

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):
August 16, 2013

United States Steel Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

1-16811
(Commission File Number)

25-1897152
(IRS Employer Identification No.)

600 Grant Street, Pittsburgh, PA
(Address of principal executive offices)

15219-2800
(Zip Code)

412 433-1121
(Registrant's telephone number,
including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act 17 CFR 240.14d-2(b)
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

- (b) On August 16, 2013, United States Steel Corporation (the "Corporation") issued a press release announcing that Gretchen R. Haggerty, Executive Vice President & Chief Financial Officer, will retire on August 31, 2013. The full text of the press release is filed herewith as Exhibit 99.1.
- (c) In the same press release, the Corporation also announced that on August 16, 2013, David B. Burrirt was elected Executive Vice President and Chief Financial Officer, effective September 1, 2013. Prior to his appointment, Mr. Burrirt, age 58, served as the Chief Financial Officer of Caterpillar Inc. from 2004 to 2010.

On August 16, 2013, the Compensation & Organization Committee (the "Committee") of the Board of Directors approved the terms of an offer letter to Mr. Burrirt. Pursuant to the offer letter, he will receive a base annual salary of \$700,000 and will be entitled to participate in the Corporation's Annual Incentive Compensation Program at the target rate of 110 percent of his base annual salary. Additionally, the offer letter provides that Mr. Burrirt will participate in the Corporation's Long-Term Incentive Compensation Program (LTIP). The Committee determined that Mr. Burrirt's 2013 LTIP award will be valued at \$2,500,000 on the date of grant, which will be September 3, 2013, with 50 percent of the value received in the form of stock options and 50 percent of the value in the form of restricted stock units (RSUs). Consistent with other executives in the LTIP, Mr. Burrirt's stock options will be premium-priced with a strike price of \$25 or, if greater, the then current fair market value of the stock. Mr. Burrirt will also receive a new hire long-term incentive award valued at \$500,000 on the date of grant, which is also September 3, 2013, and which will be in the form of retention RSUs. These retention awards will be subject to the same terms and conditions as other retention grants. The awards will vest in full three years after the date of grant and are conditioned upon continued employment with the Corporation.

The offer letter also provides that Mr. Burrirt will be entitled to participate in the Corporation's qualified 401(k) plan and two non-qualified retirement plans (the United States Steel Corporation Supplemental Thrift Program and the United States Steel Corporation Non Tax-Qualified Retirement Account Program), which restore the matching contributions and retirement account contributions that are not permitted to be provided under the qualified 401(k) plan because of limits established under, or required by, the Internal Revenue Code. In addition, Mr. Burrirt will also participate in the Corporation's Supplemental Retirement Account Program, which provides a non tax-qualified pension benefit with respect to the compensation paid to him under the Corporation's Annual Incentive Compensation Program (and/or similar incentive plans or programs). The Corporation agreed that Mr. Burrirt would be vested in his benefit under the Supplemental Retirement Account Program upon his termination of employment on or after age 65. Under the Supplemental Retirement Account Program, Mr. Burrirt will be eligible for book accruals equal to 8.5% of the bonus awards paid (or payable) to him under the Corporation's Annual Incentive Compensation Program, subject to vesting requirements. A copy of the Supplemental Retirement Account Program is attached as Exhibit 10.1.

The other provisions of the offer letter set forth benefits that are typically provided to newly hired executives, including health and welfare benefits, tax and financial planning, reasonable relocation expenses, gross-up on the relocation expenses, loss on sale of his primary residence (maximum limited to an amount to be determined by the Corporation), change in control agreement (similar in form to the agreement currently in effect for Mr. Longhi, which does not include an excise tax gross-up provision and which has a severance multiple of 2.5 times his base and bonus), a non-compete agreement (similar in form to the agreement currently in effect for Mr. Longhi), and a severance agreement. The severance agreement, which is described in Mr. Burrirt's offer letter, provides that, if the Corporation terminates his employment for reasons other than for cause within two years and if he is not entitled to any payment under the change in control agreement, Mr. Burrirt will be entitled to receive a lump sum payment equal to the sum of 12 months of base salary and one year of his target bonus under the Annual Incentive Compensation Program.

