UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended March 31, 2019

Or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to .

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ✓ No__

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes [✓] No [__]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ✓ Accelerated filer __ Non-accelerated filer __ Smaller reporting company __ Emerging growth company __

If an emerging growth company, indicate by check mark

			Page
PART I – FINANCIAL INFORMATION			
	Item 1.	Financial Statements:	
		Consolidated Statement of Operations (Unaudited)	1
		Consolidated Statement of Comprehensive Income (Loss) (Unaudited)	2
		Consolidated Balance Sheet (Unaudited)	3
		Consolidated Statement of Cash Flows (Unaudited)	4
		Notes to Consolidated Financial Statements (Unaudited)	5
	Item 2.	Management’s Discussion and Analysis of Financial Condition and Results of Operations	27
	Item 3.	Quantitative and Qualitative Disclosures about Market Risk	40
	Item 4.	Controls and Procedures	41
		Supplemental Statistics (Unaudited)	42
PART II – OTHER INFORMATION			
	Item 1.	Legal Proceedings	43
I n	Item 4.	Mine Safet	

[redacted]

Restricted Stock Units	450,240	$ 43.99
Performance Awards [c]		
TSR		

At Mar

[redacted]

[redacted]

The following table summarizes U. S. Steel's financial liabilities that were not carried at fair value at March 31, 2019 and December 31, 2018.

Long-term debt [a]	$ 2,182	$ 2,353

(a) Excludes finance lease obligations.

The following methods and assumptions were used to estimate the fair value of financial instruments included in the table above:

Long-term debt: Fair value was determined using Level 2 inputs which were derived from quoted market prices and is based on the yield on public debt where available or current borrowing rates available for financings with similar terms and maturities.

Fair value of the financial liabilities disclosed herein is not necessarily representative of the amount that could be realized or settled, nor does the fair value amount consider the tax consequences of realization or settlement.

Financial guarantees are U. S. Steel's only unrecognized financial instrument. For details relating to financial guarantees see Note 22.

TEC marketing, selling and customer service functions. Payables to other related parties totaled $4 million and $1 million at March 31, 2019 and December 31, 2018, respectively.

U. S. Steel is the subject of, or party to, a number of pending or threatened legal actions, contingencies and commitments involving a variety of matters, including laws and regulations relating to the environment. Certain of these matters are discussed below. The ultimate resolution of these contingencies could, individually or in the aggregate, be material to the Consolidated Financial Statements. However, management believes that U. S. Steel will remain a viable and competitive enterprise even though it is possible that these contingencies could be resolved unfavorably.

U. S. Steel accrues for estimated costs related to existing lawsuits, claims and proceedings when it is probable that it will incur these costs in the future and the costs are reasonably estimable.

