
U

2. ADVISORY VOTE ON EXECUTIVE COMPENSATION

The results of the non-binding advisory vote to approve the compensation of certain executive officers of the Corporation were as follows:

Votes For	Votes Against	Abstentions	Broker Non-Votes
33,879,183	11,385,152	2,361,099	73,272,564

3. RATIFICATION OF APPOINTMENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The appointment of PricewaterhouseCoopers LLP as the independent registered public accounting firm of the Corporation for 2020 was ratified by the following votes:

Votes For	Votes Against	Abstentions	Broker Non-Votes
109,047,969	9,519,816	2,330,213	0

4. AMENDMENT AND RESTATEMENT OF THE 2016 OMNIBUS INCENTIVE COMPENSATION PLAN

The amendment and restatement of the 2016 Omnibus Incentive Compensation Plan was approved by the following votes:

Votes For	Votes Against	Abstentions	Broker Non-Votes
36,623,418	8,515,693	2,486,323	73,272,564

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

[10.1](#) United States Steel Corporation 2016 Omnibus Incentive Compensation Plan, as amended



SIGNATURE

Pursuant to the requirem m

UNITED STATES STEEL CORPORATION
2016 OMNIBUS INCENTIVE COMPENSATION PLAN

As Amended and Restated Effective April 28, 2020

SECTION 1. ADOPTION AND PURPOSE

- 1.01 **Adoption.** The United States Steel Corporation 2016 Omnibus Incentive Compensation Plan (the “Plan”) was initially adopted by the Board of Directors of United States Steel Corporation (the “Corporation”) on February 22, 2016, and approved by the stockholders on April 26, 2016. The Plan was amended with the approval of the stockholders effective April 25, 2017, to increase the number of shares authorized for issuance under the Plan. The Plan has been further amended and is restated as set forth herein by the Board of Directors on February 25, 2020, to be effective April 28, 2020, subject to approval by the stockholders on April 28, 2020.
- 1.02 **Purpose.** The purpose of the Plan is to assist the Corporation in attracting, retaining and motivating employe

(1) any person (as such term is m

~~the fair market value~~ of shares of any stock, including but not limited to Common Stock, or units of any other securities (herein "shares"), shall be the average of the highest and lowest sales prices per share for the date as of which Fair Market Value is to be determined in the principal market in which such shares are traded, as quoted in (or in such other reliable publication as the Committee, in its discretion, may determine to rely upon). If the Fair Market Value of shares on any date cannot be determined on the basis set forth in the preceding sentence, or if a determination is required as to the Fair Market Value on any date of property other than shares, the Committee shall in good faith determine the Fair Market Value of such shares or other property on such date. Fair Market Value shall be determined without regard to any restriction other than a restriction which, by its terms, will never lapse.

- (s) "Full-Value Shares" shall have the meaning provided in Section 4.01 hereof.
- (t) "Good Reason" shall mean, without the Participant's express written consent, the occurrence after a Change in Control, of any one or more of the following:
 - (1) the assignment to the Participant of duties inconsistent with the Participant's position immediately prior to the Change in Control or a reduction or adverse alteration in the nature of the Participant's position, duties, status or responsibilities from those in effect immediately prior to the Change in Control;
 - (2) a reduction by the Corporation in the Participant's annualized and monthly or semi-monthly rate of base salary (as increased to incorporate the Participant's foreign assignment premium, if any, while on foreign assignment) as in effect on the Change in Control or as the same shall be increased from time to time;
 - (3) the Corporation's requiring the Participant to be based at a location in excess of fifty (50) miles from the location where the Participant is based immediately prior to the Change in Control;
 - (4) ~~the fair market value~~ the Corporation to continue, substantially as in effect immediately prior to the Change in Control, all of the Corporation's employee benefit, incentive compensation, bonus, stock option and stock award plans, programs, policies, practices or arrangements in which the Participant participates (or substantially equivalent successor plans, programs, policies, practices or arrangements) or the failure by the Corporation to continue the Participant's participation therein on substantially the same basis, both in terms of the amount of benefits provided and the level of the Participant's participation relative to other participants, as existed immediately prior to the Change in Control; and
 - (5) any purported termination by the Corporation of the Participant's employment that is not effected pursuant to a written ~~men ta~~ control or ~~to~~

(2)if the employment or engagement of a Participant with the Corporation and its Subsidiaries and Affiliates shall be involuntarily terminated under circumstances which would qualify the Participant for benefits under a severance plan of the Corporation, or

(c) _____ At or prior to the time a Performance Award is granted

6.07 **Limitation on Awards to Non-Employee Directors.** Notwithstanding any other provision of