The foregoing summary of the offer letter is qualified in its entirety by reference to the form of the offer letter, which is filed herewith as Exhibit 10.2, and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

- 10.1 Supplemental Retirement Account Program
 - 10.2 Form of Offer Letter to Mr. Burritt
 - 99.1 Press Release dated August 16, 2013, titled "David B. Burritt Named Chief Financial Officer at United States Steel Corporation".
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SIGNATURE

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

UNITED STATES STEEL CORPORATION

By /s/ Gregory A. Zovko
Gregory A. Zovko
Vice President & Controller

Dated: August 20, 2013

UNITED STATES STEEL CORPORATION
SUPPLEMENTAL RETIREMENT ACCOUNT PROGRAM
Effective December 31, 2006, Amended and Restated Effective July 31, 2013

1. History and Purpose

United States Steel Corporation established the United States Steel Corporation Supplemental Retirement Account Program (the “Program”), and hereby amends and restates the Program effective July 31, 2013, as set forth herein. 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 Executive Management and certain other key managers with respect to compensation paid under the incentive compensation plans maintained by United States Steel Corporation, its subsidiaries, and its joint ventures.

2. Eligibility

An employee of United States Steel Corporation, a Subsidiary Company, or United States Steel and Carnegie Pension Fund, (collectively, the “Corporation”) is a Member of the Program if the employee is not a Member under the United States Steel Corporation Executive Management Supplemental Pension Program and is:

- (a) a member of the Executive Management Group as established from time to time by the United States Steel Corporation Board of Directors, or
- (b) effective March 1, 2011, for periods after such date, a General Manager (Level 9) employee of United States Steel Corporation, its domestically incorporated Subsidiary Companies or the United States Steel and Carnegie Pension Fund, but excluding expatriate employees who were not Members of the Program as of February 28, 2011, or
- (c) a key manager designated by name as a “Member” under this Program prior to February 21, 2011 by the Compensation and Organization Committee of the United States Steel Corporation Board of Directors (the “Committee”).

Effective November 1, 2012, General Manager (Level 9) employees who became Members of the Program based on Section 2.b. above who are moved to a lower level role for a reason other than performance shall continue to be Members of the Program.

Subject to the consent requirement outlined below, a Member shall be eligible to receive a distribution of the value of the Member’s benefit accrued under the Program if the Member retires or otherwise terminates employment from the Corporation after completing ten years of continuous service. Benefits shall not be payable under this Program with respect to a Member who terminates employment with the Corporation, either (a) prior to age 55 (age 60 for terminations of employment prior to February 21, 2011), or (b) within 36 months of the date he or she becomes a Member, unless the Corporation consents to the termination of employment; provided, however, that such consent is not required for terminations on account of: (a) death, or (b) involuntary termination, other than for cause.

Except as otherwise provided in this Program, the terms “surviving spouse” and “Subsidiary Company” as used herein mean surviving spouse and subsidiary company as determined under (or, in the case of “subsidiary company”, as defined in) the United States Steel 1994 Salaried Pension Rules adopted under the United States Steel Corporation Plan for Employee Pension Benefits (Revision of 2003) (the “Pension Plan”). Except as otherwise provided in this Program, the term “continuous service” as used herein means 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, as applicable.