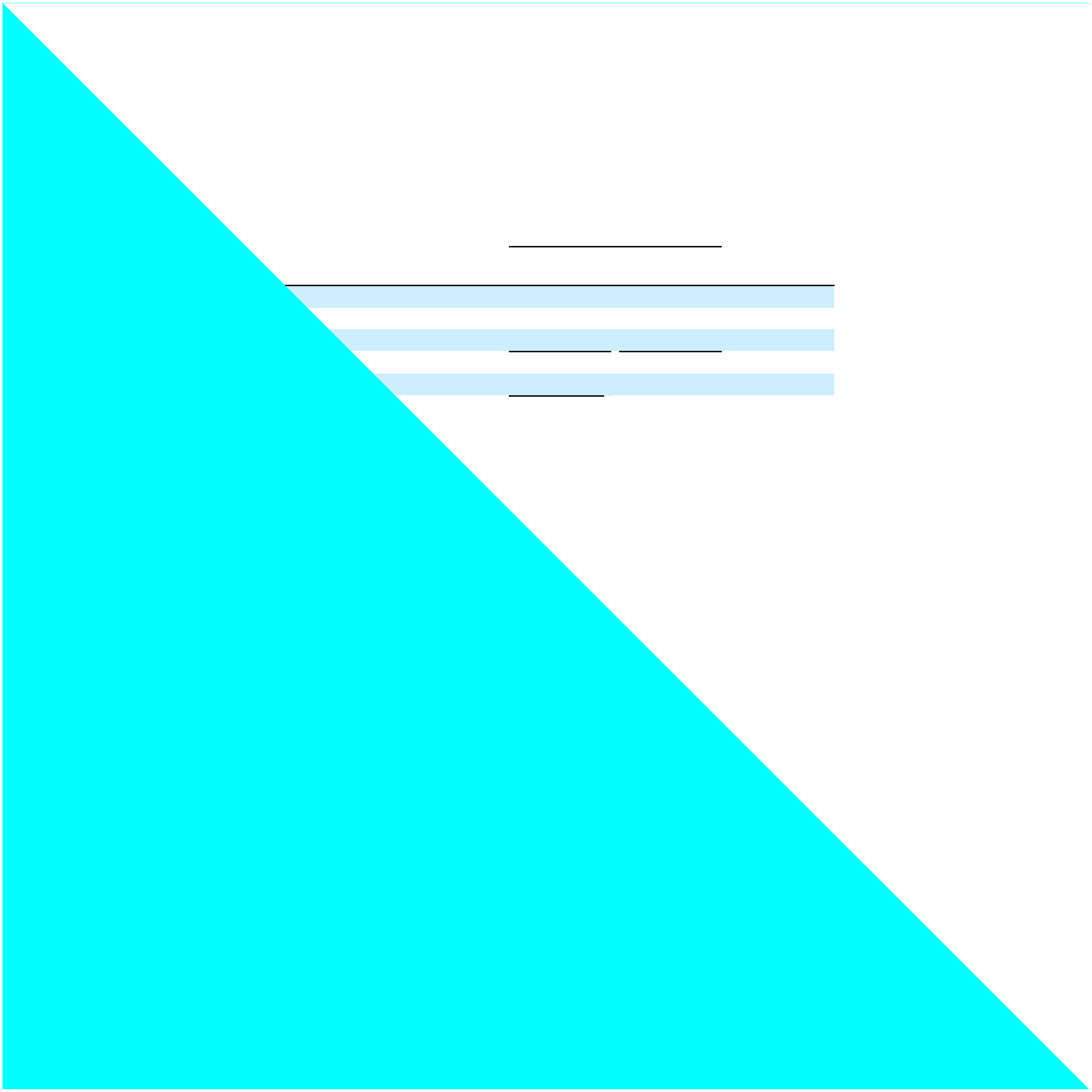
Asbestos matters – As of March 31, 2019, U. S. Steel was a defendant in approximately 745 active cases involving approximately 2,315 plaintiffs. The vast majority of these cases involve multiple defendants. At December 31, 2018, U. S. Steel was a defendant in approximately 755 cases involving approximately 2,320 plaintiffs. About 1,540, or approximately 67 percent, of these plaintiff claims are currently pending in jurisdictions which perug p percof

The remaining environmental remediation projects each have an accrued liability of less than $1 million each. The total accrued liability for these projects at March 31, 2019 was approximately $4 million. We do not foresee material additional liabilities for any of these sites.

Post-Closure Costs – Accrued liabilities for post-closure site monitoring and other costs at various closed landfills totaled $22 million at March 31, 2019 and were based on known scopes of work.

Administrative and Legal Costs – As of March 31, 2019, U. S. Steel had an accrued liability of $10 million for administrative not exercise the purchase option by the end of the lease term, U. S. SW€ sœe

U. S. Steel's portion of the equity in net earnings of the significant equity investments above was $14 million and $8 million for the three months endednd Ď



Se

increased by $70 million from year-end 2018 primarily due to increased receivable balances under our invoicing and receivables collection services arrangement provided by U. S. Steel on PRO-TEC’s behalf.

increased by $41 million from year-end 2018 primarily as a result of higher raw materials prices in our Flat-rolled segment.

increased by $234 million from year-end 2018 as a result of the adoption of the new accounting standard for leases (see Note 8 for further details).

increased by $124 million due to the level of capital expenditures exceeding depreciation expense.

decreased by $107 million from year-end 2018 primarily due to profit-based incentive payments related to 2018 financial performance that were paid in March of 2019.

increased by $53 million from year-end 2018 as a result of the adoption of the new accounting standard for leases (see Note 8 for further details).

increased by $185 million from year-end 2018 as a result of the adoption of the new accounting standard for leases (see Note 8 for further details).

was $29 million for the three months ended March 31, 2019 compared to net cash used in operating activities of $(99) million in the same period last year. The increase in cash from operations is primarily due to stronger financial results, favorable changes in working capital and prior year federal income tax refunds.

