



[Table of Contents](#)

**INDEX**

	<u>Page</u>
PART I - FINANCIAL INFORMATION	
Item 1. Financial Statements:	
<a href="#">Consolidated Statement of Operations (Unaudited)</a>	1
<a href="#">Consolidated Statement of Comprehensive Income (Unaudited)</a>	2
<a href="#">Consolidated Balance Sheet (Unaudited)</a>	3
<a href="#">Consolidated Statement of Cash Flows (Unaudited)</a>	4
<a href="#">Notes to Consolidated Financial Statements (Unaudited)</a>	5
Item 2. <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	26
Item 3. <a href="#">Quantitative and Qualitative Disclosures about Market Risk</a>	43
Item 4. <a href="#">Controls and Procedures</a>	44
<a href="#">Supplemental Statistics (Unaudited)</a>	45
PART II - OTHER INFORMATION	
Item 1. <a href="#">Legal Proceedings</a>	46
Item 1A. <a href="#">Risk Factors</a>	56
Item 4. <a href="#">Mine Safety Disclosure</a>	56
Item 6. <a href="#">Exhibits</a>	56
<a href="#">SIGNATURE</a>	57
<a href="#">WEB SITE POSTING</a>	57









**Notes to Consolidated Financial Statements (Unaudited)**

**1. Basis of Presentation**

United States Steel Corporation (U. S. Steel) produces and sells steel mill products, including flat-rolled and tubular products, in North America and Central Europe. Operations in North America also include transportation services (railroad and barge operations) and real estate operations.

The year-end consolidated balance sheet data was derived from audited statements but does not include all disclosures required for complete financial statements by accounting principles generally accepted in the United States of America. The other information in these financial statements is unaudited but, in the opinion of management, reflects all adjustments necessary for a fair presentation of the results for the periods covered. All such adjustments are of a normal recurring nature unless disclosed otherwise. These financial statements, including notes, have been prepared in accordance with the applicable rules of the Securities and Exchange Commission and do not include all of the information and disclosures required by accounting principles generally accepted in the United States of America for complete financial statements. Additional information is contained in the United States Steel Corporation Annual Report on Form 10-K for the year ended December 31, 2011 which should be read in conjunction with these financial statements.

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[Table of Contents](#)

On September 15, 2011, the FASB issued Accounting Standards Update No. 2011-08, *Testing Goodwill for Impairment* (ASU 2011-08), which amends the guidance in ASC 350-20. The amendments in ASU 2011-08 provide entities with the option of performing a qualitative assessment before performing the first step of the two-step impairment test. If entities determine, on the basis of the qualitative assessment, that it is more likely than not that the fair value of the reporting unit is less than its carrying amount, an impairment test is required. [View](#)





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[Table of Contents](#)

The following table summarizes the securities that were antidilutive, and therefore, were not included in the computations of diluted loss per common share:

y7à3 iB  
1 2018

12 Months Ended

March 31, 2018

(in thousands)

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[Table of Contents](#)

Therefore, changes in their fair value are recognized immediately in the results of operations. The gains and losses recognized on these euro forward sales contracts may also partially offset the accounting remeasurement gains and losses recognized on intercompany loans.

As of March 31, 2012, U. S. Steel held euro forward sales contracts with a total notional value of approximately \$468 million. We mitigate the risk of concentration of counterparty credit risk by purchasing our forward sales contracts from several counterparties.

Additionally, we routinely enter into fixed-price forward physical purchase contracts to partially manage our exposure to price risk related to the purchases of natural gas and certain nonferrous metals used in the production process. During 2012 and 2011, all forward physical purchase contracts for natural gas and nonferrous metals have qualified for the normal purchases and normal sales exemption described in ASC Topic 815 and were not subject to marky

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(In millions)

2037 Senior Notes		350
2022 Senior Notes		-
2020 Senior Notes		600
2018 Senior Notes	500	600
2017 Senior Notes	480	500
2014 Senior Convertible Notes		



[Table of Contents](#)

