
1	NAME OF REPORTING PERSONS Donald G. Drapkin
2	CHECK THE APPROPRIATE BOX IF A MEM ^{or} ME ^{or} <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

This Amendment No. 6 ("Amendment No. 6") amends and supplements the statement on Schedule 13D filed with the Securities and Exchange Commission (the "SEC") on January 28, 2014 (the "Original Schedule 13D"), Amendment No. 1 to the Original Schedule 13D, filed with the SEC on February 12, 2014 ("Amendment No. 1"), Amendment No. 2 to the Original Schedule 13D, filed with the SEC on March 7, 2014 ("Amendment No. 2"), Amendment No. 3 to the Original Schedule 13D, filed with the SEC on April 21, 2014 ("Amendment No. 3"), Amendment No. 4 to the Original Schedule 13D, filed with the SEC on May 30, 2014 ("Amendment No. 4") and Amendment No. 5 to the Original Schedule 13D, filed with the SEC on July 31, 2014 ("Amendment No. 5" and together with the Original Schedule 13D, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and this Amendment No. 6, the "Schedule 13D") with respect to the shares of common stock, par value \$0.125 per share (the "Common Stock"), of Cliffs Natural Resources Inc., an Ohio corporation (the "Issuer"). Capitalized terms used herein and not otherwise defined in this Amendment No. 6 have the meanings set forth in the Schedule 13D. This Amendment No. 6 amends Items 3, 4, 5, 6 and 7 as set forth below.

Item 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 of the Schedule 13D is hereby amended and restated in its entirety as follows:

The Reporting Persons used a total of approximately \$200,905,000 (including brokerage commissions) in the aggregate to acquire the shares of Common Stock reported in this Schedule 13D.

Casablanca used a total of approximately \$200,784,000 (including brokerage commissions) in the aggregate to acquire the shares of Common Stock reported herein as beneficially owned by Casablanca. The source of funding for the purchase of the Common Stock reported herein as beneficially owned by Casablanca is cash on hand and working capital of the Accounts. The shares of Common Stock reported herein as beneficially owned by Casablanca are or may be held from time to time in margin accounts established by the Accounts with their respective brokers or banks and a portion of the purchase price for the Common Stock may be obtained through margin borrowing. Securities positions which may be held in the margin accounts, including the Common Stock, may be pledged as collateral security for the repayment of debit balances in the margin accounts.

Mr. Drapkin used a total of approximately \$21,000 (including brokerage commissions) in the aggregate to acquire the shares of Common Stock reported herein for which Mr. Drapkin has sole voting power and sole dispositive power. The source of the funds used to acquire the Common Stock for which Mr. Drapkin has sole voting power and sole dispositive power is the personal funds of Mr. Drapkin and none of the funds used to purchase such Common Stock were provided through borrowings of any nature.

Mr. Taylor used a total of approximately \$100,000 (including brokerage commissions) in the aggregate to acquire the shares of Common Stock reported herein for which Mr. Taylor may be deemed to have sole voting power and sole dispositive power. The source of the funds used to acquire the Common Stock for which Mr. Taylor may be deemed to have sole voting power and sole dispositive power is the personal funds of Mr. Taylor and none of the funds used to purchase such Common Stock were provided through borrowings of any nature.

Item 4. PURPOSE OF TRANSACTION

Item 4 of the Schedule 13D is hereby amended and supplemented by the addition of the following:

On October 7, 2014, Casablanca and the Issuer entered into an agreement (the "Agreement") in connection with the Issuer's reimbursement of certain of Casablanca's expenses incurred during its solicitation of proxies for use at the Issuer's 2014 annual meeting (the "Proxy Solicitation"). Under the Agreement, the Issuer agreed to

(ii) Mr. Drapkin:

- (a) As of the date hereof, Mr. Drapkin may be deemed the beneficial owner of 7,907,520 shares of Common Stock. Percentage: Approximately 5.2% as of the date hereof.
- (b)
1. Sole power to vote or direct vote: 1,000 shares of Common Stock
 2. Shared power to vote or direct vote: 7,906,520 shares of Common Stock
 3. Sole power to dispose or direct the disposition: 1,000 shares of Common Stock
 4. Shared power to dispose or direct the disposition: 7,906,520 shares of Common Stock

(iii) Mr. Taylor:

- (a) As of the date hereof, Mr. Taylor may be deemed the beneficial owner of 7,913,720 shares of Common Stock. Percentage: Approximately 5.2% as of the date hereof.
- (b)
1. Sole power to vote or direct vote: 7,200 shares of Common Stock
 2. Shared power to vote or direct vote: 7,906,520 shares of Common Stock
 3. Sole power to dispose or direct the disposition: 7,200 shares of Common Stock
 4. Shared power to dispose or direct the disposition: 7,906,520 shares of Common Stock

(b) Casablanca serves as investment advisor to certain investment funds or managed accounts (collectively, the "Accounts"), and may be deemed to have beneficial ownership over the shares of Common Stock held for such Accounts. Each of Messrs. Drapkin and Taylor, as co-managing members of Casablanca GP, are in a position to indirectly determine the voting and investment decisions regarding the Issuer's securities held by the Accounts. Mr. Drapkin has sole voting power and sole dispositive power over the 1,000 shares of Common Stock owned by him in record name. Mr. Taylor has sole voting power and sole dispositive power over the 7,200 shares of Common Stock directly or indirectly owned by him in record name.