Changes in working capital can vary significantly depending on factors such as the timing of inventory production and purchases, which is affected by the length of our business cycles as well as our captive raw materials position, customer payments of accounts receivable and payments to vendors in the regular course of business.

Our key working capital components include accounts receivable and inventory. The accounts receivable and inventory turnover ratios for the three months and twelve months ended March 31, 2019 and 2018 are as follows:

[illegible]	$	676
[illegible] billion Credit Facility Agreement		1,500
[illegible] available under USSK credit facilities		325
Total estimated liquidity	$	2,501

As of March 31, [illegible]9, $1[illegible]2 million of the total cash and cash equivalents was held by our foreign subsidiaries. Substantially all of the liquidity attributable to our foreign subsidiaries can be accessed without the imposition of income taxes as a result of the election effective December 31, 2013 to liquidate for U.S. income tax purposes a foreign subsidiary that holds most of our international operations.

As of March 31, [illegible]9, there were no amounts drawn under the $1.[illegible] billion Credit Facility Agreement. U. S. Steel must maintain a fixed charge coverage [illegible]

U. S. Steel management believes that U. S. Steel's liquidity will be adequate to satisfy our obligations for the foreseeable future, including obligations to complete currently authorized capital spending programs. Future requirements for U. S. Steel's business needs, including the funding of acquisitions and capital expenditures, scheduled debt maturities, repurchase of debt, share buyback, contributions to employee benefit plans, and any amounts that may ultimately be paid in connection with contingencies, are expected to be financed by a combination of internally generated funds (including asset sales), proceeds from the sale of stock, borrowings, refinancings and other external financing sources.

Some of U. S. Steel's facilities were in operation before 1900. Although management believes that U. S. Steel's environmental practices have either led the industry or at least been consistent with prevailing industry practices, hazardous materials may have been released at current or former operating sites or delivered to sites operated by third parties.

Our U.S. facilities are subj

operating costs associated with these projects, such as increased energy and maintenance costs. We are currently unable to reliably estimate what the increase in operating costs will be as many projects are still in the development stage.

For further discussion of laws applicable in Slovakia and the EU and their impact on USSK, see Note 22 to the Consolidated Financial Statements, “Contingencies and Commitments - Environmental Matters, EU Environmental Requirements.”

for remediation costs through discussions or litigation. At many of these sites, U. S. Steel is one of a number of parties involved and the total cost of remediation, as well as U. S. Steel’s share, is frequently dependent upon the outcome of ongoing investigations and remedial studies. U. S. Steel accrues for environmental remediation activities when the responsibility to remediate is probable and the amount of associated costs is reasonably estimable. As environmental remediation matters proceed toward ultimate resolution or as remediation obligations arise, charges in excess of those previously accrued may be required.

For further discussion of relevant environmental matters, see "Item 1. Legal Proceedings - Environmental Proceedings."

U. S. Steel did not enter into any new material off-balance sheet arrangements during the first quarter of 2019.

U. S. Steel continues to face import competition, much of which is unfairly-traded, supported by foreign governments, and fueled by massive global steel overcapacity. Such practices, policies and overcapacity impact the Company's operational and financial performance. U. S. Steel continues to lead the industry in efforts to address these challenges that threaten the Company, our workers, our stockholders, and our country’s national and economic security.

Through a series of Presidential Proclamations pursuant to Section 232 of the Trade Expansion Act of 1962, as of the date of this filiĎar

There were no material changes in U. S. Steel's exposure to market risk from December 31, 2018.

U. S. Steel has evaluated the effectiveness of the design and operation of its disclosure controls and procedures as of March 31, 2019. These disclosure controls and procedures are the controls and other procedures that were designed to ensure that information required to be disclosed in reports that are filed with or submitted to the U.S. Securities and Exchange Commission are: (1) accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, to allow timely decisions 3e

On April 11, 2017, there was a process waste water release at our Midwest Plant (Midwest) in Portage, Indiana that impacted a water outfall that discharges to Burns Waterway near Lake Michigan. U. S. Steel identified the source of the release and made the necessary repairs. We determined that ad th

CERCLA Remediation Sites

Claims under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) have been raised with respect to the cleanup of various waste disposal and other sites. Under CERCLA, potentially responsible parties (PRPs) for a site incl

the particulate matter limit at the iron pellet screeners. Generally, the deviatigt Ha