U. S. Steel may redeem the 2022 Senior Notes, in whole or in part, at our option at any time or from time to time on or after March 15, 2017 at the redemption price for such notes set forth below as a percentage of the principal amount, plus accrued and unpaid interest to, but excluding, the redemption date, if redeemed during the twelve-month period beginning March 15 of the years indicated below:

<u>Year</u>	<u>Redemption Price</u>
2017	103.750%
2018	102.500%
2019	101.250%
2020 and thereafter	100.000%

**Amended Credit Agreement**

As of March 31, 2012, there were no amounts drawn on the Amended Credit Agreement, which expires July 20, 2016, and inventory values calculated in accordance with the Amended Credit Agreement supported the full \$875 million of the facility. Under the Amended Credit Agreement, U. S. Steel must maintain a fixed charge coverage ratio (as further defined in the Amended Credit Agreement) of at least 1.00 to 1.00 for the most recent four consecutive quarters when availability under the Amended Credit Agreement is less than the greater of 10% of the total aggregate commitments and \$87.5 million. Since availability was greater than \$87.5 million, compliance with the fixed charge coverage ratio covenant was not applicable. If the value of inventory does not support the full amount of the facility, we are not able to meet this covenant in the future, the full amount of this facility would not be available to the Company.

**Receivables Purchase Agreement**

As of March 31, 2012, U. S. Steel has a Receivables Purchase Agreement (RPA) under which eligible trade accounts receivable are sold, on a daily basis without recourse, to U. S. Steel Receivables, LLC (USSR), a wholly owned, bankruptcy-remote, special purpose entity used only for the securitization program. As U. S. Steel has used on



## [Table of Contents](#)

Certain AROs related to disposal costs of the majority of fixed assets at our integrated steel facilities have not been recorded because they have an indeterminate settlement date. These AROs will be initially recognized in the period in which sufficient information exists to estimate their fair value.

### 14. Fair Value of Financial Instruments

The carrying value of cash and cash equivalents, current accounts and notes receivable, accounts payable, bank checks outstanding, accrued interest, receivables sold to third party conduits and borrowings under the Receivables Purchase Agreement included in the Consolidated Balance Sheet approximate fair value. See note 11 for disclosure of U. S. Steel's derivative instruments, which are accounted for at fair value on a recurring basis.

The following table summarizes U. S. Steel's financial assets and liabilities that were not carried at fair value at March 31, 2012 and December 31, 2011.

(In millions)	March 31, 2012		December 31, 2011	
	Fair Value	Carrying Amount	Fair Value	Carrying Amount
<b>Financial assets:</b>				
Investments and long-term receivables	\$ 53	\$ 53	\$ 45	\$ 45
<b>Financial liabilities:</b>				
Debt	\$4,261	\$ 4,102	\$ 3,874	\$ 3,827
Excludes equity method investments.				
Excludes borrowings under the Receivables Purchase Agreement and capital lease obligations.				

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

*Investments and long-term receivables:* Fair value was based on Level 2 inputs which were discounted cash flows. U. S. Steel is subject to market risk and liquidity risk related to its investments.

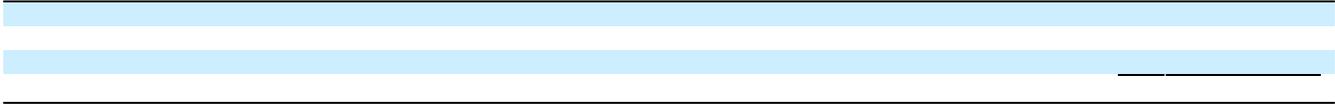
*Long-term debt instruments:* Fair value was determined using Level 2 inputs which were derived from quoted market prices and is based on the yield on public debt where available or current borrowing rates available for financings with similar terms and maturities.





In many cases in which claims have been asserted against U. S. Steel, the plaintiffs have been unable to establish any causal relationship to U. S. Steel or its products or premises; however, with the decline in mass plaintiff cases, the incidence of claimants actually alleging a claim against U. S. Steel is increasing. In addition, in many asbestos cases, the claimants have been unable to demonstrate that they have suffered any identifiable injury or compensable loss at all; that any injuries that they have incurred did in fact result from alleged exposure to asbestos; or that such alleged exposure was in any way related to U. S. Steel or its products or premises.

