

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

FORM 10-Q

(Mark One)

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

For the Quarterly Period Ended March 31, 2010

OR

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

For the transition period from _____ to _____



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)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

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

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

Yes No

Common stock outstanding at April 23, 2010 – 143,383,893 shares

[Table of Contents](#)

INDEX

	<u>Page</u>
PART I - FINANCIAL INFORMATION	
Item 1. Financial Statements:	
Consolidated Statement of Operations (Unaudited)	1
Consolidated Balance Sheet (Unaudited)	2
Consolidated Statement of Cash Flows (Unaudited)	3
Notes to Consolidated Financial Statements (Unaudited)	4
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	26
Item 3. Quantitative and Qualitative Disclosures about Market Risk	41
Item 4. Controls and Procedures	42
PART II - OTHER INFORMATION	
Item 1. Legal Proceedings	43
Item 1A. Risk Factors	53
Supplemental Statistics (Unaudited)	54
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	55
Item 5A. Other Information	55
Item 6. Exhibits	55
SIGNATURE	57
WEB SITE POSTING	57

[Table of Contents](#)

UNITED STATES STEEL CORPORATION
CONSOLIDATED STATEMENT OF OPERATIONS
(Unaudited)

	Three Months Ended	
	March 31,	
	2010	2009
(Dollars in millions, except per share amounts)		
Net sales:		
Net sales	\$ 3,615	\$ 2,605
Net sales to related parties <i>(Note 18)</i>	281	145
Total	<u>3,896</u>	<u>2,750</u>
Operating expenses (income):		
Cost of sales (excludes items shown below)	3,639	3,007
Selling, general and administrative expenses	148	143
Depreciation, depletion and amortization <i>(Note 6)</i>	165	158
Loss from investees	5	21
Net gain on disposal of assets <i>(Notes 4 and 19)</i>	(3)	(97)
Other income, net	(1)	(4)
Total	<u>3,953</u>	<u>3,228</u>
Loss from operations	(57)	(478)
Interest expense	43	36
Interest income	(3)	(2)
Other financial costs <i>(Note 8)</i>	68	37
Net interest and other financial costs	108	71
Loss before income taxes	(165)	(549)
Income tax benefit <i>(Note 9)</i>	(7)	(110)
Net loss	<u>(158)</u>	<u>(439)</u>
Less: Net loss attributable to noncontrolling interests	(1)	-
Net loss attributable to United States Steel Corporation	\$ (157)	\$ (439)
Loss per common share <i>(Note 10)</i>:		
Net loss per share attributable to United States Steel Corporation shareholders:		
- Basic	\$ (1.10)	\$ (3.78)
- Diluted	\$ (1.10)	\$ (3.78)

The accompanying notes are an integral part of these consolidated financial statements.

**UNITED STATES STEEL CORPORATION
CONSOLIDATED BALANCE SHEET**

(Dollars in millions)	(Unaudited) March 31, 2010	December 31, 2009
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,386	\$ 1,218
Receivables, less allowance of \$39 in both periods	1,811	1,423
Receivables from related parties (Note 18)	151	144
Inventories (Note 11)	1,647	1,679
Income tax receivable (Note 9)	21	214
Deferred income tax benefits (Note 9)	297	299
Other current assets	87	38
Total current assets	5,400	5,015
Property, plant and equipment	15,662	16,030
Less accumulated depreciation and depletion	9,253	9,210
Total property, plant and equipment, net	6,409	6,820
Investments and long-term receivables, less allowance of \$22 in both periods	658	695
Intangibles – net (Note 6)	281	281
Goodwill (Note 6)	1,754	1,725
Assets held for sale (Note 5)	45	33
Deferred income tax benefits (Note 9)	482	535
Other noncurrent assets	298	318
Total assets	\$ 15,327	\$ 15,422
Liabilities		
Current liabilities:		
Accounts payable	\$ 1,585	\$ 1,396
Accounts payable to related parties (Note 18)	68	61
Bank checks outstanding	14	23
Payroll and benefits payable	711	854
Accrued taxes (Note 9)	133	89
Accrued interest	52	32
Short-term debt and current maturities of long-term debt (Note 13)	21	19
Total current liabilities	2,584	2,474
Long-term debt, less unamortized discount (Note 13)	3,651	3,345
Employee benefits	4,104	4,143
Deferred credits and other noncurrent liabilities	431	481
Total liabilities	10,770	10,443
Contingencies and commitments (Note 19)		
Stockholders' Equity (Note 17):		
Common stock (150,925,911 shares issued) (Note 10)	151	151
Treasury stock, at cost (7,549,453 and 7,575,724 shares)	(606)	(608)
Additional paid-in capital	3,653	3,652
Retained earnings	4,044	4,209
Accumulated other comprehensive loss	(2,686)	(2,728)
Total United States Steel Corporation stockholders' equity	4,556	4,676
Noncontrolling interests (Note 15)	1	303
Total liabilities and stockholders' equity	\$ 15,327	\$ 15,422

The accompanying notes are an integral part of these consolidated financial statements.

