

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES ACT OF 1933**

Item 8.01. Other Events.

Cliffs Natural Resources Inc. (the "Company") is filing her [esny"jesny"Ry"Ry"Ry"Ry"Ry"Ry"RovRd] I yw paý"" by | brce " byg paý"" by cē 1 1 1 n

Exhibit Index

Exhibit Number	Description
1.1	Underwriting Agreement, dated as of June 7, 2011, by and among the Company and J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner and Smith Incorporated, acting as representatives of the several underwriters named therein.
5.1	Opinion of Jones DD .

CLIFFS NATURAL RESOURCES

acknowledges and agrees that the Underwriters may offer and sell Shares to or through any affiliate of an Underwriter.

(c) Payment for the Shares shall be made by wire transfer in immediately available funds to the account specified by the Company to the Representatives in the case of the Underwritten Shares, at 10:00 A.M., New York City time, on June 13, 2011, or at such other time on the same or such other date, not later than the fifth business day thereafter, as the Representatives and the Company may agree upon in writing or, in the case of the Option Shares, on the date and at the time specified by the Representatives in the written notice of the Underwriters' election to purchase such Option Shares. The time and date of such payment for the Underwritten Shares is referred to herein as the "Closing Date," and the time and date for such payment for the Option Shares, if other than the Closing Date, is herein referred to as the "Additional Closing Date".

Payment for the Shares to be purchased on the Closing Date or the Additional Closing Date, as the case may be, shall be made against delivery to the Representatives for the respective accounts of the several Underwriters of the Shares to for the for egai

there are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire pre-emp

Prospectus, except where the failure to possess would not reasonably be expected to result in a Material Adverse Effect; and except as described in the Registration Statement, the Pricing Disclosure Pa

Environmental Laws. No property of the Company or any Significant Subsidiary is subject to any Lien under any Environmental Law.

(bb) *Hazardous Materials*. Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there has been no storage, generation, transportation, use, handling, treatment, Release or threat of Release of Hazardous Materials by, relating to or caused by the Company or any Significant Subsidiary (or, to the knowledge of the Company and its subsidiaries, any other entity (including any predecessor) for whose acts or omissions the Company or any of its subsidiaries is or could reasonably be expected to be liable) at, on, under or from any property or facility now or previously owned, operated or leased by the Company or any of its subsidiaries, or at, on, under or from any other property or facility, in violation of any Environmental Laws or in a manner or amount or to a location that could reasonably be expected to result in any liability (or) (inculter propertince expectedlubyudi its

conduct such i w b
the Company or any member with respect to any suspension of the qualification of the Shares for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company will use its best efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package or the Prospectus or suspending any such qualification of the Shares and, if any such order is issued, will obtain as soon as possible the withdrawal thereof.

(e) *Ongoing Compliance.*) e

(a) It has not used, authorized use of, referred to or participated in the pla

the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) *Limitation on Liability.* The Company and the Underwriters agree that it woul

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

CLIFFS NATURAL RESOURCES INC.

By: /s/ Laurie Brlas

Name: Laurie Brlas

Title: Executive Vice President – Finance & Administration
and Chief Financial Officer

[Signature Page to Underwriting Agreement]

Underwriter

Number of Shares

J2 hh w

The table content is redacted with light blue horizontal bars. The first row contains the text 'J2 hh w' in the 'Underwriter' column. The following four rows are completely obscured by redaction bars.

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FORM OF LOCK-UP AGREEMENT

June 6, 2011

J.P. MORGAN SECURITIES LLC
MERRILL LYNCH, PIERCE, F

terminated prior to payment for and delivery of the Common Shares to be sold thereunder, the undersigned shall be released from, all obligations under this Letter Agreement. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

This Letter Agreement and its original copy are being furnished to you for your information only. It is not intended to constitute an offer of securities, and it is not to be used in any way to solicit or induce the purchase or sale of securities. It is not to be used in any way to solicit or induce the purchase or sale of securities.