The amount U. S. Steel has accrued for pending asbestos claims is not material to U. S. Steel's financial position. U. S. Steel does not accrue for unasserted asbestos claims because it is not possible to determine whether any loss is probable with respect to such claims or even to estimate the amount or range of any possible losses. The vast majority of pending claims against U. S. Steel allege so-called ) such-cah-or pnnallel allllled expo the





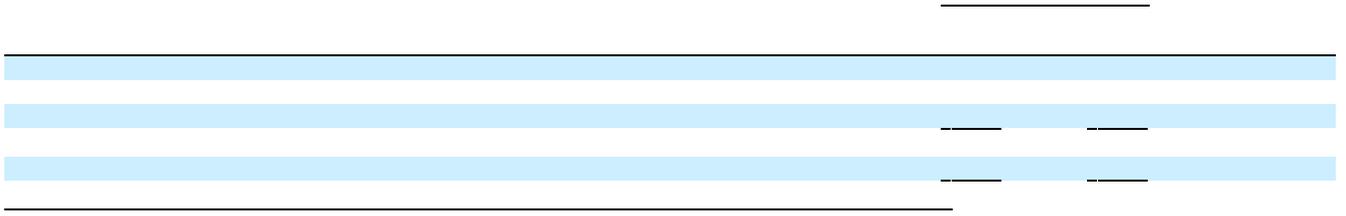


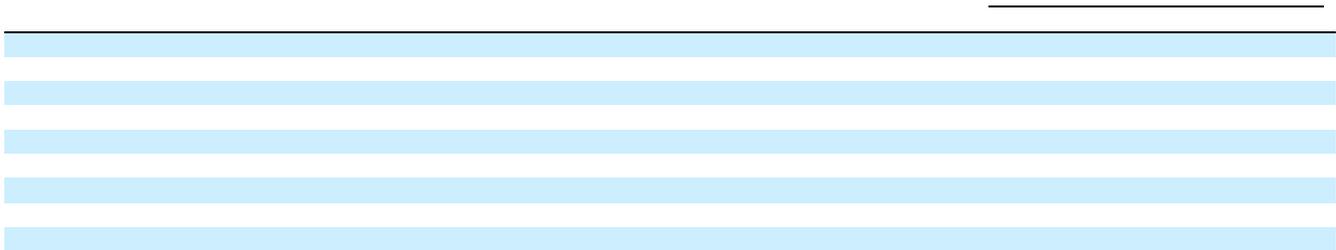














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[Table of Contents](#)

The tax provision for the first quarter of 2012 is based on an estimated annual effective rate, which requires management to make its best estimate of annual pretax income or loss. During the year, management regularly updates forecasted annual pretax results for the various countries in which we operate based on changes in factors such as prices, shipments, product mix, operating performance and cost estimates. To the extent that actual 2012 pretax results for U.S. and foreign income or loss vary from estimates made at the end of the most recent interim period, the actual tax provision or benefit recognized in 2012 could be materially different from the forecasted amount used to estimate the tax provision for the first quarter of 2012.

The net domestic deferred tax asset was \$623 million at March 31, 2012 compared to \$697 million at December 31, 2011. A substantial amount of U. S. Steel's domestic deferred tax assets are attributable to net operating loss carryforwards. The net deferred tax asset at March 31, 2012 is primarily attributable to net operating loss carryforwards of \$623 million, which is net of the deferred tax liability of \$10 million.

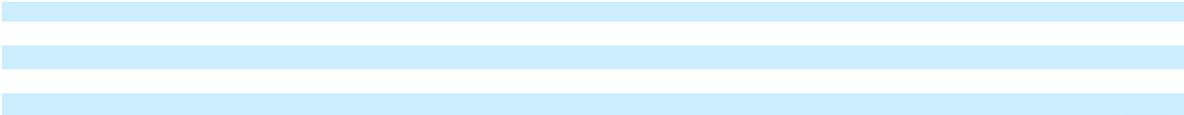


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[Table of Contents](#)

U. S. Steel's contractual commitments to acquire property, plant and equipment at March 31, 2012, totaled \$275 million.

Capital expenditures for 2012 are expected to total approximately \$900 million and remain focused largely on environmental and other strategic infrastructure projects. With regard to capital investments, we remain focused on a number of key projects of strategic importance. We have made significant progress to improve our coke self-sufficiency and Q



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## Table of Contents

As of March 31, 2012, eligible accounts receivable supported the maximum amount eligible for sale of \$625 million and there were no outstanding borrowings under this facility.

