

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934

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Date of Report (Date of earliest event reported):  
March 30, 2005

United States Steel Corporation

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(Exact name of registrant as specified in its charter)

Delaware	1-16811	25-1897152
----- (State or other jurisdiction of incorporation)	----- (Commission File Number)	----- (IRS Employer Identification No.)
600 Grant Street, Pittsburgh, PA		15219-2800
----- (Address of principal executive offices)		----- (Zip Code)

(412) 433-1121

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(Registrant's telephone number,  
including area code)

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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))

Item 1.01. Entry into a Material Definitive Agreement

On March 30, 2005, United States Steel Corporation entered into an amendment of  
its Amended and Restated Receivables Purchase Agreement, dated November 28, 2001  
among U. S. Steel Receivables LLC, as Seller; United States Steel LLC, as  
initial Servicer; the persons party thereto as CP Conduit Purchasers, Committed  
Purchasers and Funding Agents; and The Bank of Nova Scotia, as Collateral Agent.  
Pursuant to this amendment, the definition of "Eligible Receivable" was amended  
to include receivables with payment terms of not more than 64 days as Eligible  
Receivables. Prior to this amendment that definition included otherwise  
eligible receivables with payment terms of not more than 30 days and up to 15%  
(of total receivables) with payment terms no greater than 60 days. This  
amendment expands the pool of Eligible Receivables, but the amount available to  
United States Steel Corporation thereunder and total liquidity are not increased  
because the provision of the Agreement limiting maximum sales to \$500 million  
was not amended.

The amended agreement is filed herewith as Exhibit 10.1.

Item 9.01. Financial Statements and Exhibits

(c) Exhibits

10.1 Amendment of Amended and Restated Receivables Purchase Agreement, dated November 28, 2001 among U. S. Steel Receivables LLC, as Seller; United States Steel LLC, as initial Servicer; the persons party thereto as CP Conduit Purchasers, Committed Purchasers and Funding Agents; and The Bank of Nova Scotia, as Collateral Agent.

SIGNATURE

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.

UNITED STATES STEEL CORPORATION

By /s/ Larry G. Schultz  
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Larry G. Schultz  
Vice President & Controller

Dated: March 31, 2005



each shall have confirmed in writing to the Servicer (a "Satisfaction Notice") that all the documents, reports, records and the agreed upon procedures field exam required by this clause (c) are satisfactory. Upon Servicer's receipt of the Satisfaction Notice, this clause (c) shall be of no further force and effect, and all requests for transfers after the date of the Satisfaction Notice shall be subject to the terms of this Agreement (including Section 1.2, but not including this clause (c)).

1.5 Each of Sections 2(j)(vii) and (viii) in Exhibit IV to the Agreement are hereby amended by adding the following proviso at the end of each such section:

"; provided that no such report shall be required if, at such time, there is no Capital outstanding, the Servicer shall not be required to deliver the report referred to in this subsection".

SECTION 2. Agreement in Full Force and Effect as Amended.

Except as specifically amended hereby, the Agreement shall remain in full force and effect. All references to the Agreement shall be deemed to mean the Agreement as modified hereby. This Amendment shall not constitute a novation of the Agreement, but shall constitute an amendment thereof. The parties hereto agree to be bound by the terms and conditions of the Agreement, as amended by this Amendment, as though such terms and conditions were set forth herein.

SECTION 3. Effectiveness of this Amendment.

A. This Amendment shall become effective as of the date hereof upon receipt by the Collateral Agent and each Funding Agent of counterparts (when

as initial Servicer