[redacted]

10.1 Form of United States Steel Corporation 2016 Omnibus Incentive Compensation Plan Performance Share tonance Shar pnca

United States Steel Corporation 2016 Omnibus Incentive Compensation Plan
Performance Share Award Grant Agreement

United States Steel Corporation, a Delaware Corporation (herein called the "Corporation"), grants to the employee of the employing company identified below (the "Participant") a Performance Share Award representing the right to receive a specified number of shares of the common stock of the Corporation ("Shares") set forth below, which right, if payable, shall be paid in Shares:

Name of Participant:	**PARTICIPANT NAME**
Name of Employing Company on Date Hereof:	**(the company recognized by the Corporation as employing the Participant)**
Target Number of Shares Subject to Award	

Particip

I0II ov ov

(a) If a Peer Group Company becomes bankrupt, the bankrupt company will remain in the Peer Group positioned at one level below the lowest performing non-bankrupt Peer Group Company. In the case of multiple bankruptcies, the bankrupt companies will be positioned below the non-bankrupt companies in chronological order by bankruptcy date with the first to be bankrupt at the bottom.

(b) If a Peer Group Company is acquired by another company or entity, including through a management buy-out or going-private transaction, the acquired Peer Group Company will be removed from the Peer Group for the Performance Period; provided that if the acquired company became bankrupt prior to its acquisition it shall be treated as provided in paragraph (a), above, or if it shall become delisted according to paragraph (e), below, prior to its acquisition it shall be treated as provided in paragraph (e).

(c) If a Peer Group Company sells, spins-off, or disposes of a portion of its business, the selling Peer Group Company will remain in the Peer Group for the Performance Period unless such disposition(s) results in the disposition of more than 50% of the company’s total assets during the Performance Period.

(d) If a Peer Group Company acquires another company, the acquiring Peer Group Company will remain in the Peer Group for the Performance Period.

(e) If a Peer Group Company is delisted from either the New York Stock Exchange (NYSE) or the National Association of Securities Dealers Automated Quotations (NASDAQ) such that it is no longer listed on either exchange, such delisted Peer Group Company will remain in the Peer Group positioned at one level below the lowest performing listed company and above the highest ranked bankrupt Peer Group Company. In the case of multiple delistings, the delisted companies will be positioned below the listed and above the bankrupt companies in chronological order by delisting date with the first to be delisted at the bottom of the delisted companies. If a delisted company shall become bankrupt, it shall be treated as provided in paragraph (a), above. If a delisted company shall be later acquired, it shall be treated as a delisted company under this paragraph. If a delisted company shall relist during the Performance Period, it shall remain in its relative delisted position determined under this paragraph.

(f) If the Corporation’s and/or any Peer Group Company’s stock splits, such company’s TSR performance will be adjusted for the stock split so as not to give an advantage or disadvantage to such company by comparison to the other companies, using the principles set forth in Section 8 of the LTI Plan.

(g) The adjustments described above shall be applied to each one-year measurement period. Any such adjustment shall not affect the Peer Group for any measurement period completed prior to the [illegible] formance [illegible].

EXHIBIT B

Additional Terms and C[illegible]

For Participants who reside in the European Union or the European Economic Area, the following provisions replace the Data Privacy provisions in Sreplacein[a]

Administrative Procedures for the
Executive Management Annual Incentive Compensation Plan
under the United States Steel Corporation 2016 Omnibus Incentive Compensation Plan
As approved by the Compensation & Organization Committee on February 26, 2019

1. **Administration**. The Compensation & Organization Committee (the "Committee") shall administer the Annual Incentive Compensation Plan (the "AICP") under and pursuant to Section 3.01 of the United States Steel Corporation 2016 Omnibus Incentive Compensation Plan (the "Plan"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Plan.

2. **Participation/Eligibility**. All management employees of the Corporation, its Subsidiaries and affiliates are eligible to participate in the AICP upon designation by the Committee, in the case of Covered Employees, or, in the case of other management employees, upon designation by the Chief Executive Officer.

   A. Executive Management. All Executive Management employees (defined as those employees whose compensation is approved or reviewed by the Committee) of U. S. Steel, its subsidiaries and affiliates designated via written notice as participants are eligible to participate ("Eligible Employees" or "Participants").

