

If this Form is a registration statement	pursuant to General Instruction I.D.	or a post-effective amendment thereto	that shall become effective upon fil-	ing with the Commission
pursuant to Rule 462(e) under the Securities Act,	check the following box.	•	•	

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. $\Box \in$ $^{3}(P \oplus \in \mathbb{R}^{+})$

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ABOUT THIS PROSPECTUS

This prospectus is a part of a "shelf" registration statement that we have filed with the Securities and Exchange Commission (the "SEC"). By using a shelf registration statement, we may offer and sell, at any time or from time to time, in one or more offerings, any combination of the securities described in this prospectus. The exhibits to our registration statement contain the full text of certain contracts and other important documents we have summarized in this prospectus. Since these summaries may not contain all the information that you may find important in deciding whether to purchase the securities we offer, you should review the full text of these documents. The registration statement and the exhibits can be obtained from the SEC as indicated under the heading "Where You Can Find More Information."

This prospectus only provides you with

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to "incorpan disclose important information to information that we file with th , and	porate by reference" into this prospectus you by referring you to those documents	and any prospectus supplement the in. The information incorporated by refe	formation in documents we file with it erence is considered to be a part of this	, which means that we prospectus, and later

FORWARD-LOOKING STATEMENTS

I his prospectp I						
	This prospectp1	This prospectp1	This prospectp1	Inis prospectp1	Inis prospectp1	This prospectp1

THE COMPANY

U. S. Steel, with operations in the U.S. and Central Europe, is transforming itself into a customer4 er4 er4 er	

RISK FACTORS

	Investing in our securities involves risks. See F
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USE OF PROCEEDS

The net proceeds from the sale of the offered securities will be used for general corporate purposes unless we specify otherwise in the prospectus writing prospectus applicable to a particular offering. General corporate purposes may include the repayment of debt,aebt,aebt,aebt,aebt,aebt,aebt,aebt,a	supplement or free mtipage maeblemt, ormfo

- 5. The times at which any premium and interest will be payable;
- 6. The place or places where principal, any premium and interest will be payable;
- 7. Any redemption or sinking fund provisions or other repayment obligations;
- 8. Any index used to determine the amount of payment of principal of and any premium and interest on the Debt Securities;
- 9. The application, if any, of the defeasance provisions to the Debt Securities;
- 10. If other than the entire principal amount, the portion of the Debt Securities that would be payable upon acceleration of the maturity thereof;
- 11. Any obligation we may have to redeem, purchase or repay the Debt Securities at the option of a holder upon the happening of any event and the terms and conditions of redemption, purchase or repayment;
- 12. Whether the Debt Securities will be issued in whole or in part in the form of one or more global securities, and in such case, the depositary for the global securities;
- 13. Any additional covenants applicable to the Debt Securities being offered;
- 14. Any additional events of default applicable to the Debt Securities being offered;
- 15. The terms of subordination, if applicable;
- 16. The terms of conversion, if applicable;
- 17. Any material provisions of the applicable indenture described in this prospectus that do not apply to the Debt Securities; and
- 18. Any other specific terms including any terms that may be required by or advisable under applicable law.

Except with respect to book-entry securities, Debt Securities may be presented for exchange or registration of transfer, in the manner, at the places and subject to the restrictions set forth in the Debt Securities and the applicable prospectus supplement. Such services will be provided without charge, other than any tax or other governmental charge payable in connection therewith, but subject to the limitations provided in the indentures.

Certain Covenants of U. S. Steel in the Indentures

Payment

U. S. Steel will pay principal of and premium, if any, and interest on the Debt Securities at the place and time described in the Debt Securities (Section 10.01). Unless otherwise provided in the applicable prospectus supplement, U. S. Steel will pay interest on any Debt Security to the person in whose name that security is registered at the close of business on the regular record date for that interest payment (Section 3.07).

Any money deposited with the trustee or any paying agent for the payment of principal of or any premium or interest on any Debt Security that remains unclaimed for two years after that amount has become due and payable will be paid to U. S. Steel at its request. After this occurs, the holder of that security must look only to U. S. Steel for payment of that amount and not to the trustee or paying agent (Section 10.03).