3. Amount of Benefit

The benefit accrued under the Program for a Member shall be equal to the amount of Corporation contributions and investment earnings credited to the Member’s Supplemental Retirement Account (“Account”) established under the Program.

a. Corporation Contributions to the Supplemental Retirement Account

A Member’s Account shall be credited with Corporation contributions equal to the bonus awards paid (or payable) to the Member pursuant to the United States Steel Corporation 2005 Annual Incentive Compensation Plan (and/or under similar incentive plans or under profit sharing plans, if the employing entity has a profit sharing plan rather than an incentive plan) (hereinafter “Incentive Compensation”) multiplied by the applicable age-weighted crediting rate in effect for the Member, as shown below:

<u>Age at Beginning of Month Bonus Was Paid</u>	<u>Crediting Rate under Program</u>
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%

The crediting of Corporation contributions shall occur on the date the applicable Incentive Compensation is paid to the Member (or could have been paid to the Member if the Member had not elected to defer such Incentive Compensation).

A Member’s Account shall be credited with a Catch-up Accrual (a) on March 31, 2011, for individuals who are Members of the Program on February 28, 2011 and for Members added on March 1, 2011, and (b) on the end of the first full month of the Member’s participation in the Program for individuals who become Members after March 1, 2011, 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 STIP target percentage that applies to General Manager-level employees as of the determination date, regardless of whether the Member is covered by the United States Steel Corporation Short Term Incentive Plan, 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 (a) December 31, 2010 for Members who will receive a Catch-up Accrual on March 31, 2011, and (b) the last day of the month preceding the first full month of the Member's participation in the Program for Members who will receive a Catch-up Accrual after March 31, 2011.

Notwithstanding anything to the contrary contained therein, no Corporation contribution shall be credited under a Member's Account with respect to Incentive Compensation paid (or payable) 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 designated by the Committee as no longer covered by this Program.

b. Investment Earnings in the Supplemental Retirement Account

A Member's Account shall be credited with investment earnings in the same manner as if the balance in the Account had been invested in the United States Steel Corporation Savings Plan for Salaried Employees ("Savings Fund Plan") or the U. S. Steel Tubular Services Savings Plan, as applicable, and had been invested in the applicable Investment Option listed below that is closest to the year the Member will attain age 65 based on the year of the Member's birth:

- Fidelity Freedom 2010 Fund (Members born between 1941 and 1950)
- Fidelity Freedom 2020 Fund (Members born between 1951 and 1960)
- Fidelity Freedom 2030 Fund (Members born between 1961 and 1970)
- Fidelity Freedom 2040 Fund (Members born between 1971 and 1980)
- Fidelity Freedom 2050 Fund (Members born between 1981 and 1990)

The number of shares to be credited to a Member's Account in the Program (book entry only) will be calculated using the amount of contribution and the net asset value of the applicable Investment Option at markets close on the processing date.

4. Form of Benefit and Timing of Distribution

a. Lump Sum Distribution and Annuity Option for Benefits Accruing Through August 31, 2013

Subject to section 4.c. below, with respect to benefits accrued from December 31, 2006 through August 31, 2013, a Member shall receive, upon the Member's termination of employment from the Corporation, a lump sum distribution of the benefits payable to him

or her under the Program. The payment date shall be on the last business day of the calendar month following the month in which such termination of employment occurred.

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 when the Member has made a valid election to receive an annuity form of payment.

Monthly annuity payments shall be calculated using reasonable actuarial assumptions uniformly applied as determined by the Program administrator, by dividing the employee's accrued benefits as of the most recent valuation date by their life expectancy per the applicable mortality table under the Corporation's tax-qualified pension plan (i.e., the United States Steel Corporation Plan for Employee Pension Benefits (Revision of 2003)), and adjusted annually to reflect any investment earnings. The same reasonable actuarial assumptions and methods will be used in valuing each annuity payment option, in determining whether the payments are actuarially equivalent.

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 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 on the last business day of the calendar month following the month in which the Member's termination of employment occurred.

b. Annuity Distribution and Lump Sum Option for Benefits Accruing On and After September 1, 2013

Subject to section 4.c. below, with respect to benefits accrued on and after September 1, 2013, a Member shall receive, upon the Member's termination of employment from the Corporation, a single life annuity distribution of the benefits payable to him or her under the Program. The payment date for commencement of monthly annuity installment payments shall be on the first regularly scheduled payroll date of the second calendar month following the month in which such termination of employment occurred.