   B. New Participants. A Participant who was not a Participant on the first day of the Performance Period may, subject to the Committee's discretion, become a Participant during the Performance Period, participating on a pro rata basis for the remaining portion of the period in which such Participant first becomes eligible to participate, but shall be ineligible to participate in the AICP for any portion of a year during which the Participant participates in any other cash incentive or c [illegible]

(2)

(6) exclude amounts not allocated to segments;

(7) exclude all amounts related to changes in accounting standards and changes in law that affect reported results;

(8) exclude significant amounts related to decisions made for the long-term benefit of the enterprise that will unfavorably impact short-term financial results (all amounts related to this adjustment must be specifically approved by the Committee);

(9) provided, however, none of the above adjustments shall be made to the extent the events or occurrences relating to the adjustments are recognized and/or contemplated in the Corporation's Annual Operating Plan and the incentive goal targets approved by the Committee for the relevant Performance Period;

(10) provided, further, no adjustment pursuant to any adjustment category above shall be made to the extent the total adjustment for such category is less than $10 million, unless specifically identified as an item not allocated to segments;

ntiied allocat
(01 ntDDEGallocat

UNITED STATES STEEL CORPORATION
NON TAX-QUALIFIED RETIREMENT ACCOUNT PROGRAM
Effective December 31, 2006, Amended and Restated Effective January 1, 2019

1. History and Purpose

United States Steel Corporation (the “Corporation”) established the United States Steel Corporation Non Tax-Qualified Retirement Account Program (the “Program”), and hereby amends and restates the Program effective January 1, 2019, as set forth herein with respect to participation and benefits on and after such date. The Program was previously amended to comply with section 409A of the Internal Revenue Code of 1986, as amended (the “Code”).

The purpose of this Program is to compensate individuals for the loss of Retirement Account contributions under the United States Steel Corporation Savings Fund Plan for Salaried Employees (“Savings Fund Plan”) or the U. S. Steel Tubular Services Savings Plan (“Tubular Plan”) (collectively, the “Savings Plans”) that occurs due to certain limits established under the Code or that are required under the Code. The term “Employer” shall mean the Corporation and any other company that is a participating employer in the Savings Plans.

2. Eligibility

Except as otherwise provided herein, an individual is a “Member” of the Program if he or she is a participant in the Savings Plans and is not permitted to receive Retirement Account contributions to the Savings Plans at least equal to the maximum rate of Retirement Account contributions applicable to his or her age because of the limitations under the Code listed in section 3 below.

3. Amount of Benefits

The benefit accrued under the Program for a Member shall be equal to the amount of contributions and investment earnings credited to the Member’s Non Tax-Qualified Retirement Account (“Account”) established under the Program, which shall be a notional account.

(a) Contributions to the Non Tax-Qualified Retirement Account

With respect to a month in which a Member’s ability to receive the full Retirement Account contributions applicable to his or her age is restricted by Code sections 401(a)(17) and 415(c), the full Retirement Account contribution which would otherwise have been deposited into the Savings Plans on behalf of the Member will be credited for such month to the Member’s Account under the Program. The amount to be credited shall be equal to the greater of:

(1) the product of the Member’s monthly base salary that, on a year-to-date basis, is more than the Code section 401(a)(17) annual compensation limit for the year, multiplied by the applicable age-weighted crediting rate in effect for the Member, as shown below:

Participants in the Savings Fund Plan

Age at Beginning of Month	Crediting Rate under Program
Less than 35 years	4.75%
35 to less than 40	6.00%
40 to less than 45	7.25%
45 and above	8.50%

Participants in the Tubular Plan – Crediting Rate is 4%

(2) the amount of Retirement Account contributions which could not be contributed to the Savings Plans as a result of the applicable limit under Code section 415(c).

Any amount credited to a Member’s Account will be subject to the requirements and limitations of Code section 409A and the Treasury Regulations thereunder.