Merger and Consolidation

U. S. Steel will not merge or consolidate with any other entity or sell or convey all or substantially all of its assets to any person, firm, corporation or other entity, except that U. S. Steel may merge or consolidate with, or sell or convey all or substantially all of its assets to, any other entity if (i) U. S. Steel is the continuing entity, or the successor entity (if other than U. S. Steel) is organized and existing under the laws of the United States of America,

issuance of Debt Securities in uncertificated form; (e) to add to, change or eliminate any of the provisions of that indenture in respect of one or more series of Debt Securities thereunder, under certain conditions designed to protect the rights of any existing holder of those Debt Securities; (f) to secure all or any series of Debt Securities; (g) to establish the forms or terms of the Debt Securities of any series; (h) to evidence the appointment of a successor trustee and to add to or change provisions of that indenture necessary to provide for or facilitate the administration of the trusts under that indenture by more than one trustee; or (i) to cure any ambiguity, to correct or supplement any provision of that indenture which may be defective or inconsistent with another provision of that indenture or to make other amendments that do not adversely affect the interests of the holders of any series of Debt Securities in any material respect (Section 9.01).

U. S. Steel and the trustee may otherwise modify each indenture or any supplemental indenture with the consent of the holders of not less than a majority in aggregate principal amount of each series of Debt Securities affected thereby at the time outstanding, except that no such modifications shall, without the consent of the holder of each Debt Security affected thereby (i) extend the fixed maturity of any Debt Securities or any installment of interest or premium on any Debt Securities, or reduce the principal amount thereof or reduce the rate of interest or premium payable upon redemption, or reduce the amount of principal of an original issue discount Debt Security or any other Debt Security that would be due and payable upon a declaration of acceleration of the maturity thereof, or change the currency in which the Debt Securities are payable or impair the right to institute suit for the enforcement of any payment after the stated maturity thereof or the redemption date, if applicable, or adversely affect any right of the holder of any Debt Security to require U. S. Steel to repurchase that security, (ii) reduce the percentage in principal amount of outstanding Debt Securities of any series, the consent of the holders of which is required for any waiver or supplemental indenture, (iii) modify the provisions of that indenture relating to the waiver of past defaults or the waiver or certain covenants or the provisions described under the heading "Modification of the Indentures," except to increase any percentage set forth in those provisions or to provide that other provisions of that indenture may not be modified without the consent of the holder of each Debt Security affected thereby, (iv) change any obligation of U. S. Steel to pay additional amounts, (vi) adversely affect the right of repayment or repurchase at the option of the Holder, or (vii) reduce or postpone any sinking fund or similar provision (Section 9.02).

Satisfaction and Discharge; Defeasance and Covenant Defeasance

Each indenture shall be satisfied and discharged if (i) U. S. Steel shall deliver to the trustee all Debt Securities then outstanding for cancellation or (ii) all Debt Securities not delivered to the trustee for cancellation shall have become due and payable, are to become due and payable within one year or are to be called for redemption within one year and U. S. Steel shall deposit an amount sufficient to pay the principal, premium, if any, and interest to the date of maturity, redemption or deposit (in the case of Debt Securities that have become due and payable), provided that in either case U. S. Steel shall have paid all other sums payable under that indenture (Section 4.01).

Each indenture provides, if such provision is made applicable to the Debt Securities of a series, (i) that U. S. Steel may elect either (A) to defease and be discharged from any and all obligations with respect to any Debt Security of such series (except for the obligations to register the transfer or exchange of such Debt Security, to replace temporary or mutilated, destroyed, lost or stolen Debt Securities, to maintain an office or agency in respect of the Debt Securities and to hold moneys for payment in trust) ("defeasance") or (B) to be released from its obligations with respect to such Debt Security under Section 8.01 of that indenture (being the restrictions described above under the heading "Certain Covenants of U. S. Steel in the Indentures") together with additional covenants that may be included for a particular series and (ii) that Sections 5.01(3), 5.01(4) (as to Section 8.01) and 5.01(7), as described in clauses (iii), (iv) and (vi) under "Events of Default," shall not be Events of Default under that indenture with respect to subtrictions the subtriction of Default under that indenture with respect to subtrictions the subtriction of Default, against the subtriction of Default, in the case of Debt Securities denominated in U.S. dollars, certain state and local government obligations which through the payment of principal and interest in accordance with their terms will provide money, in an amount sufficient to pay the principal of (and premium, if any) and interest on such Debt Security, o Debt. &basebs ae pri i