Monthly annuity payments shall be calculated using reasonable actuarial assumptions uniformly applied as determined by the Program administrator, by dividing the employee's accrued benefits as of the most recent valuation date by his or her life expectancy per the applicable mortality table under the Corporation's tax-qualified pension plan (i.e., the United States Steel Corporation Plan for Employee Pension Benefits (Revision of 2003)), and adjusted annually to reflect any investment earnings. The same reasonable actuarial assumptions and methods will be used in valuing each annuity payment option, in determining whether the payments are actuarially equivalent.

Notwithstanding the foregoing specified form of payment, with respect to benefits that may accrue on and after September 1, 2013, and subject to section 4.c. below, an employee may receive such benefits in the form of a lump sum payment on the last business day of the calendar month following the month in which termination of employment occurred, provided the employee makes a timely benefit 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 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.b. 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. Termination _____ of

Employment

For purposes of this section 4, the term "termination of employment" shall mean a "separation from service" as that term is used under section 409A(a)(2)(A)(i) of the Code and the regulations thereunder.

5. General Provisions

a. Administration

The Vice President - Administration, United States Steel and Carnegie Pension Fund, is responsible for the administration of this Program. The administrator shall decide all questions arising out of and relating to the administration of this Program. The decision of the administrator shall be final and conclusive as to all questions of interpretations 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 vested or non-vested benefits accrued hereunder prior to the effective date of such amendment or termination. If the Program is terminated, employees who are (or were) covered under this Program will continue to accrue eligibility service under the Program for purposes of satisfying (1) the age 55 requirement (age 60 requirement that was in effect for terminations of employment prior to February 21, 2011), and/or (2) the 36-month service requirement, and/or (3) the ten-year service requirement (15-year service requirement that was in effect for terminations of employment prior to February 21, 2011), as long as they remain employed with the Corporation, their participating employer, or any member of the controlled group that includes the Corporation. Any amendment to this Program which changes this Program (including any amendment which increases, reduces or alters the benefits of this Program) or any action which terminates this Program to any or all groups shall be made by a resolution of the Corporation's Board of Directors (or any authorized committee of such Board) adopted in accordance with the bylaws of the Corporation and the corporation law of the state of Delaware.

c. No Guarantee of Employment

Neither the creation of this Program nor anything contained herein shall be construed as giving an individual hereunder any right to remain in the employ of the Corporation.

d. Nonalienation

No benefits payable under this Program shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind by operation of law or otherwise. However, this section shall not apply to portions of benefits applied to satisfy (i) obligations for the withholding of taxes, or (ii) obligations under a qualified domestic relations order.

e. No Requirement to Fund

Except to the extent provided otherwise in this paragraph, benefits provided by this Program shall be paid out of general assets of the Corporation. No provisions in this Program, either directly or indirectly, shall be construed to require the Corporation to reserve, or otherwise set aside, funds for the payment of benefits hereunder.

f. Controlling Law

To the extent not preempted by the laws of the United States of America, the laws of the Commonwealth of Pennsylvania shall be the controlling state law in all matters relating to this Program.

g. Severability

If any provisions of this Program shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Program, but this Program shall be construed and enforced as if said illegal or invalid provision had never been included herein.

h. Exclusive Provisions of Program

The provisions contained herein constitute the complete and exclusive statement of the terms of this Program. There are no written or oral representations, promises, statements or commitments, other than those expressly set forth herein, with respect to benefits provided by this Program. All reliance by any individual concerning the subject matter of this Program shall be solely upon the provisions set forth in this document.

i. Code Section 409A

This Program shall be interpreted and administered in accordance with Section 409A of the Code and the regulations and interpretations that may be promulgated thereunder.