(b) Invest or Rat

Notwithstanding the foregoing specified form of payment, with respect to benefits accrued from December 31, 2006 through August 31, 2013, and subject to section 4(c) below, a Member may irrevocably elect to receive such benefits payable in the form of a single life annuity. An election may not become effective for 12 months from the date on which it is made, and such election must be submitted to the Corporation more than 12 months prior to the date the benefits are otherwise scheduled to be paid. In addition, the payment date elected for the commencement of monthly annuity installment payments must be deferred for a minimum of five years from the date such benefits would otherwise have been paid. The Member shall also have the right to elect among actuarially equivalent life annuity forms of payment, which election may be made at any time whether the Member has made [illegible]

5. General Provisions

(a) Administration

The United States Steel and Carnegie Pension Fund shall be the "Plan Administrator" and named fiduciary with respect to the administration of the Program. The Plan Administrator shall have full discretion and authority to decide all questions arising out of and relating to the administration of this Program. The decision of the Plan Administrator shall be final and conclusive as to all questions of interpretation and application of the Program.

(b) Amendment or Termination of Program

The Corporation reserves the right to make any changes in this Program or to terminate this Program as to any or all groups of employees covered under this Program, but in no event shall such amendment or termination adversely affect the zh l bes teeUnr (b)Reference to the specific provisions of the Program on which the determination is based;

(c)A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(d)A description of the review procedures under the Program and the time limits applicable to such procedures, including a statement of the claimant’s right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) following an adverse benefit determination on final review.

If a claim for benefits is denied, the claimant may within 60 days after receipt of the denial appeal in writing to the Vice President – Administration, United State n]’

UNITED STATES STEEL CORPORATION
SUPPLEMENTAL THRIFT PROGRAM
Effective January 1, 2005, Amended and Restated Effective January 1, 2019

1. <u>History and Purpose</u>

United States Steel Corporation (the "Corporation") established the United States Steel Corporation Supplemental Thrift Program (the "Program"), and hereby amends and restates the Program effective January 1, 2019, as set forth herein with respect to participation and benefits on and after such date. The Program was previously amended and restated effective January 1, 2005 to comply with section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), except with respect to benefits that were vested under the Program on or before December 31, 2004. Benefits accrued prior to January 1, 2005 are and shall remain payable in accordance with the terms of the Program in effect on December 31, 2004.

The purpose of this Program is to compensate individuals for the loss of "Company Matching Contributions" under the United States Steel Corporation Savings Fund Plan for Salaried Employees ("Savings Plan") or the U. S. Steel Tubular Services Savings Plan (collectively, the "Plans") that occurs due to certain limits established under the Code or that are required under the Code. The term "Employer" shall mean the Corporation and any other company that is a participating employer in the Plans.

2. <u>Eligibility</u>

Except as otherwise provided herein, an individual is a "Member" of the Program if he or she is a participant in either of the Plans and does not receive the maximum Company Matching Contributions under the Plans because of the limitations under the Code listed in section 3 below.

3. <u>Amount of Benefits</u>

(a) <u>Company Matching Contributions</u>

With respect to a month in which a Member's ability to either:

(1) save on a pre-tax and/or after-tax basis under either of the Plans at a rate at least equal to the maximum rate of Company Matching Contributions is restricted by the limitations under Code sections 401(a)(17), 401(k), 402(g), and 415(c), or

(2) save on an after-tax basis under either of the Plans at a rate at least equal to the maximum rate of Company Matching Contributions is restricted by Code section 401(m),

the full Company Matching Contributions which would otherwise have been deposited into the Plans on behalf of the Member will be credited for such month to a notional account (the "Account") established under the Program for the Member (regardless of the Member's rate of savings under the Plans).

A Member's Account will be credited with investment earnings in the same manner as if the amount had been deposited in the applicable Plan for investment in the U. S. Steel Stock Fund. The number of shares to be credited to a Member's Account (book entry only) will be calculated using the amount of contribution and the net asset value of United States Steel Corporation Common Stock at markets close on the processing date. Except as otherwise provided, the rules under the Plans for determining service for vesting, Corporation stock values, share determination, and beneficiary designations will be applicable under this Program.

