
NOTI

INFORMATION CONCERNING DIRECTORS AND NOMINEES

Based upon information received from the respective Directors and nomin

executive officers. Nine of the ten nominees have no present or former employment relationship with Clear Channel.

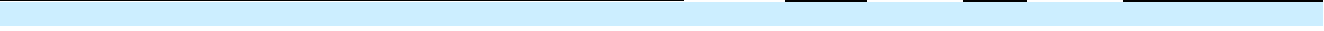
recommends changes in membership and responsibility of Board committees; and acts as the Board's Nominating Committee and Proxy Committee in the election of Directors. The Board Affairs Committee hel ring C'

specific goals established for the 3/4;

candidates for director. Candidates may come to the attention of the Board Affairs Committee through current Board members, professional search firms, shareholders or other persons. As described above, the Board Affairs Committee considers properly smittee th

DIRECTORS' COMPENSATION

Directors who are not our employees receive an annual retainer fee of \$32,500 and an annual equity award of \$32,500. Board meeting fees and Committee meeting fees are \$1,500 and \$1,000, respectively. The Lead Director annual retainer fee



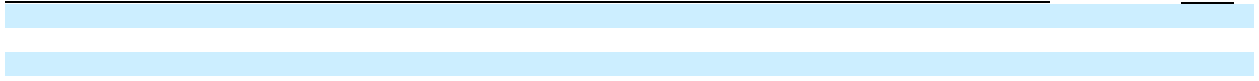
As of December 31, 2006, the aggregate number of restricted shares subject to forfeiture held by each Nonemployee Director were as follows:

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- Review and approve CEO and other elected officer compensation, including setting goals, evaluating performance, and determining results;
 - Oversee our equity-based empl rovepu r

was in the form of performance shares, with actual payouts tied to our TSR relative to industry peers over a three-year performance period (see below for further detail).

Restricted share awards were granted on a selective basis to senior executives during 2006 in recognition of the continued extrec a

Base Salary. Our philosophy is that base salaries should meet the objective of attracting and retaining the executive talent needed to run the business. Therefore, we seek to target base pay levels for executives at the 50th percentile of market survey data.



Compensation Committee believes that pension benefits are a typical component of total remuneration for employees and executives in industries similar to ours and that providing such benefits is important to delivering a compe d

whether there is a trading blackout in effect. By entering into a plan in advance with a third-party broker and by eliminating the personal ability to time the sales of common shares, executives with such plans can legally sell shares without running the risk of violating insider trading rules. Mr. He

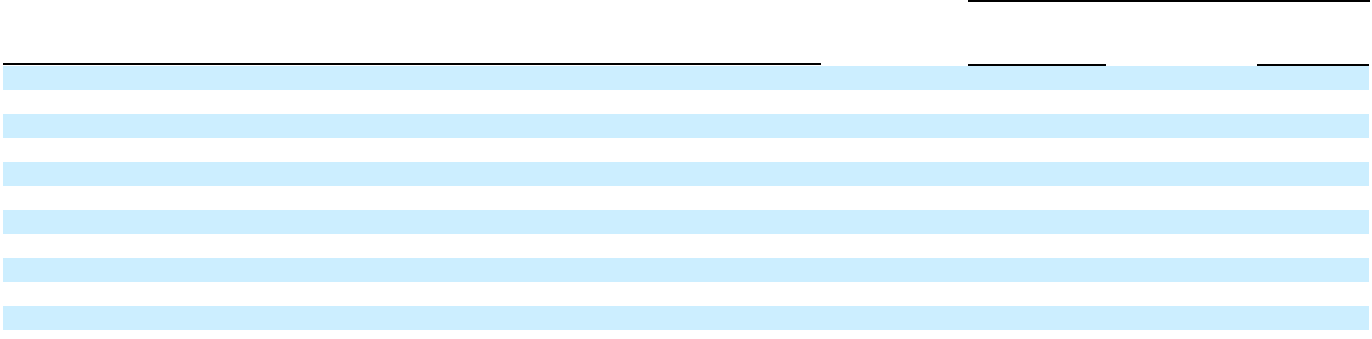


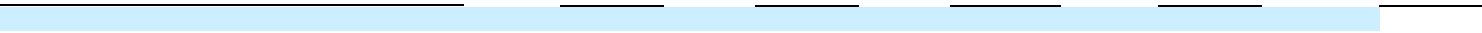
[Redacted]

[Redacted]

on 50 percent of the shares in order to satisfy the tax obligation. The balance of shares will vest March 14, 2009.