Payment of principal of and any premium and interest on book-entry securities represented by a global security registered in the name of or held by a depositary will be
made to the depositary, as the registered owner of the global security. Neither U. S. Steel, the trustee nor any agent of U. S. Steel or the trustee will have any responsibility or
liability for any aspect of the depositary's records or any participant's records relating to or payments made on account of beneficial ownership interests in a global security or
for maintaining, supervising or reviewing any of the depositary's records or any participant's records relating to the beneficial ownership interests. Payments by participants to
owners of beneficial interests in a global security held through such participants will be governed by the depositary's procedures, as is now the case with securities held for the
accounts of customers registered in "street name," and will be the sole responsibility of such participants.

A global security representing a book-entry security is exchangeable for definitive Debt Securities in registered form, of like tenor and of an equal aggregate principal amount registered in the name of, or is transferable in whole or in part to, a person other than the depositary for that global security, only if (a) the depositary notifies U. S. Steel that it is unwilling or unable ep stes rf &rwi ey not epilmheir cranical heavy only if (b) the depositary notifies U. S. Steel that it is unwilling or unable ep stes rf &rwi ey not epilmheir cranical heavy only if (a) the depositary notifies U. S. Steel that it is unwilling or unable ep stes rf &rwi ey not epilmheir cranical heavy only if (a) the depositary notifies U. S. Steel that it is unwilling or unable ep stes rf &rwi ey not epilmheir cranical heavy only if (a) the depositary notifies U. S. Steel that it is unwilling or unable ep stes rf &rwi ey not epilmheir cranical heavy only if (a) the depositary notifies U. S. Steel that it is unwilling or unable ep stes rf &rwi ey not epilmheir cranical heavy only if (a) the depositary notifies U. S. Steel that it is unwilling or unable ep stes rf &rwi ey not epilmheir cranical heavy only if (a) the depositary notifies U. S. Steel that it is unwilling or unable ep stes rf &rwi ey not epilmheir cranical heavy only if (a) the depositary notifies U. S. Steel that it is unwilling or unable ep steel heavy only if (b) the depositary notifies U. S. Steel that it is unwilling or unable ep steel heavy only if (b) the depositary notifies U. S. Steel that it is unwilling or unable ep steel heavy only if (c) the depositary notifies U. S. Steel that it is unwilling or unable ep steel heavy only if (c) the depositary notifies U. S. Steel that it is unwilling or unable ep steel heavy only if (c) the depositary notifies U. S. Steel that it is unwilling or unable ep steel heavy only if (c) the depositary notifies U. S. Steel that it is unwilling or unable ep steel heavy only if (c) the depositary notifies U. S. Steel that it is unwil

DESCRIPTION OF OTHER SECURITIES

We will set forth, in the applicable prospectus supplement, a description of any warrants, depositary shares, convertible or exchangeable securities, stock purchase contracts, or stock purchase units that may be offered pursuant to this prospectus.

SELLING SECURITY HOLDERS

The applicable prospectus supplement will set forth the name of each selling security holder and the number of and type of securities beneficially owned by such selling security holder prior to and after the completion of an offering that are covered by such prospectus supplement. The applicable prospectus supplement also will disclose whether any of the selling security holders have held any position or office with, have been employed by or otherwise have had a material relationship with us or any of our affiliates during the three years prior to the date of the prospectus supplement.

PLAN OF DISTRIBUTION

We may offer the offered securities in one or more of the following ways from time to time:

- To or through underwriting syndicates represented by managing underwriters;
- Through one or more underwriters without a syndicate for them to offer and sell to the public;
- · Through dealers or agents;
- · To investors directly in negotiated sales or in competitively bid transactions; or
- · To holders of other securities in exchanges in connection with acquisitions.