UNITED STATES STEEL CORPORATION
CONSOLIDATED STATEMENT OF CASH FLOWS
(Unaudited)

(Dollars in millions)	Three Months Ended	
	2010	March 31, 2009
Increase (decrease) in cash and cash equivalents		
Operating activities:		
Net loss	\$ (158)	\$ (439)
Adjustments to reconcile to net cash provided by operating activities:		
Depreciation, depletion and amortization <i>(Note 6)</i>	165	158
Provision for doubtful accounts	3	(3)
Pensions and other postretirement benefits	(150)	1
Deferred income taxes	15	(165)
Net gain on disposal of assets <i>(Notes 4 and 19)</i>	(3)	(97)
Distributions received, net of equity investees income	8	28
Changes in:		
Current receivables	(426)	722
Inventories	(11)	350
Current accounts payable and accrued expenses	269	(344)
Income taxes receivable/payable <i>(Note 9)</i>	218	61
Bank checks outstanding	(9)	1
Foreign currency translation	51	61
All other, net	(31)	(25)
Net cash (used in) provided by operating activities	<u>(59)</u>	<u>309</u>
Investing activities:		
Capital expenditures	(125)	(118)
Capital expenditures – variable interest entities <i>(Note 15)</i>	-	(45)
Disposal of assets	65	303
Restricted cash, net	6	(2)
Investments, net	(10)	(22)
Net cash (used in) provided by investing activities	<u>(64)</u>	<u>116</u>
Financing activities:		
Issuance of long-term debt, net of financing costs	582	-
Repayment of borrowings under revolving credit facilities	(270)	-
Repayment of long-term debt	(4)	(4)
Common stock issued	1	-
Distributions from noncontrolling interests	-	37
Dividends paid	(7)	(35)
Net cash provided by (used in) financing activities	<u>302</u>	<u>(2)</u>
Effect of exchange rate changes on cash	<u>(11)</u>	<u>(16)</u>
Net increase in cash and cash equivalents	168	407
Cash and cash equivalents at beginning of year	1,218	724
Cash and cash equivalents at end of period	\$ 1,386	\$ 1,131

The accompanying notes are an integral part of these consolidated financial statements.

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), real estate operations and engineering consulting services.

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. 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, 2009.

2. New Accounting Standards

On January 1, 2010, U. S. Steel adopted updates to Accounting Standards Codification (ASC) Topic 810 related to improvements to financial reporting by enterprises involved with variable interest entities. The updates to ASC Topic 810 include a criterion that requires the primary beneficiary to have the power to direct the activities that most significantly impact the economic performance of the variable interest entity. Due to the addition of this criterion, the adoption resulted in the deconsolidation of Gateway Energy & Coke Company, LLC and Daniel Ross Bridge, LLC from our consolidated financial statements on a prospective basis. The primary impact from the adoption of the updates to ASC Topic 810 was the removal of approximately \$300 million of net assets, comprised mainly of property, plant and equipment, from our consolidated balance sheet. These net assets were entirely offset by noncontrolling interest, which was also removed upon adoption. There was an immaterial impact to our consolidated statement of operations. See note 15 for further details of these entities.

On January 1, 2010, U. S. Steel adopted updates to ASC Topic 860 related to the accounting for transfers of financial assets. As a result of the adoption, any transfers of receivables pursuant to our Receivables Purchase Agreement (RPA) no longer qualify as a "sale" and are now accounted for as secured borrowing transactions. Accordingly, receivable transfers as well as the related borrowings for equal amounts are required to be reflected on the consolidated balance sheet and the proceeds and repurchases related to the securitization program will be included in cash flows from financing activities in the statement of cash flows. U. S. Steel did not have any transactions under the RPA during the first quarter of 2010 or 2009. See note 13 for further details of our accounts receivable facility.

3. Segment Information

U. S. Steel has three reportable segments: Flat-rolled Products (Flat-rolled), U. S. Steel Europe (USSE), and Tubular Products (Tubular). The results of several other operating segments that do not constitute reportable segments are combined and disclosed in the Other Businesses category.

[Table of Contents](#)

The chief operating decision maker evaluates performance and determines resource allocations based on a number of factors, the primary measure being income from operations. Income from operations for reportable segments and Other Businesses does not include net interest and other financial costs, income taxes, benefit expenses for current retirees and certain other items that management believes are not indicative of future results. Information on segment assets is not disclosed, as the chief operating decision maker does not review it.

The accounting principles applied at the operating segment level in determining income from operations are generally the same as those applied at the consolidated financial statement level. The transfer value for steel rounds from Flat-rolled to Tubular is based on cost. All other intersegment sales and transfers are accounted for at market-based prices and are eliminated at the corporate consolidation level. Corporate-level selling, general and administrative expenses and costs related to certain former businesses are allocated to the reportable segments and Other Businesses based on measures of activity that management believes are reasonable.

The results of segment operations for the first quarter of 2010 and 2009 are:

(In millions)	Customer Sales	Intersegment Sales	Net Sales	Loss from investees	(Loss) Income from operations
First Quarter 2010					
Flat-rolled	\$ 2,455	\$ 219	\$2,674	\$ (5)	\$ (80)
USSE	964	25	989	-	12
Tubular	445	1	446	-	45
Total reportable segments	3,864	245	4,109	(5)	(23)
Other Businesses	32	(21)	11	-	10
Reconciling Items	-	(224)	(224)	-	(44)
Total	\$ 3,896	\$ -	\$3,896	\$ (5)	\$ (57)
First Quarter 2009					
Flat-rolled	\$ 1,592	\$ 53	\$1,645	\$ (21)	\$ (422)
USSE	622	1	623	-	(159)
Tubular	515	3	518	-	127
Total reportable segments	2,729	57	2,786	(21)	(454)
Other Businesses	21	41	62	-	(3)
Reconciling Items	-	(98)	(98)	-	(21)
Total	\$ 2,750	\$ -	\$2,750	\$ (21)	\$ (478)

The following is a schedule of reconciling items to loss from operations:

(In millions)	Three Months Ended March 31,	
	2010	2009
Items not allocated to segments:		
Retiree benefit expenses	\$ (44)	\$ (32)
Other items not allocated to segments:		
Net gain on the sale of assets (Note 4)	-	97
Workforce reduction charges (Note 7)	-	(86)
Total other items not allocated to segments	-	11
Total reconciling items	\$ (44)	\$ (21)

Table of Contents

4. Acquisitions and Dispositions

Wabush Mines Joint Venture

On February 1, 2010, U. S. Steel Canada Inc. (USSC) completed the previously announced sale of its 44.6 percent interest in the Wabush Mines Joint Venture (Wabush) for approximately \$60 million. Wabush owns and operates iron ore mining and pellet facilities in Newfoundland and Labrador and Quebec, Canada. U. S. Steel recognized an immaterial loss on the sale.