(b) <u>Special Rules for Sold Location Participants</u>

For purposes of this Program, a Sold Location Participant is a Member who is covered under the Sale of Facilities provisions under the USS Pension Plan. A Sold Location Participant who elects to cease accruals and commence distribution of his or her benefit under the USS Pension Plan on or after attainment of the USS Pension Plan's normal retirement age of 65, but prior to termination of employment with the purchasing entity (or their successors) (the "Plan Retirement Date"), shall not be eligible for future accruals under this Program following the Plan Retirement Date; provided that neither such election nor cessation of future accruals shall have any effect on the form and time of payments otherwise provided in section 4 herein. The Member's benefits under this Program shall be calculated as of his or her Plan Retirement Date; provided that, for the man P

(2) Notwithstanding the form of payment specified in paragraph 1, with respect to benefits accrued from January 1, 2005 through August 31, 2013, and subject to section 4(c) below, a Member may irrevocably elect to receive such benefits payable in the form of a single life annuity. An election may not become effective for 12 months from the date on which it is made, and such election must be submitted to the Corporation more than 12 months prior to the date the benefits are otherwise scheduled to be paid. In addition, the payment date elected for the commencement of monthly annuity installment payments must be deferred for a minimum of five years from the date such benefits would otherwise have been paid. The Member shall also have the right to elect among actuarially equivalent life annuity forms of payment, which election may be made at any time when the Member has made a valid election to receive an annuity form of payment.

[illegible] reasonable actuarial assumptions uniformly applied as determined by the Plan [illegible] most recent valuation date by their life expectancy per the applicable mortality table under the Corporation [illegible]

For purposes of this Program, a Member's entire benefit amount shall be considered deferred in taxable years beginning after December 31, 2004 if the Member haahse haaxngd hahe ahhit Mears hf heset

All claims for benefits under the Program must be filed with the Plan Administrator within one year after the Member’s termination of employment with the Employer.

If a claim is wholly or partially denied, the Plan Administrator shall notify the claimant of the adverse benefit determination within 90 days after receipt of the claim, unless the cd’r

UNITED STATES STEEL CORPORATION
SUPPLEMENTAL RETIREMENT ACCOUNT PROGRAM
Effective December 31, 2006, Amended and Restated Effective January 1, 2019

1. **History and Purpose**

United States Steel Corporation (the "Corporation") established the United States Steel Corporation Supplemental Retirement Account Program (the "Program"), and hereby amends and restates the Program effective January 1, 2019, as set forth herein with respect to participation and benefits on and after such date. The Program was previously amended to comply with section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

The purpose of this Program is to provide a pension benefit for certain executives and certain other key managers with respect to compensation paid under the incentive compensation plans maintained by the Corporation, its subsidiaries, and its affiliated companies.

2. **Eligibility**

An employee of the Corporation, a domestically incorporated Subsidiary Company, or United States Steel and Carnegie Pension Fund (collectively, the "Employer") shall be a "Member" of the Program if the employee is a General Manager (Level 9) or higher level employee. Members who are moved to a position below the General Manager level for a reason other than performance shall continue to be Members of the Program.

3. **Amount of Benefit**

The benefit accrued under the Program for a Member shall be equal to the amount of contributions and investment earnings credited to the Member's Supplemental Retirement Account ("Account") established under the Program, which shall be a notional account.

(a) Annual Contributions

A Member's Account shall be credited with contributions equal to the bonus awards paid to the Member pursuant to the Corporation's Executive Management Annual Incentive Compensation Plan, Short-Term Incentive Plan and/or under similar incentive plans (or under profit sharing plans if the Employer has a profit sharing plan rather than an incentive plan) as determined by the Plan Administrator (as defined in section 5(a) below) in its sole discretion (hereinafter "Incentive Compensation") multiplied by the applicable age-weighted crediting rate in effect for the Member, as shown below:

Age at Beginning of Month Bonus Was Paid	Crediting Rate under Program
Less than 35 years	4.75%
35 to less than 40	6.00%
40 to less than 45	7.25%
45 and above	8.50%

No contributions shall be made to the Member's Account based on bonus awards paid to the Member under a special incentive compensation plan that is in addition to, and not in lieu of, the Member's annual incentive compensation plan.

The crediting of contributions shall occur (a) for incentive compensation paid on an annual basis, on the date the applicable Incentive Compensation is paid to the Member, or (b) for incentive compensation paid on a quarterly basis, on the date of the last quarterly payment of Incentive Compensation for the year based on the aggregate quarterly Incentive Compensation for the year.

Notwithstanding anything to the contrary contained herein, no contributions shall be credited to a Member's Account with respect to Incentive Compensation paid to the Member (a) prior to the date he or she becomes a Member of the Program, or (b) after the date the Member was no longer covered by this Program.

