CLEVELAND CLIFFS INC
Form 8-K
August 20, 2007

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 Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): August 17, 2007

Cleveland-Cliffs Inc

(Exact name of registrant as specified in its charter)

Ohio	1-8944	34-1464672
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1100 Superior Avenue, Cleveland, Ohio	44114-2589
(Address of principal executive offices)	(Zip Code)

Registrant s telephone number, including area code: 216-694-5700

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 1.01 Entry into a Material Definitive Agreement.

On August 17, 2007, Cleveland-Cliffs Inc (the "Company") entered in to an unsecured Multicurrency Credit Agreement (the " Credit Agreement") with Bank of America, N.A., as Administrative Agent, Swing Line Lender and Letter of Credit Issuer, JPMorgan Chase Bank, N.A., as Syndication Agent, and 11 other financial institutions (collectively, the "Lenders") jointly led by Banc of America Securities LLC and J.P. Morgan Securities Inc. as Joint Lead Arrangers and Joint Book Managers. The Credit Agreement provides for a $600 million revolving credit facility (which includes sublimits for swingline loans up to $30 million and standby letters of credit up to $50 million) and a $200 million term credit facility with no scheduled maturities other than the five-year term of the Credit Agreement. Borrowings under the Credit Agreement bear interest at a floating rate based upon the prime rate or the LIBOR rate plus a margin. Proceeds from the Credit Agreement will be used to refinance existing indebtedness and to finance general working capital needs, including the funding of acquisitions. The Company has the ability to request an increase in available revolving credit borrowings under the Credit Agreement by an additional amount of up to $200 million by obtaining the agreement of existing Lenders to increase their lending commitments or by adding additional lenders.

Certain of the Company’s material subsidiaries have guaranteed the obligations of the Company under the Credit Agreement.

The Credit Agreement replaces the Company’s existing $500 million Multicurrency Credit Agreement ("$500 Million Credit Agreement") dated June 23, 2006 between the Company, Fifth Third Bank as Administrative Agent and L/C Issuer, Bank of America N.A. as Syndication Agent and various other lenders party thereto, which was scheduled to expire June 23, 2011. The Credit Agreement also replaces a Credit Agreement dated July 26, 2007 among the Company and Bank of America, N.A., as Administrative Agent and Letter of Credit Issuer, and the other lenders party thereto providing for a $150 million revolving credit facility scheduled to expire July 24, 2008 ("$150 Million Credit Agreement").

The Credit Agreement contains customary representations and warranties and affirmative and negative covenants including, among others, covenants regarding the maintenance of certain financial ratios, covenants relating to financial reporting, compliance with laws, transactions with affiliates, limitations on liens, mergers and sales of all or substantially all of the Company’s assets, limitations on accounting changes, and limitations on changes in the nature of the Company’s business.

The Credit Agreement provides for customary events of default, including, among other things, the event of nonpayment of principal, interest, fees or other amounts, a representation or warranty proving to have been incorrect when made or confirmed, failure to perform or observe covenants within a specified period of time, a cross-default to other Company indebtedness of a specified amount, the bankruptcy or insolvency of the Company, monetary judgment defaults of a specified amount, actual or asserted invalidity of any loan documentation, a change of control of the Company, and ERISA defaults resulting in liability of a specified amount. In the event of a default by the Company (beyond any applicable grace or cure period), the requisite number of Lenders (or the Administrative Agent at their request) may declare all amounts owing under the Credit Agreement immediately due and payable, terminate the Lenders’ commitments to make loans under the Credit Agreement and/or exercise any and all remedies and other rights under the Credit Agreement. For certain defaults related to insolvency and receivership, the commitments of the Lenders will be automatically terminated and all outstanding loans and other amounts will become immediately due and payable.

Certain of the Lenders and other parties under the Credit Agreement were lenders, agents and parties under the $500 Million Credit Agreement and the $150 Million Credit Agreement, and they and their respective affiliates have performed, and may in the future perform, various commercial banking, investment banking and other financial advisory services for the Company and its subsidiaries for which they have received, and will receive, customary fees and expenses.

The Credit Agreement is filed herewith as Exhibit 4(a). The foregoing description of the Credit Agreement is qualified in its entirety by reference to the full text of the Credit Agreement, which is incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

As discussed above under Item 1.01, the Company’s existing $500 Million Credit Agreement and its $150 Million Credit Agreement were replaced by the Credit Agreement.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The Credit Agreement was entered into August 17, 2007 the details of which are contained in Item 1.01 and incorporated into this Item 2.03 by reference.

Item 8.01 Other Events.

On August 17, 2007, the Company published a news release announcing that it entered into the Credit Agreement. The news release is contained in Item 9.01 as Exhibit 99(a) and incorporated into this Item 8.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

4(a) Multicurrency Credit Agreement entered into as of August 17, 2007, among Cleveland-Cliffs Inc, Bank of America, N.A., as Administrative Agent, Swing Line Lender and Letter of Credit Issuer, JPMorgan Chase Bank, N.A. as Syndication Agent, and 11 other financial institutions

99(a) Cleveland-Cliffs Inc published a news release on August 17, 2007 captioned "Cleveland-Cliffs Enters New $800 Million Credit Agreement"

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Cleveland-Cliffs Inc

August 20, 2007

By: Traci L. Forrester

Name: Traci L. Forrester
Title: Assistant Secretary

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Exhibit Index

Exhibit No.	**Description**
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