Z-Line Company

As a result of the minority owner's exercise of a put option, U. S. Steel acquired the minority owner's 40 percent ownership interest in Z-Line Company (Z-Line), a partnership, on December 23, 2009 for C\$26 million (approximately \$24 million). Z-line, which owned and operated a galvanizing/galvannealing line, has subsequently been dissolved and the facility is now operated as part of our Hamilton Works located in Ontario, Canada. The acquisition has been accounted for in accordance with ASC Topic 810, "Consolidations."

Elgin, Joliet and Eastern Railway Company

On January 31, 2009, U. S. Steel completed the previously announced sale of the majority of the operating assets of Elgin, Joliet and Eastern Railway Company (EJ&E) to Canadian National Railway Company (CN) for approximately \$300 million. U. S. Steel retained railroad assets, equipment, and employees that support the Gary Works. As a result of the transaction, U. S. Steel recognized a net gain of approximately \$97 million, net of a \$10 million pension curtailment charge (see Note 7), in the first quarter 2009.

5. Assets Held for Sale

As of March 31, 2010 and December 31, 2009, U. S. Steel had classified certain assets at Hamilton Works, consisting primarily of property, plant and equipment, as held for sale in accordance with ASC Topic 360 on impairment and disposal of long-lived assets.

6. Goodwill and Intangible Assets

The changes in the carrying amount of goodwill by segment for the three months ended March 31, 2010 are as follows:

	Flat-rolled Segment	Tubular Segment	Total
Balance at December 31, 2009	\$ 876	\$ 849	\$1,725
Currency translation	29	-	29
Balance at March 31, 2010	\$ 905	\$ 849	\$1,754

Goodwill represents the excess of the cost over the fair value of acquired identifiable tangible and intangible assets and liabilities assumed from businesses acquired. We have two reporting units that have a significant amount of goodwill. Our Flat-rolled reporting unit was allocated goodwill from the Stelco and Lone Star acquisitions in 2007. These amounts reflect the benefits we expect the Flat-rolled reporting unit to realize from expanding our flexibility in meeting our customers' needs and running our Flat-rolled facilities at higher operating rates to source our semi-finished product needs. Our Texas Operations reporting unit, which is part of our Tubular operating segment, was allocated goodwill from the Lone Star acquisition, reflecting the benefits we expect the reporting unit to realize from the expansion of our tubular operations.

Table of Contents

Goodwill is tested for impairment at the reporting unit level annually in the third quarter and whenever events or circumstances indicate that the carrying value may not be recoverable. The evaluation of impairment involves comparing the estimated fair value of the associated reporting unit to its carrying value, including goodwill. U. S. Steel completed its annual goodwill impairment test during the third quarter of 2009 and determined that there was no goodwill impairment for either reporting unit. Goodwill impairment tests in prior years also indicated that goodwill was not impaired for either reporting unit. Accordingly, there are no accumulated impairment losses for goodwill.

Amortizable intangible assets are being amortized on a straight-line basis over their estimated useful lives and are detailed below:

(In millions)	Useful Lives	As of March 31, 2010			As of December 31, 2009		
		Gross Carrying Amount	Accumulated Amortization	Net Amount	Gross Carrying Amount	Accumulated Amortization	Net Amount
Customer relationships	22-23 Years	\$ 219	\$ 26	\$ 193	\$ 216	\$ 24	\$ 192
Other	2-20 Years	24	11	13	24	10	14
Total amortizable intangible assets		\$ 243	\$ 37	\$ 206	\$ 240	\$ 34	\$ 206

The carrying amount of acquired water rights with indefinite lives as of March 31, 2010 and December 31, 2009 totaled \$75 million. The water rights are tested for impairment annually in the third quarter. The 2009 test indicated that the fair value of the water rights exceeded the carrying value. Accordingly, no impairment loss was recognized.

Amortization expense was \$3 million in both the three months ended March 31, 2010 and 2009. The estimated future amortization expense of identifiable intangible assets during the next five years is \$8 million for the remaining portion of 2010 and \$11 million each year from 2011 to 2014.

7. Pensions and Other Benefits

The following table reflects the components of net periodic benefit cost for the three months ended March 31, 2010 and 2009:

(In millions)	Pension Benefits		Other Benefits	
	2010	2009	2010	2009
Service cost	\$ 25	\$ 26	\$ 5	\$ 5
Interest cost	135	142	57	62
Expected return on plan assets	(167)	(175)	(27)	(27)
Amortization of prior service cost	6	6	6	6
Amortization of net loss (gain)	55	35	(3)	(2)
Net periodic benefit cost, excluding below	54	34	38	44
Multiemployer plans	13	12	-	-
Settlement, termination and curtailment benefits	-	63	-	11
Net periodic benefit cost	\$ 67	\$ 109	\$ 38	\$ 55

Nonretirement Postemployment Benefits

U. S. Steel recorded a charge of \$112 million in the three months ended March 31, 2009 related to the recognition of current and estimated future employee costs for supplemental unemployment benefits, salary continuance and continuation of health care benefits and life insurance coverage for employees associated with the temporary idling of certain facilities and reduced production at others. The accrual was recorded in accordance with the guidance in ASC Topic 712, "Compensation – Nonretirement Postemployment Benefits," which requires that costs associated with such ongoing benefit arrangements be recorded no later than the period when it becomes probable that the costs will be incurred and the costs are reasonably estimable. U. S. Steel recorded a credit of less than \$5 million in the three months ended March 31, 2010 related to favorable adjustments to these benefits as a result of facility restarts. As of March 31, 2010, there was no accrual for these benefits.