The prospectus supplement for each series of securities we sell will describe the offering, including:

- The name or names of any underwriters;
- The purchase price and the proceeds to us from that sale;
- · Any underwriting discounts and other items constituting underwriters' compensation;
- Any indemnification arrangements between us and the underwriters;
- · Any stabilizing or market making transactions that the underwriters or any member of the selling group intend to engage in;
- · Any commissions paid to agents;
- The initial public offering price and any discounts or concessions allowed or reallowed or paid to dealers; and
- · Any securities exchanges on which the securities will be listed.

PART II INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14.	Other Expenses of Issuance and Distribution.
	The following table sets forth the vFe kGx D_{-}

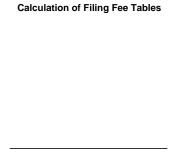
EXHIBIT INDEX

Exhibit		
Number	Description	Incorporated by Reference to Filings Indicated
1	Form of Underwriting Agreement.	*
4.1	Amended and Restated Certificate of Incorporation of United States Stee	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the reform S-3 and has dul	egistrant certifies that it has reasonal	ole grounds to believe that it meets al	l of the requirements for filing on

Signature



UNITED STATES STEEL CORPORATION,
Issuer
and
[],
Trustee
INDENTURE
Dated as of []
Subordinated Securities

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"Officers' Certificate" means a certificate signed by the Chairman of the Board, a Vice Chairman of the Board, the President or a Vice President, and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary, of the Company, and delivered to the Trustee.
"Opinion of Counsel" means a written opinion of counsel, who may be counsel for the Company.
"Original Issue Discount Security" means any Security which provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the Maturity thereof pursu of a ation o

"Place of Payment", when used with respect to the Securities of any series, means the place or places where the principal of and any premium and interest on the Securities of that series are payable as specified as contemplated by Section 3.01.

"Predecessor Security" of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by such particular Security; and, for the purposes of this definition, any Security authenticated and delivered under Section 3.06 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Security shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Security.

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

"Redemption Price", when used with respect to any Security to be redeemed, means the price at which it is to be redeemed pursuant to this Indenture.

"Regular Record Date" for the interest payable on any Interest Payment Date on the Securities of any series means the date specified for that purpose as contemplated by Section 3.01.

"Responsible Officer", when used with respect to the Trustee, means any vice president, any assistant treasurer, any trust officer or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

"Securities" has the meaning stated in the first recital of this Indenture and more particularly means any Securities authenticated and delivered under this Indenture.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

"Security Register" and "Security Registrar" have the respective meanings specified in Section 3.05.

"Senior Debt" means the principal of, and any premium and interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Company, whether or not such claim for post-petition interest is allowed in such proceeding) on the Company's Debt, whether incurred on, before or after the date of this instrument, unless the instrument creating or evidencing such Debt or under which such Debt is outstanding provides that obligations created by it are not superior in right of payment to the Securities.

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Section 1.04	Acts of Holders; Record Dates .
	Any request,ct
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Without limiting the foregoing, a Holder entitled hereunder to give or take any action hereunder with regard to any particular Security may do so with regard to all or any part of the principal amount of such Security or by one or more duly appointed agents each of which may do so pursuant to such appointment with regard to all or any different part of such principal amount.

Section 1.05 Notices, Etc., to Trustee and Company.

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

- (1) the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing (which may be via facsimile) to or with the Trustee at its Corporate Trust Office, Attention: Corporate Trust Administration, or
- (2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Company addressed to it at the address of its principal office specified in the first paragraph of this instrument or at any other address previously furnished in writing to the Trustee by the Company.

Section 1.06 Notice to Holders; Waiver .

Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at his address as it appears in the Security nmsveee" noticesse he d he Sesse pace Trn in

The following Trust Indenture Act terms used in this Indenture have the following meanings:

"commission" means the United States Securities and Exchange Commission.

"indenture securities" means the Securities.

"indenture security holder" means a Holder.

