

Shares as Exhibit B thereto)

99.1 Form of letter to shareholders, dated September 19, 1997

99.2 Press release, dated September 9, 1997

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SIGNATURE

Pursuant to the requirements of Section 17

CLEVELAND-CLIFFS INC
and
FIRST CHICAGO TRUST COMPANY OF NEW YORK
RIGHTS AGREEMENT
Dated as of September 19, 1997

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applicable rules and regulatio\emulatio\M

(k) "Flip-over Event" shall mean all the

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by first-class, postage prepaid mail, to each record holder of Common shares as

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of the close of business on the Record Date, at the address of such holder shown on the records of the Company as of such date. With respect to certificates for Common Shares outstanding as of the Record Date, until the Distribution Date, the Rights will be evidenced by such certificates for Common Shares

In case any officer of the Company who shall have signed any of the Right Certificates shall cease to be such officer of the Company before countersignature by the Rights Agent and issuance and delivery by the Company, such Right Certificates, nevertheless, may be countersigned by the Rights Agent, and issued and delivered by the Company with the same force and effect as though the person who signed such Right Certificates had not ceased to be such officer of the Company; and any Right Certificate may be signed on behalf of the Company by any person who, at the actual date of

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the e1-12-

Common Shares transfer books of the Company are closed, such person shall be deemed to have become the record holder of such shares on, and such certificate shall be dated, the next succeeding Business Day on which the Common Shares transfer books of the Company are

any reclassification of securities (including any reverse stock split), or

(III) deliver to holders of the Rights historical financial statements for such issuer and each of its Affiliates which comply in all respects with the requirements for registration on Form 10 under the Exchange Act.

Notwithstanding the foregoing, upon the occurrence of any Flip-over Event, any Rights that are or were at any time beneficially owned by any Acquiring Person or any Associate or Affiliate of such Acquiring Person (which Acquiring Person, Associate or Affiliate is, directly or indirectly, causing such Flip-over Event to occur) after the date upon which such Acquiring Person became such shall become void and any holder of such Rights shall thereafter have no right to exercise such Rights under any power of attorney.

adjustment in the Purchase Price be made effective as of a record date for a specified event, the Company may elect to defer until the 09s H9

(b) The Company shall not be required to issue fractions of shares upon exercise of the Rights or to distri

performance of such obligation; PROVIDED, HOWEVER, that the Company shall use
its best efforts to have any such order, decree or ruling lifted or otherwise
overturned as soon as any otherw ertuyyyyyyyyyyyanrROVIS OayIdD,or t oid á

at lofateoEVrana,a E, at ayeertus cree

(a) The Rights Agent may consult with legal counsel (who may be legal counsel for the Company), and the opinion of such counsel shall be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.

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(b) Whenever in the performance of its duties under this Agreement the Rights Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action here...nHe

Rights as

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would have been issued i

transfer), in one or more transactions, of more than 50% of the assets or earning power of the Company and its Subsidiaries, taken as a whole, to any other Person or Persons, or (e) to effect the l f S

such supplement or amendment shall no

restriction of this Agreement is he

or of any other securities of the Company which may at any time be issuable on the exercis

Signatures on the foregoing Form of Assignment and Form of Election to Purchase and in the related Certificates must correspond to the name as lco

A copy of the Rights Agreement has been filed with the Securities and Exchange Commission as an Exhibit to a Form 8-A dated September 19, 1997. A copy of the Rights Agreement is available free of charge from the Company. This summary description of the Rights does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, which is hereby incorporated herein by reference.

September 19, 1997

To Our Shareholders:

We are pleased to inform you that your Company has adopted a new share purchase rights plan. The new rights plan replaces the Company's former existing rights plan, which expired on September 18, 1997.

This action was taken after careful study and was Mri