Settlements, Terminations and Curtailments

During the first quarter of 2009, approximately 500 non-represented employees in the United States elected to retire under a Voluntary Early Retirement Program (VERP). Expenses for termination benefits, curtailment and settlement charges totaled \$53 million for defined benefit plans and \$11 million for other benefit plans and were recorded in cost of sales. As discussed below, other pension charges related to the VERP were incurred for defined contribution plans totaling \$13 million.

In connection with the sale of the majority of EJ&E on January 31, 2009 (see Note 4), a pension curtailment charge of approximately \$10 million, which reduced the gain related to this transaction, was recognized in the first quarter of 2009.

Employer Contributions

During the first quarter of 2010, U. S. Steel made a voluntary contribution of \$140 million to its main defined benefit pension plan. U. S. Steel also made \$21 million in required cash contributions to the main USSC pension plans, cash payments of \$13 million to the Steelworkers Pension Trust and \$4 million in cash payments to other defined benefit pension plans.

During the first quarter of 2010, cash payments of \$74 million had been made for other postretirement benefit payments not funded by trusts.

Company contributions to defined contribution plans totaled \$2 million and \$17 million for the three months ended March 31, 2010 and 2009, respectively. Contributions for the three months ended March 31, 2009 included \$13 million of payments for VERP related benefits as discussed above.

The recently enacted Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 include multiple provisions impacting health care and insurance coverage in the U.S. The long-term impacts of this legislation on U. S. Steel are uncertain as we await further regulatory and rule setting guidance. The legislation eliminates the tax deductibility of Medicare Part D subsidies for retiree prescription drug coverage after 2012. U. S. Steel recorded a tax charge of approximately \$27 million in the first quarter of 2010 to adjust deferred tax assets in order to recognize the estimated future tax effects of the legislation specifically on Medicare Part D subsidies (see note 9).

8. Net Interest and Other Financial Costs

Other financial costs primarily include financing costs as well as foreign currency gains and losses as a result of transactions denominated in currencies other than the functional currencies of U. S. Steel's operations. During the first quarter of 2010 and 2009, net foreign currency losses of \$63 million and \$34 million, respectively, were recorded in other financial costs. See note 12 for additional information on U. S. Steel's use of derivatives to mitigate its foreign currency exchange rate exposure.

9. Income Taxes

Tax benefits

The first quarter 2010 effective tax benefit rate of four percent is lower than the statutory rate largely because losses in Canada and Serbia, which are jurisdictions where we have recorded full valuation allowances on deferred tax assets, do not generate a tax benefit for accounting purposes. Also included in the first quarter 2010 tax benefit is a net tax benefit of approximately \$30 million relating to adjustments to tax reserves, offset by a tax charge of approximately \$27 million as a result of the U.S. health care legislation enacted in the first quarter (see note 7).

The first quarter 2010 tax benefit is based on an estimated annual effective rate, which requires management to make its best estimate of annual forecasted pretax income or loss for the year. 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, plant operating performance and cost estimates. To the extent that actual pretax results for U.S. and foreign income or loss in 2010 vary from forecast estimates applied at the end of the most recent interim period, the actual tax provision or benefit recognized in 2010 could be materially different from the forecasted amount as of the end of the first quarter.

Income tax receivable

During the first quarter 2010, U. S. Steel received \$208 million representing the majority of its expected federal income tax refund related to the carryback of our 2009 losses to prior years.

Deferred taxes

As of March 31, 2010, the net domestic deferred tax asset was \$680 million compared to \$731 million at December 31, 2009. A substantial amount of U. S. Steel's domestic deferred tax assets relates to employee benefits that will become deductible for tax purposes over an extended period of time as cash contributions are made to employee benefit plans and payments are made to retirees. As a result of our cumulative historical earnings, we continue to believe it is more likely than not that the net domestic deferred tax asset will be realized.

As of March 31, 2010, the net foreign deferred tax asset was \$99 million, net of established valuation allowances of \$635 million. At December 31, 2009, the net foreign deferred tax asset was \$103 million, net of established valuation allowances of \$575 million. Net foreign deferred tax assets will fluctuate as the value of the U.S. dollar changes with respect to the euro, the Canadian dollar and the Serbian dinar. A full valuation allowance is recorded for both the Canadian and Serbian deferred tax assets due to the absence of positive evidence to support the realizability of the deferred tax assets. If USSC and U. S. Steel Serbia (USSS) generate sufficient income, the valuation allowance of \$573 million for Canadian deferred tax assets and \$48 million for Serbian deferred tax assets as of March 31, 2010, would be partially or fully reversed at such time that it is more likely than not that the Company will realize the deferred tax assets. Any reversals of these amounts will result in a decrease to tax expense.

Unrecognized tax benefits

Unrecognized tax benefits are the differences between a tax position taken, or expected to be taken, in a tax return and the benefit recognized for accounting purposes pursuant to the guidance found in ASC Topic 740 on income taxes. The total amount of unrecognized tax benefits was \$65 million and \$106 million as of March 31, 2010 and December 31, 2009, respectively. This decrease was primarily the result of the conclusion of certain tax examinations and the remeasurement of existing tax reserves. The total amount of unrecognized tax benefits that, if recognized, would affect the effective tax rate was \$56 million and \$77 million as of March 31, 2010 and December 31, 2009, respectively.

[Table of Contents](#)

U. S. Steel records interest related to uncertain tax positions as a part of net interest and other financial costs in the Statement of Operations. Any penalties are recognized as part of selling, general and administrative expenses. As of March 31, 2010 and December 31, 2009, U. S. Steel had accrued liabilities of \$4 million for interest related to uncertain tax positions. U. S. Steel currently does not have a liability for recorded income tax penalties.

