

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):  
March 16, 2010

United States Steel Corporation

-----  
(Exact name of registrant as specified in its charter)

Delaware 1-16811 25-1897152

-----  
(State or other (Commission File (IRS Employer  
jurisdiction of Number) Identification No.)  
incorporation)

600 Grant Street, Pittsburgh, PA 15219-2800

-----  
(Address of principal executive (Zip Code)  
offices)

(412) 433-1121

-----  
(Registrant's telephone number,  
including area code)

-----  
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 16, 2010, United States Steel Corporation ("U. S. Steel") entered  
into an Underwriting Agreement with Banc of America Securities LLC,  
Barclays Capital Inc., Goldman, Sachs & Co., J.P. Morgan Securities Inc.  
and Morgan Stanley & Co. Incorporated, as representatives of the several  
underwriters listed on Schedule 1 thereto (the "Underwriting Agreement"),  
relating to the issuance and sale of \$600,000,000 aggregate principal amount  
of U. S. Steel's 7.375% Senior Notes due 2020 ("Notes"). The Notes are  
senior unsecured obligations of U. S. Steel.

The Underwriting Agreement is filed herewith as Exhibit 10.1.

Item 9.01. Financial Statements and Exhibits

(c) Exhibits

10.1 Underwriting Agreement dated March 16, 2010 with Banc of America  
Securities LLC, Barclays Capital Inc., Goldman, Sachs & Co., J.P.  
Morgan Securities Inc. and Morgan Stanley & Co. Incorporated, as

representatives of the several underwriters listed on Schedule 1  
thereto.

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/ Gregory A. Zovko

-----  
Gregory A. Zovko  
Vice President &  
Controller

Dated: March 17, 2010

Underwriting Agreement

\$600,000,000 7-3/8% Senior Notes due 2020

March 16, 2010

Banc of America Securities LLC  
Barclays Capital Inc.  
Goldman, Sachs & Co.  
J.P. Morgan Securities Inc.  
Morgan Stanley & Co. Incorporated  
As Representatives of the  
several Underwriters listed  
in Schedule 1 hereto

c/o Banc of America Securities LLC  
One Bryant Park  
New York, New York 10036

Ladies and Gentlemen:

United States Steel Corporation, a Delaware corporation (the "Company"), proposes to issue and sell to the several Underwriters listed in Schedule 1 hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), \$600,000,000 principal amount of its 7-3/8% Senior Notes due 2020 (the "Securities"). The Securities will be issued pursuant to an indenture dated as of May 21, 2007 (the "Base Indenture") between the Company and The Bank of New York Mellon, as trustee (the "Trustee"), as heretofore supplemented and amended and as to be further supplemented and amended by a Fourth Supplemental Indenture, dated March 19, 2010, to the Base Indenture relating to the Securities (the "Supplemental Indenture" and, together with the Base Indenture and any other amendments or supplements thereto, the "Indenture"), between the Company and the Trustee.

The Company hereby confirms its agreement with the several Underwriters concerning the purchase and sale of the Securities, as follows:

1. Registration Statement. The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Securities Act"), a registration statement on Form S-3 (No. 333-165054), including a prospectus (the "Basic Prospectus"), relating to the Securities. The Company has also filed, or proposes to file, with the Commission pursuant to Rule 424 under the Securities Act a prospectus supplement specifically relating to the Securities (the "Prospectus Supplement"). The registration statement, as amended at the time of filing, shall include the information required by any of the rules, regulations, or orders of the Commission under the Securities Act to be part of the registration statement at the time of filing.

ti tuct

at itesTHs

pur 430Bhale 4 r4e #11



warranty with respect to (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto.

(b) Time of Sale Information. The Time of Sale Information, at the Time of Sale did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in such Time of Sale Information. No statement of material fact included in the Prospectus that is required to be included in the Time of Sale Information has been omitted from the Time of Sale Information and no statement of material fact included in the Time of Sale Information that is required to be included in the Prospectus has been omitted therefrom.

(c) Issuer Free Writing Prospectus. The Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not prepared, made, used, authorized, approved or referred to and will prepare, make, use, authorize, approve or refer to (the Preliminary Prospectus) in connection with the offering of securities of the Company.







412 of the Code or Section 302 of ERISA and no application has been made for a waiver or modification of the minimum funding standard (including any required installment payments) under Section 412 of the Code or Section 302 of ERISA with respect to a plan, and, except as otherwise disclosed in the Time of Sale Information and the Prospectus, the fair market value of the assets of each such plan (excluding for these purposes accrued but unpaid contributions) exceeds the present value of all benefits accrued under such plan based on actuarial assumptions and methods that are compliant with the requirements of Code Section 430(h) and regulations thereunder; and neither the Company nor any of its affiliates has incurred, or reasonably expects to incur, any liability under Title IV of ERISA in respect of any Plan "or multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA, other than liability for the payment of required PBGHer or msump

U.S. Department of the Treasury ("OFAC"); and the Company will not, directly or indirectly, knowingly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(kk) No Stabilization. The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(ll) Investment Company Act. The Company is not and, after giving effe











Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 7 are several in proportion to their respective purchase obligations hereunder and not joint.