"indenture to be qualified" means this Indenture

United States Steel Corporation, a corporation duly organized and existing under the laws of Delaware (herein called the "Company", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to , or registered assigns, the principal sum of Dollars on [if the Security is to bear interest prior to Maturity, insert—, and to pay in each year, commencing at the rate of % per annum, until the principal hereof is paid or made available for payment [if applicable, insert—, and at the rate of % per annum, until the principal hereof is paid or made available for payment [if applicable, insert—, and at the rate of % per annum on any overdue installment of interest]. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more spreadsports in the principal such and that the rate of whether or not a Business the state of the prior in the thay thin is nthe of Yelater from buuch rinci

Section 2.03 Form of Revers

Redemption Price For Redemption Through Operation of the Sinking Fund

Year

Redemption
Price For Redemption
Otherwise Than Through
Operation of the Sinking Fund

and thereafter at a Redemption Price equal to % of the principal amount, together in the case of any such redemption (whether through operation of the sinking fund or otherwise) with accrued interest to the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates refer t "



whole or in part, at the	e option of the Company;				ich Securities of the serie	
option of a Holder the	reof and the period or per	riods within which, the pr	ice or prices at which ar	d the terms and condition	sinking fund or analogous ons upon which Securities	of the series shallanyor

If any of the terms of the series are established by action taken pursuant to an Establishment Action, a copy of an appropriate record of such action shall be certified by the Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Officers' Certificate setting forth the terms of the series.

The Company may, from time to time, by an Establishment Action and subject to compliance with any other applicable provisions of this Indenture, without the consent of the Holders, create and issue pursuant to this Indenture additional securities of any series of Securities ("Add On Securities") having terms and conditions identical to those of such series of Outstanding Securities, except that such Add On Securities:

(i) may have a dif e esstmay, f

Section 3.06 Mutilated, Destroyed, Lost and Stolen Securities.

If any mutilated Security is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a new Security of the same series and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

If there shall be delivered to the Company and the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security and (ii) such security or indemnity as may be required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a bona fide purchaser, the Company shall execute and the Trustee shall authenticate and deliver, in lieu of any such destroyed, lost or stolen Security, a new Security of the same series and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Security, pay such Security.

Upon the issuance of any new Security under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Security of any series issued pursuant to this Section in exchange for any mutilated Security or in lieu of any destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company, whether or not the mutilated, destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of that series duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

Except as otherwise provided as contemplated by Section 3.01 with respect to any series of Securities, interest on any Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest.

Any interest on any Security of any series which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date by virtue of having been such Holder, and such Defaulted Interest may be paid by the Company, at its election in each case, analmpabusine lause (1) or (y) below

ARTICLE IV

SATISFACTION AND DISCHARGE

Section 4.01	Satisfaction	and Discharge	of Indenture .

This Indenture shall upon Company

Section 5.02 <u>Acceleration of Maturity; Rescission and Annulment</u>.

If an Event of Default with respect to Securities of any series at the time Outstanding occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Securities of that series may declare the principal amount (or, if any of the Securities of that series are Original Issue Discount Securities, such portion of the principal amount of such Securities as may be specified in the terms thereof) of all of the Securities of that series to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount (or specifical amount) shall become immediately due and payable.

If an Event of Default with respect to Securities of any series occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Securities of such series by such appropriate judicial proceedings as the Trustee shall deem necessary to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

Section 5.04 Trustee May File Proofs of Claim.

In case of any judicial proceeding relative to the Company (or any other obligor upon the Securities), its property or its creditors, the Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise, to take any and all actions authorized under the Trust Indenture Act in order to have claims of the Holders and the Trustee allowed in any such proceeding. In particular, the Trustee shall be authorized to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 6.07.

No provision of this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding; provided, however, that the Trustee may, on behalf of the Holders, vote for the election of a trustee in bankruptcy or similar official and be a member of a creditors or other similar committee.

Section 5.05 Trustee May Enforce Claims Without Possession of Securities.

All rights of action and claims under this Indenture or the Securities may be prosecuted and enforced by the Trustee without the possession of any of the Securities or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Securities in respect of which such judgment has been recovered.

Section 5.06 <u>Application of Money Collected</u>

Any money collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal or any premium or interest, upon presentation of the Securities and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: To the payment of all amounts due the Trustee under Section 6.07;

SECOND: To the payment of the amounts then due and unpaid for principal of and any premium and interest on the Securities in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal and any premium and interest, respectively; and

THIRD: To the Company.