(b) Catch-Up
Accruals

Each Member (other than an employee who was covered under the Supplemental Pension Program on December 31, 2015) shall be eligible to receive a Catch-up Accrual. A Member's Account shall be credited with a Catch-up Accrual at the end of the first full month of the Member's participation in the Program equal to the product of:

(i) 10 years of prior service (or, if less, the Member's prior years of eligible service with the Corporation for which he or she did not receive an accrual under this Program), times

(ii) the target percentage that applies to General Manager level employees under the United States Steel Corporation Short Term Incentive Plan ("STIP") as of the determination date, regardless of whether the Member is covered by the STIP, times

(iii) the Member's annual base salary as of the determination date, times

(iv) the Member's age-based Crediting Rate referenced in the chart above as of the determination date.

For purposes of the Catch-up Accrual, the determination date is the last day of the month preceding the first full month of the Member's

election. For employees in the Program on July 31, 2013, a one-time irrevocable election to receive a lump sum payment must be made prior to September 1, 2013 in order to be valid. For employees who become eligible to participate in the Program after July 31, 2013, the one-time irrevocable election must be made within 30 days after the individual becomes eligible and will be effective with respect to benefits accruing subsequent to the election.

In the event a Member dies prior to termination of employment, the benefits shall be paid to the Member’s surviving spouse (or to the Member’s estate, if there is no surviving spouse) in the form of a lump sum distribution. The payment date shall be on the last business day of the calendar month following the month in which such death occurred.

In the event a Member dies after termination of employment but prior to receiving the benefits credited to his or her Account under the Program, the benefits will be paid to the Member’s surviving spouse (or to the Member’s estate, if there is no surviving spouse) in the form of a lump sum distribution on the last business day of the calendar month following the month in which the Member’s termination of employment occurred.

(c) Delay in Payment to Specified Employees

In the case of any Member who is determined by the Plan Administrator to be a “specified employee” (as defined in Code section 409A(a)(2)(B)(i)) and the regulations thereunder), no amount of such Member’s distribution shall be distributed as described in sections 4(a) or 4(b) above, but rather shall be payable (or payments shall commence in the case of an annuity form of payment) on the first business day of the seventh month following the date of the Member’s termination of employment (or, if earlier, the last business day of the calendar month following the month of the Member’s death). During this six-month delay period, earnings will accrue and be payable, on the date specified in the preceding sentence, on the balance due in the same manner as if the balance in the Account had been invested as provided in section 3(c) above. In the case of an annuity form of payment, installments otherwise payable in the first six months following separation from service shall be accumulated and paid on the first day of the seventh month following the date of the Member’s termination of employment (or, if earlier, the last business day of the calendar month following the month of the Member’s death).

(d) Full and Final Settlement

Any lump sum distribution payable as described above following termination of employment or death shall represent full and final settlement of all benefits provided under the Program.

>((e) Reemployment

A Member’s Account shall be forfeited if the Member retires or terminates employment with the Employer prior to being eligible to receive a distribution under the Program. Effective January 1, 2018, in the event the Member is subsequently reemployed by the Employer before the completion of five consecutive one-year breaks in Continuous Service (as determined under the United States Steel Corporation Savings Fund Plan for Salaried Employees or the U. S. Steel Tubular Services Savings Plan, whichever plan is applicable to the Member), the Member’s Account shall be restored without the accrual of any investment earnings during the break in service. Notwithstanding any contrary provision of the Program, a Member shall not be eligible to receive any additional Catch

+

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, David B. Burritt, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United States Steel Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 3, 2019

/s/ David B. Burritt

ide 13a nccöol es2e ianes. isib aned undered undelo

CHIEF FINANCIAL OFFICER CERTIFICATION

I, Kevin P. Bradley, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United States Steel Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

o accordancenera nfor

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with genera n accandntin thdanc 13oxtei nXen8o Mlocedures,r es,cc

CHIEF EXECUTIVE OFFICER
CERTIFICATION PURSUANT TO
18 U.S.C. S[illegible]

I, David B. Burritt, Presid[illegible]

CHIEF FINANCIAL OFFICER
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350

I, Kevin P. Bradley, President, Executive Vice President and Chief Financial Officer of United States Steel Corporation, certify that:

(1) The Quarterly Report on Form 10-Q of United States Steel Corporation for the period ending March 31, 2019, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the foregoing report fairly presents, in all material respects, the financial condition and results of operations of United States Steel Corporation.

/s/ Kevin P. Bradley

Kevin P. Bradley