Participant with any Matching Company Contributions reduced as a consequence and allocated under subsec §hasgs s l ol T

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[1] the product of 1.25 times the maximum benefit dollar limitation in effect for the limitation year

[g] T. Rowe Price New America Growth Fund;

[h] Cypr

- [2] children of the Participant,
- [3] parents of the Participant,
- [4] brothers and sisters of the Participant, or
- [5] the Participant's estate.

foreclosure on the mortgagor

[e] Interest on Loan: Interest charged on loans will be a commercially reasonable rate published for the first business day of the month immediately preceding the month in which a written directive for a loan is received by the Plan Administrator.

[f] All

11.1 TERMINATION OF PLAN: Continuation of the Plan is not assumed as a contractual obligation

documents and amendments (if any) shall constitute an instrument of participation hereunder.

[b] Emplo fe

NORTHSHORE MINING COMPANY

By: /s/ Cynthia B..B

assessed upon the Trust, and any expenses incurred by the Trustee in the performance of its duties, including fees for legal services rendered to the Trustee, shall, unless paid by the Employer, be paid from the Trust.

4.7 DUTIES NOT ASSIGNED. The duties of the Trustee with respect to the Trust are limited to those assumed by the Trustee under the terms of this Trust Agreement. The Trustee shall not be responsible for filing reports, returns or disclosures with any government agency except as may otherwise be required by its duties as Trustee under applicable law.

4.8 STANDARDS FOR THE TRUSTEE'S POWERS. Notwithstanding any other provision

5.5 QUALIFIED DOMESTIC RELATIONS ORDERS. It shall be the responsibility of the Employer to determine whether any domestic relations order is "qualified"

provision had not been included.

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giving of reasonable notice to the Trustee. The Trustee further agrees that it will provide the Employer with information and records that the Employer may reasonably require in order to perform audits of said records.

7.12 LAW GOVERNING. This Agreement shall be administered, construed and enforced according to the laws of the State of Maryland and applicable Federal law.

7.13 MERGER, CONSOLIDATION OR TRANSFER. In the event of the merger, consolidation or transfer of any portion of the Trust to a trust fund held under any other plan, the Trustee shall dispose of all or part, as the case may be, of the Trust, in accordance with the written directions of the Employer, subject to the ~~right of the Trustee to reserve funds as provided in Section 6.1~~ hereof. TRUSTEE AS SUCCESSION GOVERNING. This Agreement dated this 1st day of November 2004.

7.14 TRUSTEE AS SUCCESSOR TRUSTEE. If the Trustee is acting in the capacity of a Successor Trustee, the Trustee shall be deemed to have accepted the duties and obligations of the Trustee as set forth in this Agreement.

Exhibit E