United States Steel Corporation **Susan M. Suver**
600 Grant Street Vice President-Human Resources
Pittsburgh, PA 15219-2800
412 433 1148
Fax: 412 433 6219
smsuver@uss.com

August 16, 2013

Mr. David B. Burritt
180 Beach Drive NE #1602
St. Petersburg, FL 33701

Dear Dave:

On behalf of United States Steel Corporation (USS or the Company), I am pleased to offer you an opportunity for employment as Executive Vice President and Chief Financial Officer, currently located in Pittsburgh, Pennsylvania, at a base salary of \$700,000 annually (\$58,333 per month) effective on a mutually agreeable hire date. Upon joining the Company, you will report to the Chief Executive Officer and become a member of the Executive Management Committee.

Hiring Incentives – The Company will provide you with a new hire grant valued at \$500,000 in the form of restricted stock units. The number of shares to be delivered will be based on the fair market value on the date of the grant, which will be the next business day following your date of hire. The shares will be subject to three-year cliff vesting from the date of grant and conditioned upon your continued employment with the Company.

Short-Term and Long-Term Compensation - As part of your employment, you will be eligible to participate in the Executive Management Annual Incentive Compensation Program (Annual Incentive Compensation Program) targeted this year at 110% of your base salary earnings, with a maximum incentive opportunity of up to 215% of your target based on a number of Company performance factors and influenced by your individual performance. Since your employment with USS would begin in the latter part of the current performance period under the Annual Incentive Compensation Program, any payments under the terms of that program for the 2013 performance period would be prorated based upon the number of full months worked during the performance period. Technically, as Executive Vice President and Chief Financial Officer, you will be a “covered employee” as that term is defined under Section 162(m) of the Internal Revenue Code (“IRC”), and any payments for the 2013 performance period will be made as a separate bonus outside of the Annual Incentive Compensation Program, subject to the same performance conditions and negative discretion.

You will also be eligible to participate in the Long-Term Incentive Compensation Program on a basis reasonably comparable to that of other executive officers. Under the current executive program, our executive officers receive a mix of the long-term incentive compensation value in the form of stock options, restricted stock units, and performance awards. The amount, mix, and the terms and conditions of your equity awards will be determined by our Compensation Committee. As approved by the Committee on July 28, 2013, and contingent on your employment with the Company, your 2013 Long-Term Incentive grant will be valued at \$2,500,000, equally distributed in the form of stock options and restricted stock units. Because your employment will not begin until after the first 90 days of the performance period for the 2013 performance share grant, your long-term incentive grant awards will not include 2013 performance shares. Consistent with other executive participants in the Long-Term Incentive Program in 2013, your stock options will be premium-priced with a strike price of \$25. The final number of stock options and restricted stock units granted to you will be calculated based on the fair market value on the grant date and will be communicated to you within your first week of employment. The terms and conditions of these awards are outlined under the Company's Long-Term Incentive Compensation Program regulations.

As an Executive, you will be subject to stock ownership and retention guidelines as approved by our Board of Directors. The ownership requirement is currently defined as a multiple of salary midpoint, and for Executives at your level, the multiple is three times your salary midpoint. Until the required ownership is achieved, you will be required to retain shares equal to 100% of the after-tax value of shares received in connection with the vesting of restricted stock units and performance awards, and at least 25% of the net value received from the exercise of stock options. Once the ownership requirement is satisfied, 25% of the net value received from future vestings and exercises must be retained in the form of shares. Further details regarding this program will be provided with your new hire paperwork.

Employee Benefits - As an employee of USS, you will be eligible to participate in pension, savings, and health and welfare benefit plans, including short-term and long-term disability programs, that are sponsored by USS and generally available to our newly hired USS management employees. Outlined below is a summary of the pension and savings benefits that you will be eligible to receive as an executive of USS. Your eligibility and participation in all of the following plans and programs is determined by the terms and provisions of these plans and programs, as they may be amended from time to time.