10. Common Shares and Income Per Common Share

Common Stock Issued

On May 4, 2009, U. S. Steel issued 27,140,000 shares of common stock (par value of \$1 per share) at a price of \$25.50 per share. The underwriting discount and third-party expenses related to the issuance of the common stock of \$31 million was recorded as a decrease to additional paid-in capital, resulting in net proceeds of \$661 million.

Net Loss Per Share Attributable to United States Steel Corporation Shareholders

Basic net income or loss per common share is based on the weighted average number of common shares outstanding during the period.

Diluted net income per common share assumes the exercise of stock options and the vesting of restricted stock, restricted stock units, performance awards and the conversion of convertible notes (under the "if-converted" method), provided in each case the effect is dilutive. Due to the net loss position for the quarters ended March 31, 2010 and 2009, no securities were included in the computation of diluted net loss per common share because the effect would be antidilutive. However, securities granted under our 2005 Stock Incentive Plan represented 3,088,984 and 1,619,358 potentially dilutive shares for the quarters ended March 31, 2010 and 2009, respectively. Securities convertible under our Senior Convertible Notes represented 27,058,719 potentially dilutive shares for the quarter ended March 31, 2010.

The computations for basic and diluted earnings per common share from continuing operations are as follows:

(Dollars in millions, except per share amounts)	Three Months Ended	
	March 31,	
	2010	2009
Net loss attributable to United States Steel Corporation shareholders	\$ (157)	\$ (439)
Plus income effect of assumed conversion-interest on convertible notes	-	-
Net loss after assumed conversion	\$ (157)	\$ (439)
Weighted-average shares outstanding (in thousands):		
Basic	143,390	116,103
Effect of convertible notes	-	-
Effect of stock options	-	-
Effect of dilutive restricted stock, performance awards and restricted stock units	-	-
Adjusted weighted-average shares outstanding, diluted	143,390	116,103
Basic earnings per common share	\$ (1.10)	\$ (3.78)
Diluted earnings per common share	\$ (1.10)	\$ (3.78)

[Table of Contents](#)

Dividends Paid Per Share

The dividend rate for the first quarters of 2010 and 2009 was five cents per common share and 30 cents per common share, respectively.

11. Inventories

Inventories are carried at the lower of cost or market on a worldwide basis. The first-in, first-out method is the predominant method of inventory costing in Europe and Canada. The last-in, first-out (LIFO) method is the predominant method of inventory costing in the United States. At March 31, 2010 and December 31, 2009, the LIFO method accounted for 56 percent and 49 percent of total inventory values, respectively.

(In millions)	March 31, 2010	December 31, 2009
Raw materials	\$ 449	\$ 492
Semi-finished products	769	741
Finished products	319	336
Supplies and sundry items	110	110
Total	\$ 1,647	\$ 1,679

Current acquisition costs were estimated to exceed the above inventory values by \$850 million and \$1.1 billion at March 31, 2010 and December 31, 2009, respectively. Cost of sales was reduced by an immaterial amount and \$38 million in the first quarters of 2010 and 2009, respectively, as a result of liquidations of LIFO inventories.

Lower of cost or market (LCM) charges were immaterial for the three months ended March 31, 2010. During the three months ended March 31, 2009, we recorded LCM charges totaling approximately \$60 million.

Inventory includes \$92 million and \$101 million of land held for residential or commercial development as of March 31, 2010 and December 31, 2009, respectively.

From time to time, U. S. Steel enters into coke swap agreements with other steel manufacturers designed to reduce transportation costs. U. S. Steel shipped approximately 166,000 tons and received approximately 174,000 tons of coke under swap agreements during the first three months of 2010. U. S. Steel did not ship or receive any coke under swap agreements during the first three months of 2009.

U. S. Steel also has entered into iron ore pellet swap agreements with an iron ore mining and processing company. Under these agreements, U. S. Steel shipped and received approximately 141,000 tons of iron ore pellets during the first three months of 2010 and shipped and received approximately 327,000 tons of iron ore pellets during the first three months of 2009.

The coke and iron ore pellet swaps are recorded at cost as nonmonetary transactions. There was no income statement impact related to these swaps in either 2010 or 2009.

12. Derivative Instruments

U. S. Steel is exposed to foreign currency exchange rate risks as a result of our European and Canadian operations. USSE's revenues are primarily in euros and costs are primarily in U.S. dollars, euros and Serbian dinars. USSC's revenues and costs are denominated in both Canadian and U.S. dollars. In addition, the acquisition of USSC in 2007 was funded both from the United States and through the reinvestment of undistributed earnings from USSE, creating

[Table of Contents](#)

intercompany monetary assets and liabilities in currencies other than the functional currency of the entities involved, which can affect income when remeasured at the end of each quarter. A \$1.2 billion U.S. dollar-denominated intercompany loan (the Intercompany Loan) from a U.S. subsidiary to a European subsidiary was the primary exposure at March 31, 2010.

U. S. Steel uses euro forward sales contracts with maturities no longer than 12 months to exchange euros for U.S. dollars to manage our exposure to foreign currency exchange rate fluctuations. The gains and losses recognized on these euro forward sales contracts may also partially offset the remeasurement gains and losses recognized on the Intercompany Loan.

As of March 31, 2010, U. S. Steel held euro forward sales contracts with a total notional value of approximately \$200 million. We mitigate the risk of concentration of counterparty credit risk by purchasing our forward sales contracts from several counterparties.

Derivative instruments are required to be recognized at fair value in the balance sheet. U. S. Steel has not elected to designate these euro forward sales contracts as hedges. Therefore, changes in their fair value are recognized immediately in the results of operations.

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. Historically, the 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. However, due to reduced natural gas consumption in 2009, we net settled some of our excess natural gas purchase contracts for certain facilities. Therefore, the remaining contracts related to 2009 natural gas purchases at those facilities no longer met the exemption criteria and were therefore subject to mark-to-market accounting.