Section 5.07 <u>Limitation on Suits</u>

No Holder of any Security of any series shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

(1) such Holde

Section 5.12	Control by Holders.
conducting any pr	The Holders of a majority in principal amount of the Outstanding Securities of any series shall have the right to direct the time, method and place of occeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Securities of such series,
provided	

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 5.01(5) or (6) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any Bankruptcy Law.

The Company's obligations under this Section 6.07 and any lien arising hereunder shall survive the resignation or removal of the Trustee, the discharge of the Company's obligations pursuant to Article IV of this Indenture and any rejection or termination of this Indenture under any Bankruptcy Law.

Section 6.08 Replacement of Trustee .

The Trustee may resign at any time with respect to the Securities of one or more series by so notifying the Company in writing. The Holder or Holders of a majority in principal amount of the outstanding Securities of a series may remove the Trustee with respect to Securities of such series by so notifying the Company and the Trustee Hillerwriting aspectators appoint in surface with respect to Securities of such series with the Company's consent. The Company may remove the Trustee if:

- (1) the Trustee fails to comply with Section 6.10;
- (2) the Trustee is adjudged bankrupt or insolvent;
- (3) a receiver, custodian, or other public officer takes charge of the Trustee or its property; or

th exrus

(4) the Trustee becomes incapable of acting.

If The Attainable resigns or is removed or if a vacancy exists in the office of Trustee, with respect to the Securities of one or more series, for any reason, the Company shall promptly appoint a successor Trustee, with respect to Securities of that or those series. Within one year after the successor Trustee with respect to a series of Scient Height Reason TruingS ith sepects the depoints a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to a series of Scient Height Reason Trustee with respect to the Scient Height Reason Truste

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.01	Supplementa	l Indentures	Without	Consent of	of Holders

Without the consent of any Holders, the Company, when authorized by an Establishment Action, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(1) to evidence the succession of another Person to the Company and the assumption by any such successor of the covence supento pu ~ 4

Section 9.02 <u>Supplemental Indentures with Consent of Holders</u>.

With the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series affected by such supplemental indenture, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by an Establishment Action, and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture; <a href="majority-new-vertical-vert

(1) change the Stated Maturity of the principal of, or any installment of principal of or interest on, any Security, or reduce the principal amount thereof or the rate of interest or the time of payment of interest thereon or any premium payable upon the redemption thereof, or reduce the amount of the principal of an Original Issue Discount Security that would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 5.02, or change the coin or currency in which, any Security or any premium or interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, ritycowever

Section 10.05 Corporate Existence .

Subject to Article VIII, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence in accordance with its organizational documents and the rights (charter and statutory) and corporate franchises of the Company; provided, however, that the Company shall not be required to preserve, with respect to itself, any right or franchise, if (a) the Board of Directors of the Company shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and (b) the loss thereof is not disadvantageous in any material respect to the Holders.

Section 10.06 Waiver of Certain Covenants.

Except as otherwise specified as contemplated by Section 3.01 for Securities of such series, the Company may, with respect to the Securities of any series, omitin any particular instance to comply with any term, provision or condition set forth in any covenant pursuant to Section 3.01(17), 9.01(2) or 9.01(7) for the benefit of the Holders of such series or in Section 10.05, if the Holders of at least a majority in principal amount of the Outstanding Securities of such series shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent expressly waived and, until such waiver shall become effective, the obligations of the Company and the duties of the trustee in respect of any such term, provision or condition shall remain in full force and effect.

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REDEMPTION OF SECURITIES su in on pato on Copn pl " ;

Section 11.01 Applicability toofe Anniele (toding in billiophis) files in the compact of the Com specifiedrane donthin filhet coldicion in I and a ct ny s on Cp mplives to inc Cohange, a ct

The Trustee shall promptly notify the Company in writing of the Securities selected for redemption and, in the case of any Securities selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities shall relate, in the case of any Securities redeemed or to be redeemed only in part, to the portion of the principal amount of such Securities which has been or is to be redeemed.