- (1) Pension Benefit - You will participate in the Retirement Account under the Savings Fund Plan for Salaried Employees and be eligible for monthly Company contributions in the amount of 8.5% of your base salary. You will participate in a non tax-qualified restoration plan (the "Non Tax-Qualified Retirement Account Program") with respect to the portion of the USS contributions to your Retirement Account that cannot be made due to certain IRC limitations. In general, you will vest in your Retirement Account under the Savings Fund Plan and your account under the Non Tax-Qualified Retirement Account Program after you complete three years of continuous service.

In addition, you will be eligible to participate in the Supplemental Retirement Account Program ("SRA"). Under the SRA, you will be eligible for book accruals in the amount of 8.5% of your incentive compensation received under the Annual Incentive Compensation

Program. In order to vest in the SRA benefit, a participant must be at least age 55, have at least ten years of continuous service, and must be a participant in the plan for at least three years. For purposes of the SRA, the Company hereby waives the ten-year service requirement for vesting and consents to the termination of your employment on or after the attainment of age 65.

- (2) Savings Benefit - You will be eligible to make employee contributions on a pre-tax and/or after-tax basis to the Savings Account under the Savings Fund Plan for Salaried Employees with the sum of the employee contributions not to exceed 16% of your base salary (subject to limitations under the IRC). You will also be eligible for Company contributions that match your employee contributions up to 6.0% of your base salary (subject to IRC limitations). You will participate in a non tax-qualified restoration plan (the "Supplemental Thrift Program") with respect to the portion of the Company contributions to your Savings Account that cannot be made due to certain IRC limitations. In general, you will vest in your Company matching contributions under the Savings Fund Plan after you complete three years of continuous service and in the Supplemental Thrift Program after you complete five years of continuous service.

Executive Physical Program - You will be eligible to participate in the Annual Physical Program for Executive Management Employees, which provides you with the opportunity to receive a comprehensive health examination to promote wellness and disease prevention.

Tax and Financial Planning - You will be eligible to receive, for the term of your employment with the Company, the tax preparation and financial planning services that USS provides to its executives through a third party vendor.

Change in Control Agreement - As the Executive Vice President and Chief Financial Officer, you will be eligible for a change in control agreement at 2.5 times your salary and bonus, in the form attached hereto. As more specifically detailed in the agreement, your coverage under the change in control agreement will continue while you remain in this role, or in another eligible role, until December 31, 2014; provided, however, that commencing on December 31, 2013, and each December 31 thereafter, the term of the agreement shall automatically be extended for one additional year unless, not later than September 1 of that year, the Company provides notice that it does not wish to extend the agreement. However, such agreement automatically is extended for a stated period of time if a Change in Control or Potential Change in Control of the Company occurs during the original or extended term of the agreement. As further outlined in the agreement, a Change in Control includes (1) a change that would have to be reported in response to Item 6(e) of Schedule 14A of the Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended, as well as (2) certain other specified circumstances involving (a) the beneficial ownership of the securities of the Company, or (b) the membership of the Incumbent Board of Directors, or (c) the merger or consolidation of the Company or any direct or indirect subsidiary thereof with other corporations, or (d) certain other circumstances.

Severance Provision - If (a) the Company terminates your employment within two years of your first day of employment with the Company other than for cause (as defined below), and (b) you are not entitled to any payment under your change in control agreement referenced above, you will be entitled to a lump sum payment equal to the sum of (i) twelve months of your base salary,

and (ii) the equivalent of one year of your target bonus (i.e., 110% of your base salary) as that amount would be calculated under the Annual Incentive Compensation Program. This benefit is in lieu of any layoff benefit that may otherwise be payable under the Layoff Benefit Program. Such payment shall be made on the 30th day following your separation from service within the meaning of IRC section 409A (or, if such day is not a business day, on the next succeeding business day); provided, however, that no such payment may be made to you until the first business day following the six month anniversary of your separation from service if you are a “specified employee” under IRC section 409A at the time of your separation from service. The foregoing severance payments are conditioned upon your execution of (within 60 days following your separation from service) and compliance with the terms of a general release and waiver of all claims you may have against the Company and its directors, officers and affiliates, in the form presented by the Company, and a non-disclosure and non-compete agreement in the form presented by the Company, which current form is attached hereto.