(6) This represents a preferred share class with 0.0001% of the pe ane tax9.





Additional Payments Upon Retirement

None of the namede

For this purpose, a change s



COMPENSATION COMMITTEE REPORT

The following report has been submitted by the Compensation Committee:

The Compensation Committee of Board of Directors has reviewed and discussed the Compensation Discussion and Analysis with management

included in the Cleveland Cliffs Inc. Annual Report on Form 10-K for the year ended December 31, 2018 and its definitive proxy statement on "held" file of



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- SARs;
 - Restricted sicted sr

income is the aggregate fair market

RATIFICATION OF INDEPENDENT AUDITORS

(Proposal No. 4)

It is proposed that our shareholders ratify the appointment by the Audit Committee of Deloitte & Touche LLP, as our auditors, for the year ending December 31, 2007. We expect representatives of Deloitte & Touche LLP to be present.

AUDIT COMMITTEE REPORT

The Audit Committee of Cleveland-CI sf

candidates for Directors receiving a plurality of th

INDEPENDEN

**CLEVELAND-CLIFFS INC
2007 INCENTIVE EQUITY PLAN**

ARTICLE 1

GENERAL PURPOSE OF PLAN; DEFINITIONS

1.1 *Name and Purpose.* The name of this Plan is the Cleveland-Cliffs Inc 2007 Incentive Equity Plan. The purpose of the Cleveland-Cliffs Inc 2007 Incentive Equity Plan (the "Plan") is to attract and retain employees for Cleveland-Cliffs Inc and its Subsidiaries and to provide such persons with incentives and rewards for performance.

1.2 *Certain Definitions.* Unsalatand

(v) The words "Performance Period" mean the period described in Section 10.3 hereof.

(w) The words "Performance Shares" mean an Award which may result in the delivery to a Participant at a future date of Shares or cash, or both, upon the satisfaction of specified performance goals at the end of a specified Performance Period.

(x) The words "Performance Units" mean an Award which may result in the payment of cash to a Participant at a future date or the delivery to a Participant at a future date of Shares, or a combination of cash and Shares, upon the satisfaction of specified performance goals at the end of a specified Performance Period.

(y) The word "Plan" means this Clevelan



3.3 *Awards Not Earned or Exercised.* In the event any outstanding Award, or portion thereof, expires, or is terminated, canceled or forfeited, the Shares that would otherwise be issuable with respect to the unexercised portion of such expired, terminated, canceled or forfeited Award shall be available for subsequent Awards under this Plan.

Any Shares subject to any Award that are withheld or otherwise not issued upon exercise of any Award to satisfy the Participant's withholding obligations or in payment of any subscription price or the Exercise Price, and Shares subject to an Award (or any portion of an Award) that is settled in cash in lieu of settlement in Shares will reduce the number of Shares available for grant under the li er uoldi ¾ ðue ¾ ð

If the Exercise Price of a NQSO is p

Exercise Price for such ISO is at least 110% of the Fair Market Value of the Shares as of the Date of Grant and (ii) such ISO is not exercisable on or after the fifth anniversary of the Date of Grane

(c) *Method of Exercise.*

of this Plan and any operativ ;