During 2010, all natural gas purchase contracts qualified and were accounted for in accordance with the normal purchases and normal sales exemption under ASC Topic 815 and were not subject to mark-to-market accounting.

The following summarizes the location and amounts of the fair values and gains or losses related to derivatives included in U. S. Steel's financial statements as of March 31, 2010 and December 31, 2009 and for the three months ended March 31, 2010 and 2009:

(In millions)	Location of Fair Value in Balance Sheet	Fair Value March 31, 2010	Fair Value December 31, 2009
Foreign exchange forward contracts	Accounts (payable) receivable	\$ 10	\$ (2)
	Location of Gain (Loss) on Derivative in Statement of Operations	Amount of Gain (Loss) Three Months ended March 31, 2010	Amount of Gain (Loss) Three Months ended March 31, 2009
Foreign exchange forward contracts	Other financial costs	\$ 12	\$ 22
Forward physical purchase contracts	Cost of Sales	N/A	\$ (49)

Table of Contents

In accordance with the guidance found in ASC Topic 820 on fair value measurements and disclosures, the fair value of our euro forward sales contracts was determined using Level 2 inputs, which are defined as "significant other observable" inputs. The inputs used are from market sources that aggregate data based upon market transactions. The fair value of our forward physical purchase contracts for natural gas was also determined using Level 2 inputs. The inputs used included forward prices derived from the New York Mercantile Exchange.

13. Debt

(In millions)	Interest Rates %	Maturity	March 31, 2010	December 31, 2009
2037 Senior Notes	6.65	2037	\$ 350	\$ 350
2020 Senior Notes	7.375	2020	600	-
2018 Senior Notes	7.00	2018	500	500
2017 Senior Notes	6.05	2017	450	450
2014 Senior Convertible Notes	4.00	2014	863	863
2013 Senior Notes	5.65	2013	300	300
Province Note (C\$150 million)	1.00	2015	147	142
Environmental Revenue Bonds	4.75 - 6.88	2011 – 2030	458	458
Fairfield Caster Lease		2010 – 2012	29	29
Other capital leases and all other obligations		2010 – 2014	25	30
Amended Credit Agreement, \$750 million	Variable	2012	-	-
USSK Revolver, €200 million				
(\$270 million and \$288 million at March 31, 2010 and December 31, 2009)	Variable	2011	-	288
USSK credit facilities, €70 million				
(\$94 million and \$101 million at March 31, 2010 and December 31, 2009)	Variable	2011 – 2012	-	-
USSS credit facilities, €40 and 800 million Serbian Dinar				
(\$65 million and \$69 million at March 31, 2010 and December 31, 2009)	Variable	2010	-	-
Total			3,722	3,410
Less Province Note fair value adjustment			39	40
Less unamortized discount			11	6
Less short-term debt and long-term debt due within one year			21	19
Long-term debt			\$ 3,651	\$ 3,345

Issuance of Senior Notes due 2020

On March 19, 2010, U. S. Steel issued \$600 million of 7.375% Senior Notes due April 1, 2020 (2020 Senior Notes). The 2020 Senior Notes were issued at 99.125% of their principal amount. U. S. Steel received net proceeds from the offering of \$582 million after fees of \$13 million related to the underwriting discount and third party expenses. The fees and discount for the issuance of the 2020 Senior Notes will be amortized to interest expense over the term of the 2020 Senior Notes. The net proceeds from the issuance of the 2020 Senior Notes will be used for general corporate purposes.

The 2020 Senior Notes are senior and unsecured obligations that will rank equally in right of payment with all of our other existing and future senior indebtedness. U. S. Steel will pay interest on the notes semi-annually in arrears on April 1st and October 1st of each year, commencing on

Table of Contents

October 1, 2010. If an event of default regarding the 2020 Senior Notes should occur and be continuing, either the trustee or the holders of not less than 25% in principal amount of the outstanding 2020 Senior Notes may declare the 2020 Senior Notes immediately due and payable. The 2020 Senior Notes were issued under U. S. Steel's shelf registration statement and are not listed on any national securities exchange.

U. S. Steel has the option to redeem the 2020 Senior Notes, at any time in whole, or from time to time in part at a price as defined within the 2020 Senior Notes. If a change of control repurchase event occurs, as defined within the 2020 Senior Notes, U. S. Steel will be required to make an offer to each holder of the 2020 Senior Notes to repurchase all or any part of that holder's 2020 Senior Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of the 2020 Senior Notes repurchased plus any accrued and unpaid interest on the 2020 Senior Notes repurchased to, but not including, the date of repurchase.

The 2020 Senior Notes restrict our ability to create certain liens, to enter into sale leaseback transactions and to consolidate, merge, transfer or sell all, or substantially all, of our assets.

Amended Credit Agreement

On June 12, 2009, U. S. Steel entered into an amendment and restatement of its \$750 million Credit Agreement dated May 11, 2007 (Amended Credit Agreement) which revised pricing, amended other customary terms and conditions and established a borrowing base formula which limits the amounts U. S. Steel can borrow to a certain percent of the value of certain domestic inventory less specified reserves. The Amended Credit Agreement contains a financial covenant requiring U. S. Steel to maintain a fixed charge coverage ratio (as further defined in the Amended Credit Agreement) of at least 1.10 to 1.00 for the most recent four consecutive quarters when availability under the Amended Credit Agreement is less than the greater of 15% of the total aggregate commitments and \$112.5 million.

As of March 31, 2010, there were no amounts drawn on the Amended Credit Agreement and inventory levels supported the full \$750 million of the facility. Since availability was greater than \$112.5 million, compliance with the fixed charge coverage ratio covenant was not applicable. However, based on the most recent four quarters, as of March 31, 2010, we would not meet this covenant if we were to borrow more than \$637.5 million. If the value or levels of inventory decrease or we are not able to meet this covenant in the future, our ability to borrow the full amount of this facility would be affected.