(f) Non-Exclusive Remedies. The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

8. Termination. This Agreement may be terminated in the absolute discretion of the Company, by notice to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on or by any of the New York Stock Exchange, the NASDAQ Stock Market or the over-the-counter market; (ii) trading of any securities issued or guaranteed by the Company shall have been suspended on any exchange or in any market.



one and the same instrument.

(d) Amendments or Waivers. No amendment or waiver of any provision of this Agr9t u

March 16, 2010

\$600,000,000 7-3/8% Senior Notes due 2020

Issuer: United States Steel Corporation  
Title of Securities: ~~Cyanide Senior Note~~ due 2020  
Principal Amount: \$600,000,000  
Maturity: April 1, 2020  
Coupon: 7.375%  
Price: 99.125% of principal amount  
Yield to maturity: 7.5%  
Benchmark Treasury: 3-5/8% U.S. Treasury due February 15, 2020  
Spread to Benchmark Treasury: 382 basis points (3.82%)  
Benchmark Treasury Yield: 3.680%  
Interest Payment April 1 and October 1 ~~MM~~ yr x

Fitch: BB+

Note: A securities rating is not a recommendation to buy, sell, or hold

(vii) No consent, approval, authorization or order of, or filing with, any governmental agency or body or any court having jurisdiction over the Company, its U.S. subsidiaries or their respective properties is required for the consummation of the transactions contemplated by the Underwriting Agreement and the other Transaction Documents in connection with the issuance and sale of the Securities or the consummation of the Transactions, except for (i) the effectiveness of the Registration Statement, which is in full force and effect, and (ii) any consent, approval, authorization, or order, or filing required pursuant to state "blue sky" laws or foreign securities laws;

(viii) Except as described in the Time of Sale Information and the Prospectus, there are no pending actions, suits or proceedings against or affecting the Company, any Designated Subsidiary or any of their respective properties that, if determined adversely to the Company or any Designated Subsidiary would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, or would materially and adversely affect the ability of the Company to perform its obligations under the Underwriting Agreement; and, to such counsel's knowledge, no such actions, suits or proceedings are threatened;

(ix) The execution, delivery and performance of the Transaction Documents, the issuance and sale of the Securities and compliance by the Company with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents, will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, (A) the Delaware General Corporation Law or those laws, rules and regulations of the Commonwealth of Pennsylvania and the federal laws of the United States (excluding, with respect to federal securities law, the antifraud provisions thereof), in each case, which, in such counsel's experience, are normally applicable to transactions of the type contemplated by the Underwriting Agreement, (B) the respective charters or limited liability company agreements or by-laws of the Company and the Designated Subsidiaries (other than the Designated Subsidiaries organized and existing outside the United States), (C) to such counsel's knowledge after inquiring of those employees of the Company responsible for such matters, orders of any court, regulatory tribunal, administrative agency or other governmental body having jurisdiction over the Company, any Designated Subsidiary or any of their respective properties or (D) to such counsel's knowledge after inquiring of those employees of the Company responsible for such matters, any agreement or instrument to which the Company or any Designated Subsidiary is a party or by which the Company or any Designated Subsidiary is bound or to which any of the properties of the Company or any Designated Subsidiary is subject; the Company has full power and authority to authorize, issue and sell the Securities as contemplated by the Underwriting Agreement;

(x) (a) The Registration Statement has become effective under the Securities Act; (b) the Prospectus was filed with the Commission pursuant to Rule 424(b) under the Securities Act on the date specified therein; (c) to the best of such counsel's knowledge, no order suspending the effectiveness of the Registration Statement has been issued by the Commission, no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Company and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering has been initiated or threatened by the Commission; (d) the Registration Statement, as of the Effective Time, and the Prospectus, as of its date and as of the date hereof, and each amendment or supplement thereto, comply as to form in all material respects with the requirements of the Securities Act and the rules and regulations thereunder incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, when filed with the Commission, conformed in all material respects with the requirements of the Exchange Act;

(xi) The Indenture has been duly authorized, executed and delivered by the Company and has been duly qualified under the Trust Indenture Act, and constitutes a valid and legally binding obligation of the Company enforceable in all material respects.







statement is deemed to be modified or superseded in the Registration Statement, the Time of Sale Information or the Prospectus, as the case may be, at the respective times as of which the advisements set forth in this paragraph are provided.

In rendering such opinion, such counsel may rely as to matters of fact on certificates of responsible officers of the Company and public officials that are furnished to the Underwriters.

The foregoing opinion shall be rendered to the Underwriters at the request of the Company and shall so state therein.