At March 31, 2012, USSK had no borrowings under its €200 million (approximately \$267 million) revolving unsecured credit facility.

At March 31, 2012, USSK had no borrowings under its €80 million credit facilities (which approximated \$107 million) and the availability was approximately \$106 million due to approximately \$1 million of outstanding customs and other guarantees.

We use standby letters of credit to provide financial assurance for certain transactions and business activities. The use of some forms of financial assurance and collateral have a negative impact on liquidity. U. S. Steel has committed \$142 million of liquidity sources for financial assurance purposes as of March 31, 2012.

At March 31, 2012, in the event of a change in control of U. S. Steel, debt obligations totaling \$3,463 million, which includes the Senior Notes and the Senior Convertible Notes, may be declared immediately due and payable. In such an event, U. S. Steel may also be required to either repurchase the leased Fairfield slab caster for \$29 million or provide a letter of credit to secure the remaining obligation.

The maximum outstanding guarantees of the indebtedness of unconsolidated entities of U. S. Steel totaled \$29 million at March 31, 2012. In the event that any default related to the guaranteed indebtedness ouef



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[Table of Contents](#)

U. S. Steel has incurred and wi

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## [Table of Contents](#)

New requirements for 2011 monitoring and reporting included greenhouse gas emissions from vacuum degassing (decarburization), and methane emissions from on-site landfills. Facilities for which greenhouse gas emissions from decarburization were determined and reported included Gary Works, Great Lakes Works, and the Edgar Thomson Plant. Calculation of landfill methane emissions from U. S. Steel facilities has been completed. However, new provisions for incorporating on-site landfill methane emissions into EPA's electronic reporting tool are still pending, and not expected to be completed until this fall.

As with previous year's reports, EPA intends to make this information publicly available from all facilities.

The European Commission (EC) has created an Emissions Trading System (ETS). Under the ETS, the EC establishes CO<sub>2</sub> emissions limits for every EU member state and approves grants of CO<sub>2</sub> emission allowances to individual emitting facilities pursuant to national allocation plans that are proposed by each of the member states. The allowances can be bought and sold by emitting facilities to cover the quantities of CO<sub>2</sub> they emit in their operations.

In July 2008, Slovakia granted USSK CO<sub>2</sub> emission allowances as part of the national allocation plan for the 2008 to 2012 trading period (NAP II) approved by the EC. Based on actual CO<sub>2</sub> emissions to date, USSK will have sufficient allowances for the NAP II period without purchasing additional allowances. In the first quarter of 2011, U. S. Steel entered into transactions to swap a portion of our emissions allowances and recognized a gain of \$6 million.

In December 2010, Slovakia enacted an 80 percent tax on excess emission allowances registered in 2011 and 2012. Although USSK believes this tax is unconstitutional and unlawful and may contest it, based on the current implementing regulations, U. S. Steel recorded expense related to this tax of \$2 million and \$5 million for the periods ended March 31, 2012 and 2011, respectively.

For the period after 2012, the ETS will employ centralized allocation rather than national allocation plans. The new ETS also includes a cap designed to achieve an overall reduction of greenhouse gases for the ETS sectors of 21% in 2020 compared to 2005 emissions and auctioning as the basic principle for allocating emissions allowances, with some transitional free allocation provided on the basis of benchmarks for manufacturing industries under risk of carbon leakage. Manufacturing of sinter, coke oven products, basic iron and steel, ferro-alloys and cast iron tubes have all been recognized as exposing companies to a significant risk of carbon leakage, but the new ETS is still expected to lead to additional costs for steel companies in Europe. We cannot reliably estimate the

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[Table of Contents](#)

country. On December 12, 2011, the government announced that Canada was exercising its legal right to formally withdraw from the 1997 Kyoto Protocol. U. S. Steel does not know what impact, if any, this action may have on greenhouse gas emission regulations and its Canadian operations. If federal greenhouse gas reduction legislation for the steel sector becomes law in Canada, it could have economic and operational consequences for U. S. Steel. It is not possible at this time to estimate the timing or impact of these or other future government actions on U. S. Steel.