$Section \ 11.04 \qquad \underline{Notice \ of \ Redemption} \ .$

Notice of redemption shall be given by first-class mail, yci t esselected

ARTICLE XIII

DEFEASANCE AND COVENANT DEFEASANCE

The Company may elect, at its option at any time, to have either Section 13.02 or Section 13.03 applied to the Outstanding Securities of any series designated pursuant to Section 3.01 as being defeasible pursuant to this Article XIII (hereinafter called a "Defeasible Series"), upon compliance with the conditions set forth below in this Article XIII. Any such election shall be evidenced by an Establishment Action or in another manner specified as contemplated by Section 3.01 for such Securities.

Section 13.02 <u>Defeasance and Discharge</u>.

Upon the Company's exercise of the option provided in Section 13.01 to have this Section 13.02 applied to the Outstanding Securities of any Defeasible Series and subject to Section 13.01, the Company shall be deemed to have been discharged from its obligations with respect to the Outstanding Securities of such series as prior to the Outstanding Securities of such series

(1) contemplated by	The Company sh Section 6.09 and a	nall irrevocably have o	deposited or caused to the provisions of this A	be deposited with the Article XIII applicable	Trustee (or another true to it) as trust funds in	stee that satisfies the req trust for the purpose of r	uirements naking the following th l

(7) Such I	Defeasance or Covenant Defeas re in default within the meanin Defeasance or Covenant Defeas a party or by which it is bound	sance shall not result in a	breach or violation of, or	constitute a default under, a	any other agreement or instru
which the Company is	a party of by which it is bound				

ARTICLE XIV

SUBORDINATION OF SECURITIES

Section 14.01 Securities Subordinate to Senior Debt

(c)	No payment on accoun



Trust Indenture



Certain Sections of this Indenture relating to Sections 310 through 318(a), inclusive, of the

Trust Indenture Act of 1939:

Act Section]	Indenture Section
§ 310	(a)(1)	6.410	
	(a)(2) (a)(3)	6.10	
	(a)(3)	Not App, cr	
	(4)(3)	Mot ripp, or	

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statementon Form S-3 of United States Steel Corporation of our report dated February 11, 2022 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in United States Steel Corporation's Annual Report on Form 10-K for the year ended December 31, 2021. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP Pittsburgh, Pennsylvania February 11, 2022

No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

- 4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-261533).
- 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-229519).
- 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant tooGNA			

EXHIBIT 7

Consolidated Report of Condition of

THE BANK OF NEW YORK MELLON

of 240 Greenwich Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System, at the close of business September 30, 2021, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar amounts in thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,784,000
Interest-bearing balances	142,725,000
Securities:	
Held-to-maturity securities	56,263,000
Available-for-sale debt securities	100,318,000
Equity securities with readily determinable fair values not held for trading	72,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	0
Securities purchased under agreements to resell	12,803,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases held for investment	29,494,000
LESS: Allowance for loan and	
lease losses	206,000
Loans and leases held for investment, net of allowance	29,288,000
Trading assets	11,512,000
Premises and fixed assets (including capitalized leases)	2,931,000
Other real estate owned	1,000
Investments in unconsolidated subsidiaries and associated companies	1,576,000
Direct and indirect investments in real estate ventures	
T	0
Intangible assets	6,936,000
Other assets	15,621,000
Total assets	385,830,000

I LADII PETES	
LIABILITIES	
Deposits:	20.5210084.000
In domestic offices	28,5 21 80 66 4,000
Noninterest-bearing	96,074,000
Interest-bearing	122,590,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	123,251,000
Noninterest-bearing	8,901,000
Interest-bearing	114,350,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	0
0 Securities sold under agreements to	
repurchase	4,020,000
Trading liabilities	2,655,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	701,000
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	8,028,000
Total liabilities	
	357,319,000
EQUITY CAPITAL	
Perpetual preferred stock and related	
surplus	0
Common stock	28,5111,01085,000
Surplus (exclude all surplus related to preferred stock)	, 416-76 , d

I, Emily Portney, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Emily Portney Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Thomas P. Gibbons Samuel C. Scott Joseph J. Echevarria

Directors