Receivables Purchase Agreement

U. S. Steel has a Receivables Purchase Agreement (RPA) under which 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. USSR can then sell senior undivided interests in up to \$500 million of the receivables to certain third-party commercial paper conduits for cash, while maintaining a subordinated undivided interest in a portion of the receivables. U. S. Steel has agreed to continue servicing the sold receivables at market rates. Because U. S. Steel receives adequate compensation for these services, no servicing asset or liability is recorded. The Receivables Purchase Agreement expires on September 24, 2010.

Prior to January 1, 2010, U. S. Steel accounted for transfers of receivables pursuant to the RPA as a "sale." Accordingly, the accounts receivable were reflected as a reduction of receivables in the balance sheet and the proceeds and repurchases related to the securitization program were included in cash flows from operating activities in the statement of cash flows.

Table of Contents

On January 1, 2010, U. S. Steel adopted updates to ASC Topic 860 related to the accounting for transfers of financial assets. As a result of the adoption, transfers of receivables pursuant to our RPA no longer qualify as a "sale" and are now accounted for as secured borrowing transactions. Accordingly, receivable transfers as well as the related borrowings for equal amounts are required to be reflected on the consolidated balance sheet and the proceeds and repurchases related to the securitization program will be included in cash flows from financing activities in the statement of cash flows. U. S. Steel did not have any transactions under the RPA during the first quarter of 2010 or 2009.

At March 31, 2010 and December 31, 2009, there were no receivable transfers under this facility and \$500 million of eligible accounts receivable could have been transferred. The net book value of U. S. Steel's retained interest in the receivables represents the best estimate of the fair market value due to the short-term nature of the receivables. The retained interest in the receivables is recorded net of the allowance for bad debts, which has historically not been significant.

USSR pays the conduits a discount based on the conduits' borrowing costs plus incremental fees. We incurred insignificant costs for the three months ended March 31, 2010 and 2009 relating to fees on the RPA.

Generally, the facility provides that as payments are collected from the sold accounts receivables, USSR may elect to have the conduits reinvest the proceeds in new eligible accounts receivable. As there was no activity under this facility during the three months ended March 31, 2010 and 2009, there were no collections reinvested.

The table below summarizes the trade receivables for USSR:

<u>(In millions)</u>	March 31, 2010	December 31, 2009
Balance of accounts receivable-net, purchased by USSR	\$ 944	\$ 792
Revolving interest sold to conduits	-	-
Accounts receivable – net, included in the accounts receivable balance on the balance sheet of U. S. Steel	\$ 944	\$ 792

The facility may be terminated on the occurrence and failure to cure certain events, including, among others, failure of USSR to maintain certain ratios related to the collectability of the receivables and failure to make payment under its material debt obligations and may also be terminated upon a change of control.

Other obligations

At March 31, 2010, in the event of a change in control of U. S. Steel, debt obligations totaling \$3,062 million, which includes the Senior Notes and Senior Convertible Notes, may be declared immediately due and payable. In addition, the Amended Credit Agreement may be terminated and any amount outstanding thereunder may be declared immediately due and payable. In such event, U. S. Steel may also be required to either repurchase the leased Fairfield slab caster for \$46 million or provide a letter of credit to secure the remaining obligation.

In the event of a bankruptcy of Marathon Oil Corporation (Marathon), \$352 million of obligations related to Environmental Revenue Bonds, the Fairfield Caster Lease and the coke battery lease at the Clairton Plant may be declared immediately due and payable.

Table of Contents

For information concerning the Senior Notes, the Senior Convertible Notes and other listed obligations, please refer to note 16 of the audited financial statements in the Annual Report on Form 10-K for the year ended December 31, 2009.

U. S. Steel Košice (USSK) credit facilities

In March 2010, USSK repaid the outstanding borrowings under its €200 million (\$270 million) revolving unsecured credit facility and had no borrowings against this facility at March 31, 2010.

At March 31, 2010, USSK had no borrowings against its €40 million, €20 million and €10 million credit facilities (which approximated \$94 million) and the availability was approximately \$87 million due to approximately \$7 million of customs and other guarantees outstanding.

U. S. Steel Serbia (USSS) credit facility

At March 31, 2010, USSS had no borrowings against its €40 million revolving credit facility and 800 million Serbian dinar overdraft facility (which total approximately \$65 million). At March 31, 2010, availability, which is limited to the value of USSS's inventory of finished and semi-finished goods, was approximately \$65 million.

14. Asset Retirement Obligations

U. S. Steel's asset retirement obligations primarily relate to mine and landfill closure and post-closure costs. The following table reflects changes in the carrying values of asset retirement obligations:

(In millions)	March 31, 2010	December 31, 2009
Balance at beginning of year	45	48
Obligations settled	(2)	(7)
Foreign currency translation effects	(2)	1
Accretion expense	1	3
Balance at end of period	42	45

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

15. Variable Interest Entities

Effective January 1, 2010, U. S. Steel adopted updates to ASC Topic 810 related to improvements to financial reporting by enterprises involved with variable interest entities. The updates to ASC Topic 810 include a criterion that requires the primary beneficiary to have the power to direct the activities that most significantly impact the economic performance of the variable interest entity. Due to the addition of this criterion, the adoption resulted in the deconsolidation of the following entities from our consolidated financial statements on a prospective basis.

Gateway Energy & Coke Company, LLC

Gateway Energy & Coke Company, LLC (Gateway) is a wholly owned subsidiary of SunCoke Energy, Inc. in which U. S. Steel has no ownership interest. Gateway has constructed a heat recovery coke plant with an expected annual capacity of 651,000 tons of coke at U. S. Steel's Granite City Works that began operations in the fourth quarter of 2009. U. S. Steel has a 15-year

[Table of Contents](#)

arrangement to purchase coke from Gateway under which Gateway is obligated to supply 90 percent to 105 percent of the expected annual capacity of the heat recovery coke plant, and U. S. Steel is obligated to purchase the coke from Gateway at the contract price. As of March 31, 2010, a maximum default payment of approximately \$285 million would apply if U. S. Steel terminates the agreement.