For purposes of this severance provision, termination by the Company of your employment for “cause” shall mean termination upon (i) the willful and continued failure by you to substantially perform your duties with the Company (other than any such failure resulting from your incapacity due to physical or mental illness), (ii) the willful engaging by you in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise, (iii) your conviction of a felony or conviction of a misdemeanor which impairs your ability substantially to perform your duties with the Company, or (iv) the material breach by you of the Company’s Code of Ethical Business Conduct. Under this definition of “cause”, no act, or failure to act, on your part shall be deemed “willful” unless done, or omitted to be done, by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company.

This severance provision is not subject to renewal or renegotiation at any time.

Relocation Benefits - This employment offer includes reimbursement of the actual costs you incur for the reasonable expense of:

- (1) transportation of your household goods in connection with relocation of your current residence to the Greater Pittsburgh area;
- (2) standard real estate closing costs that, in the case of the sale of your current residence, are customarily allocated to the seller and that, in the case of the purchase of a new permanent residence, are customarily allocated in the greater Pittsburgh area to the purchaser;
- (3) rental expense for temporary lodging in the greater Pittsburgh area for up to 90 days;
and,
- (4) transportation for you and your spouse to travel to and from your current residence twice during the 90-day period.

To be eligible for reimbursement, you will be required to provide advance estimates of these expenses to the Company for its review and authorization prior to you actually incurring such costs. In addition, you will be eligible to receive a lump sum payment for the loss on sale of your primary residence, up to a maximum amount to be determined by the Company. These relocation benefits will be in effect for twelve months from your hire date.

Any of the above relocation expenses that are taxable to you will be grossed-up for Federal, state and local income tax purposes. The gross-up payment will be made as soon as practicable after the reimbursement is made, but in no event later than the end of your taxable year next following your taxable year in which the related taxes are remitted to the taxing authorities or, in the case of a tax audit or litigation addressing the existence or amount of a tax liability, by the end of your taxable year following your taxable year in which the taxes that are the subject of audit or litigation are remitted to the taxing authority (or where as a result of such audit or litigation no taxes are remitted, the end of your taxable year following your taxable year in which the audit is completed or there is a final and nonappealable settlement or other resolution of the litigation).

In accordance with IRC section 409A, reimbursement of the amount of eligible relocation expenses or tax preparation and financial planning services provided or incurred within a particular year shall be made no later than the end of your taxable year following the taxable year in which the expense was incurred. The amount of reimbursable expenses incurred in one taxable year shall not affect the amount of reimbursable expenses in a different taxable year, and such reimbursement shall not be subject to liquidation or exchange for another benefit.

Obligation to Repay the Company - If you voluntarily terminate your employment or are terminated for cause (as defined above under the severance provision) within two years of your employment date with the Company, you agree to repay all relocation benefits, including related tax gross-ups and any loss on sale of your primary residence as approved by the Company in advance, accepted by you. Such repayment must be made within thirty days of the effective date of the voluntary termination or termination for cause and (except as may be prohibited by law) you hereby authorize immediate repayment by payroll deduction from any earnings, and by setoff against any other amounts, that may then be due to you by the Company.

Service on Outside Boards – Presently, you serve on two outside Boards of Directors. You agree that you will retain your seat on the Board of Lockheed Martin Corporation, however, you will transition off of the Board of Global Brass and Copper Holdings, Inc. as soon as possible, but no later than June 1, 2014.

Company Policies – You will be subject to all Company policies including without limitation the Executive Management Recoupment Policy pursuant to which incentive awards may be recouped from you in certain circumstances, as such policies may be amended from time to time.

The terms and conditions of this letter and the offer of employment that it contains shall be construed under the laws of, and the place of its acceptance shall be deemed to be, the Commonwealth of Pennsylvania.