The Reporting Persons may be deemed to be a "group" pursuant to Rule 13d-5(b)(1) promulgated under the Exchange Act. Collectively, the Reporting Persons may be deemed to be a "group" pursuant to Rule 13d-5(b)(1) promulgated under the Exchange Act. Collectively, the Reporting Persons may be deemed to be a "group" pursuant to Rule 13d-5(b)(1) promulgated under the Exchange Act. Collectively, the Reporting Persons may be deemed to be a "group" pursuant to Rule 13d-5(b)(1) promulgated under the Exchange Act. Collectively, the Reporting Persons may be deemed to be a "group" pursuant to Rule 13d-5(b)(1) promulgated under the Exchange Act.

Item 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 of the Schedule 13D is hereby amended and supplemented by the addition of the following:

On October 7, 2014, the Issuer and Casablanca entered into the Agreement, the terms of which are described in Item 4 of this Amendment No. 6. A copy of such agreement is attached as Exhibit 16 to this Schedule 13D and is incorporated by reference herein.

Item 7. EXHIBITS

Item 7 of the Schedule 13D is hereby amended and supplemented by the addition of the following:

<u>Exhibit</u>	<u>Description</u>
16	Agreement, dated October 7, 2014.

SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: October 9, 2014

CASABLANCA CAPITAL LP

By: /s/ Douglas Taylor
Name: Douglas Taylor
Title: Chief Executive Officer

/s/ Donald G. Drapkin
Donald G. Drapkin

/s/ Douglas Taylor
Douglas Taylor

Schedule A

Transaction History of the Reporting Persons with respect to the Common Stock

This Schedule sets forth information with respect to each purchase and sale of shares of Common Stock that were effectuated by the Reporting Persons during the past sixty days. Unless otherwise indicated, all transactions were effectuated in the open market through a broker and all prices include brokerage commissions.

Mr. Taylor

<u>Trade Date</u>	<u>Shares Purchased (Sold)</u>	<u>Price Per Share (\$)</u>
9/11/2014	7,200	13.95

AGREEMENT

Thii/ WT d

- (h) purchase or cause to be purchased or otherwise acquire or agree to acquire Beneficial Ownership of more than 20% of the Voting Securities;
- (i) enter into any negotiations, agreements, arrangements or understandings with any Third Party with respect to the matters set forth in this Section 1; or
- (j) request, directly or indirectly, any amendment or waiver of the foregoing, other than through non-public communications with the officers and directors of the Company that do not trigger any public disclosure obligations on the part of the Company or Casablanca.

As used in thiM

- (b) The Company on behalf of itself and for all of its Released Persons irrevocably and unconditionally releases, settles, acquits and forever discharges Casablanca and all of Casablanca's Released Persons from any and all Claims based on any event, fact, act, omission, or failure to act by Casablanca or any of Casablanca's Released Persons, whether known or unknown, occurring or existing prior to the execution of this Agreement; ~~provided~~ however, this release and waiver of Claims shall not include Claims to enforce the terms of this Agreement.
- (c) The Parties acknowledge and agree that they may be unaware of or may discover facts in addition to or different from those which they now know, anticipate or believe to be true related to or concerning the Claims. Each of the Parties knows that such presently unknown or unappreciated facts could materially affect the claims or defenses of a Party or Parties. It is nonetheless the intent of the Parties to give a full, complete and final release and discharge of the Claims. In furtherance of this intention, the releases herein given shall be and remain in effect as full and complete releases with regard to the Claims notwithstanding the discovery or existence of any such additional or different claim or fact. To

any right of termination, amendment, acceleration or cancelli Hi a

If the terms of this Agreement are in accordance with your understanding, please sign below and this Agreement will constitute a binding agreement among us.

CLIFFS NATURAL RESOURCES INC.

By: s/ C. Lourenco Goncalves
Name: C. Lourenco Goncalves
Title: Chairman, President and Chief
Executive Officer

Acknowledged and agreed to as of the date
first written above:

CASABLANCA CAPITAL LP

By: Casablanca Capital GP, LLC, its General Partner

By: Gregory S. Donat
Name: 1