In December 2007, the Ontario tøn Decembe

**OUTLOOK**

We expect all three of our operating segments to reflect positive results from operations with total segment results consistent with the first quarter. Our European segment is expected to return to positive income from operations reflecting improved average realized prices. Our Tubular segment is expected to perform well with results similar to the first quarter. Our Flat-rolled segment results are expected to decrease due primarily to higher maintenance costs.

Shipments and average realized prices for our Flat-rolled segment are expected to remain comparable to the first quarter as end user demand remains stable and spot market inventories <sup>1</sup>



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[Table of Contents](#)

The following international trade orders of interest to U. S. Steel are currently undergoing five-year (sunset) reviews in the United States: (i) an antidumping order against tin- and chromium-coated steel sheet from Japan, on which a hearing before the ITC was held on April 11, 2012; (ii) AD and CVD orders on corrosion-resistant steel from Korea; (iii) an AD order on corrosion-resistant steel from Germany; (iv) an AD order on seamless standard, line and pressure pipe from Germany; (v) a CVD order on circular welded pipe from Turkey; (vi) AD orders on circular welded pipe from Brazil, India, Korea, Mexico, Taiwan, Thailand, and Turkey.

We expect to continue to experience competition from imports and will continue to closely monitor imports of products in which we have an interest. Additional complaints may be filed if unfairly traded imports adversely impact, or threaten to adversely impact, financial results.

**NEW ACCOUNTING STANDARDS**

See Note 2 To the Consolidated Financial Statements In Part I Item 1 of this Form 10-Q.

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[Table of Contents](#)

**Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

There were no material changes in U. S. Steel's exposure to market risk from December 31, 2011 except as noted below.

Historically, volatility in the foreign currency markets has had significant implications for U. S. Steel as a result of foreign currency accounting remeasurement effects, primarily on a U.S. dollar denominated intercompany loan from a U.S. subsidiary to a European entity. As of January 1, 2012, the functional currency of

[Table of Contents](#)

**Item 4. CONTROLS AND PROCEDURES**

**EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES**

U. S. Steel has evaluated the effectiveness of its internal control over financial reporting. The evaluation was performed by the registrant's independent registered public accounting firm.





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[Table of Contents](#)

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[Table of Contents](#)

**Fairfield Works**

A consent decree was signed by U. S. Steel, EPA and the U.S. DOJ and filed with the United States District Court for the Northern District of Alabama (United States of America v.

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[Table of Contents](#)

On October 5, 2009, after an inspection of Great Lakes Works, as part of EPA Region V's regional enforcement initiative, U. S. Steel received an NOV/FOV from EPA Region V alleging that Great Lakes Works violated casthouse roof monitor and baghouse opacity limits; slag pit opacity limits; Basic Oxygen Process (BOP) roof monitor opacity limits; and certain permit recordkeeping and parametric monitoring requirements. U. S. Steel has met with EPA regarding the alleged violations and continues to negotiate resolution of the matter. EPA advised U. S. Steel that it has referred the matter to the DOJ.

On April 20, 2011, U. S. Steel Great Lakes Works received an NOV from MDEQ regarding an alleged BOP roof monitor opacity ~~www.usteel.com~~







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[Table of Contents](#)

**ASBESTOS LITIGATION**

At March 31, 2012, U. S. Steel was a defendant in approximately 715 active cases involving approximately 3,255 plaintiffs. As of December 31, 2011, U. S. Steel was a defendant in approximately 695 active cases involving approximately 3,235 plaintiffs. For the period ended March 31, 2012, settlement





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[Table of Contents](#)

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned chief accounting officer thereunto duly authorized.