This offer of employment is, of course, contingent upon your successful completion of a background check, verification of work authorization and a pre-placement physical examination, including laboratory work. As a condition of your employment, you will also be required to execute a non-disclosure and non-compete agreement, a copy of which is attached.

If you accept this offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate the employment relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be

made to you, by the Company, its agents or representatives are superseded by this offer letter. Nothing will change the at-will status of your employment except for a written agreement signed by yourself and an appropriate officer of the Company.

If you agree to accept this offer of employment, please countersign this letter and return it to me. I hope you will accept this employment offer; we look forward to working with you at United States Steel Corporation.

Very truly yours,

/s/ Susan M. Suver

Susan M. Suver
Vice President, Human Resources

Attachments

Accepted by:

/s/ David B. Burritt 8/16/13
David B. Burritt Date

United States Steel Corporation
Public Affairs
600 Grant Street
Pittsburgh, PA 15219-2800

News



Contact: Courtney Boone
412.433.6791
Sarah Cassella
412.433.6777

FOR IMMEDIATE RELEASE

**DAVID B. BURRITT NAMED
CHIEF FINANCIAL OFFICER AT UNITED STATES STEEL CORPORATION**

PITTSBURGH, Aug. 16, 2013 – United States Steel Corporation (NYSE: X) Chairman and CEO John P. Surma announced today that David B. Burritt will succeed Gretchen R. Haggerty as executive vice president and chief financial officer. Burritt, who served as chief financial officer and vice president of global finance and strategic services for Caterpillar Inc. from 2004 to 2010, will report directly to Mario Longhi effective Sept. 1. Haggerty will retire effective Aug. 31.

Burritt will provide leadership for all aspects of the company's financial matters, including internal and external reporting, credit, tax and treasury services, investor relations, internal controls, internal audit administrative oversight, and the United States Steel and Carnegie Pension Fund, the trustee for the pension and other benefit plans of United States Steel Corporation.

Commenting on Burritt's appointment, Surma said, "Dave joins our company as an extremely seasoned and highly regarded financial executive with strong leadership capabilities, a reputation for delivering results in complex and dynamic business and economic environments, and shares with us a commitment to leading with ethics and integrity."

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“I am delighted to welcome Dave to the executive leadership team of U. S. Steel,” said Longhi. “His strong financial and strategic expertise, astute leadership skills, and a demonstrated track record as a transformational business leader in operationally intensive businesses will serve us well. Dave’s immediate focus will be to work closely with our senior executives and me as we return to sustainable profitability and improve shareholder value through a renewed focus on operational excellence, product innovation to support our customer needs, and a high-performing organization with the capability to deliver on our expectations.”

Until June 2010 Burritt, 58, served as chief financial officer at Caterpillar Inc., the world’s leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. In his CFO role, he was not only the principal financial officer with responsibility for global finance and related services, but also had responsibility for strategic support including business risk management, business development, revenue management, business economics, competitive analysis, and mergers and acquisitions.

During more than 32 years with Caterpillar, Burritt helped lead several important transformations and employee development initiatives at the company, including his role as business measurements manager to support Caterpillar’s 1990 reorganization into accountable business units, as well as his role as corporate champion for the 2001 company-wide Six Sigma deployment. More recently, he provided leadership that helped Caterpillar effectively navigate the global recession and related recovery.

Prior to joining Caterpillar in 1978 Burritt was a staff auditor at Price Waterhouse in the Peoria, Ill. office.

Burritt currently serves on the board of directors for Lockheed Martin (NYSE: LMT) and Global Brass and Copper (NYSE: BRSS). He is a certified public accountant and a certified management accountant and a member of the American Institute of Certified Public Accountants and the Institute of Management Accountants.

A native of Morton, Ill., Burritt earned a bachelor’s degree in accounting in 1977 from Bradley University in Peoria, Ill., and received a master’s degree in business administration from the University of Illinois in Champaign in 1990. He and his wife, Lynn, will reside in Pittsburgh.

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For more information about U. S. Steel, visit www.ussteel.com.