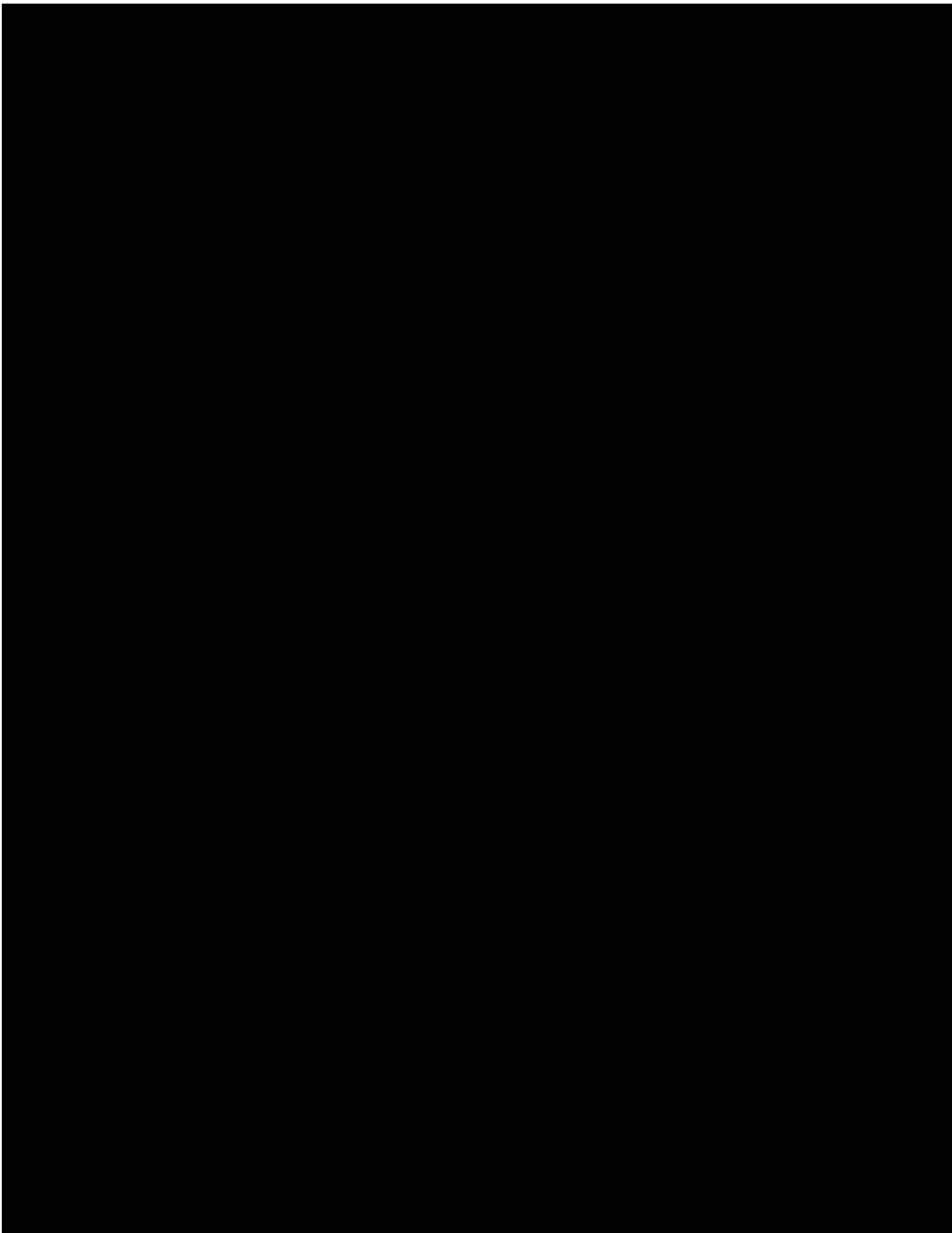
Shares are subject to forfeiture and restrictions on transfer, the Participant hold

her Retirement or termination by the

The Committee may designate a single goal criterion or multiple goal criteria for performance measurement purposes, with the measurement based on consolidated or business unit or divisional performance and/or on performance as compared with that of other publicly-traded companies. The foregoing criteria may have any reasonable definitions that the Committee may specify, which may include or exclude any or all of the following items, as the Committee may specify: extraordinary, unusual, or non-recurring items; effects of accounting changes; effects of currency fluctuations; effects of financing activities (e.g., effect on earnings per share of issuing convertible debt securities); effects of price esc ; effecteiny

holder of record of Shares issued pursuant to an Award. Prior to the issuance of Shares, Performance Share and Performance Unit Awards may not be sold, transferred, pledged, assigned or otherwise encumbered.

(d) *Performance-Based Compensation*



4. **Participants.** The Committee will select the individual Participants for participation in the Plan for each Plan Year from among the senior executive officers of the Company. This selection will be made by not later than 90 days after the beginning of the Plan Year (or by not later than such other date as may be the applicable deadline for a particular Award to a particular Participant for a Plan Year to qualify as "performance based" under Section 162(m)(4)(C) of the Code).

5. **Awards.** By not later than 90 days after the beginning of the Plan Year (or by not later than such other date as may be the applicable deadline for qualification of a particular Award as "performance based" under Section 162(m)(4)(C) of the Code), the Committee will establish in writing the method for computing the amount of compensation that will be payable under the Plan as an Award to each Participant for that Plan Year if the performance objectives established by the Committee for the Plan Year are attained ~~sig r he Plan YCo ay at the~~







Dear Shareholder,

We encourage you