UNITED STATES STEEL CORPORATION

By /s/ Gregory A. Zovko

Gregory A. Zovko  
Vice President and Controller

April 25, 2012

**WEB SITE POSTING**

This Form 10-Q will be posted on the U. S. Steel web site, [www.ussteel.com](http://www.ussteel.com), within a few days of its filing.

**FOURTH AMENDMENT TO THE SECOND AMENDED  
AND RESTATED RECEIVABLES PURCHASE AGREEMENT**

THIS FOURTH AMENDMENT TO THE SECOND AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT, dated as of February 15, 2012 (this "Amendment"), is entered into by and among U. S. STEEL RECEIVABLES LLC, a Delaware limited liability company, as Seller (the "Seller"), UNITED STATES STEEL CORPORATION (in its individual capacity "USS"), a Delaware corporation, as initial Servicer (in such capacity, together with its successors and permitted assigns in such capacity, the "Servicer"), the FUNDING AGENTS listed on the signature pages hereto, the CP CONDUIT PURCHASERS listed on the signature pages hereto, the COMMITTED PURCHASERS listed on the signature pages hereto, the LC BANKS listed on the signature pages hereto and THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as Collateral Agent for the CP Conduit Purchasers, Committed Purchasers and LC Banks (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"). Capitalized terms used and not otherwise defined herein are used as defined in the Second Amended and Restated Receivables Purchase Agreement, dated as of September 27, 2006 (as amended or otherwise modified through the date hereof, the "Agreement"), among the Seller, the Servicer, the CP Conduit Purchasers from time to time party thereto, the Committed Purchasers from time to time party thereto, the LC Banks from time to time party thereto, the Funding Agents and the Collateral Agent.

WHEREAS, the parties hereto desire to amend the Agreement in certain respects as provided herein.

NOW THEREFORE, in consideration of the premises and other material covenants contained herein, the parties hereto agree as follows:

SECTION 1. Amendment to the Agreement. The Agreement is hereby amended as follows:

(a) The first sentence of the ultimate paragraph of Section 1.4 of the Agreement is hereby amended by replacing the term "Settlement Period" where it appears therein with the term "Accrual Period".

(b) Section 1.11 of the Agreement is hereby amended by (i) replacing the term "Settlement Period" in each instance where it appears therein with the term "Accrual Period" and (ii) replacing the term "Settlement Date" where it appears therein with the term "Accrual Date".

(c) The following new defined terms are hereby added to Exhibit I to the Agreement in appropriate alphabetical order:

"Accrual Date" means (a) prior to the Facility Termination Date, the date occurring three Business Days prior to each Settlement Date and

(b) on and after the Facility Termination Date, each day selected from time to time by the Funding Agents (it being understood that the Funding Agents may select such Accrual Date to occur as frequently as daily), or, in the absence of any such selection, the day which would be the Accrual Date pursuant to clause (a) of this definition.





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B. The descriptive headings of the various sections of this Amendment are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

C. This Amendment may not be amended or otherwise modified except as provided in the Agreement.

D. Any provision in this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

E. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

(signatures begin on the next page)

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

UNITED STATES STEEL CORPORATION,  
as initial Servicer

By: /s/ John Quaid  
Name: John Quaid  
Title: Vice President & Treasurer

U. S. STEEL RECEIVABLES LLC, as Seller

By: /s/ John Quaid  
Name: John Quaid  
Title: Vice President





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BASE SALARIES OF, AND OTHER ARRANGEMENTS WITH,  
NAMED EXECUTIVE OFFICERS

On April 23, 2012, the Compensat

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, John P. Surma, 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:

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CHIEF FINANCIAL OFFICER CERTIFICATION

I, Gretchen R. Haggerty, 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 tL state anaterialfactnesessarytLmakete.

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

I, Gretchen R. Haggerty, 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, 2012, 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/ Gretchen R. Haggerty  
Gretchen R. Haggerty  
Executive Vice President  
and Chief Financial Officer

April 25, 2012

A signed original of this written statement required by Section 906 of the Sarbt

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