There are three activities that most significantly impact Gateway's economic performance: procurement of coking coal used in the production of coke, direction of the operations associated with the production of coke and steam and direction of the sale of coke and steam. U. S. Steel and Gateway jointly direct the sale of coke and steam due to the 15-year arrangement described above; however, U. S. Steel does not have the power to direct the other activities that most significantly impact Gateway's economic performance. Since the only activity in which U. S. Steel shares power is less significant than the combination of the other significant activities, U. S. Steel is not the primary beneficiary. Accordingly, as of January 1, 2010, U. S. Steel deconsolidated Gateway and all activity with Gateway is now accounted for as third party transactions.

Daniel Ross Bridge, LLC

Daniel Ross Bridge, LLC (DRB) was established for the development of a 1,600 acre master-planned community in Hoover, Alabama. The economic performance of DRB is significantly impacted by the fair value of the underlying property. The activities that most directly impact DRB's economic performance are the development, marketing, and sale of the underlying property, none of which are directed by U. S. Steel. Since U. S. Steel does not have the power to direct the activities that most significantly impact DRB's economic performance, U. S. Steel is not the primary beneficiary. Accordingly, U. S. Steel deconsolidated DRB and began accounting for this entity using the equity method of accounting effective January 1, 2010.

16. Fair Value of Financial Instruments

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

Current assets and current liabilities: Fair value approximates the carrying value due to the short-term maturity of the instruments.

Investments and long-term receivables: Fair value is based on discounted cash flows. U. S. Steel is subject to market risk and liquidity risk related to its investments; however, these risks are not readily quantifiable.

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.

Table of Contents

Fair value of the financial instruments disclosed herein is not necessarily representative of the amount that could be realized or settled, nor does the fair value amount consider the tax consequences of realization or settlement. The following table summarizes financial instruments, excluding derivative financial instruments disclosed in Note 12, by individual balance sheet account. U. S. Steel's financial instruments at March 31, 2010 and December 31, 2009 were:

(In millions)	March 31, 2010		December 31, 2009	
	Fair Value	Carrying Amount	Fair Value	Carrying Amount
Financial assets:				
Cash and cash equivalents	\$ 1,386	\$ 1,386	\$ 1,218	\$ 1,218
Receivables	1,811	1,811	1,423	1,423
Receivables from related parties	151	151	144	144
Investments and long-term receivables ^(a)	26	26	26	26
Total financial assets	\$ 3,374	\$ 3,374	\$ 2,811	\$ 2,811
Financial liabilities:				
Accounts payable ^(b)	\$ 1,599	\$ 1,599	\$ 1,419	\$ 1,419
Accounts payable to related parties	68	68	61	61
Accrued interest	52	52	32	32
Debt ^(c)	4,571	3,618	4,004	3,307
Total financial liabilities	\$ 6,290	\$ 5,337	\$ 5,516	\$ 4,819

^(a) Excludes equity method investments.

^(b) Includes bank checks outstanding.

^(c) Excludes capital lease obligations.

Financial guarantees are U. S. Steel's only unrecognized financial instrument. For details relating to financial guarantees see note 19.

[Table of Contents](#)

17. Statement of Changes in Stockholders' Equity

The following table reflects the first quarter 2010 and 2009 reconciliation of the carrying amount of total equity, equity attributable to United States Steel Corporation and equity attributable to the noncontrolling interests:

Three Months Ended March 31, 2010	Total	Comprehensive Income (Loss)	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Common Stock	Treasury Stock	Paid-in Capital	Non- Controlling Interest
Balance at beginning of year	\$4,979		\$ 4,209	\$ (2,728)	\$ 151	\$ (608)	\$ 3,652	\$ 303
Comprehensive income:								
Net loss	(158)	(158)	(157)					(1)
Other comprehensive income (loss), net of tax:								
Pension and other benefit adjustments	60	60		60				
Currency translation adjustment	(18)	(18)		(18)				
Employee stock plans	3					2	1	
Dividends paid on common stock	(7)		(7)					
Adoption of ASC Topic 810	(301)							(301)
Cumulative effect of ASC Topic 810 adoption	(1)		(1)					
Balance at March 31, 2010	\$4,557	\$ (116)	\$ 4,044	\$ (2,686)	\$ 151	\$ (606)	\$ 3,653	\$ 1

Three Months Ended March 31, 2009	Total	Comprehensive Income (Loss)	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Common Stock	Treasury Stock	Paid-in Capital	Non- Controlling Interest
Balance at beginning of year	\$5,059		\$ 5,666	\$ (3,269)	\$ 124	\$ (612)	\$ 2,986	\$ 164
Comprehensive income:								
Net loss	(439)	(439)	(439)					
Other comprehensive income (loss), net of tax:								
Pension and other benefit adjustments	18	18		18				
Currency translation adjustment	(72)	(72)		(71)				(1)
Employee stock plans	11					(1)	12	
Dividends paid on common stock	(35)		(35)					
Partner contributions	37							37
Balance at March 31, 2009	\$4,579	\$ (493)	\$ 5,192	\$ (3,322)	\$ 124	\$ (613)	\$ 2,998	\$ 200

18. Related Party Transactions

Net sales to related parties and receivables from related parties primarily reflect sales of steel products to equity and certain other investees. Generally, transactions are conducted under long-term market-based contractual arrangements. Related party sales and service transactions were \$281 million and \$145 million for the quarters ended March 31, 2010 and 2009, respectively.

Purchases from equity investees for outside processing services amounted to \$9 million and \$65 million for the quarters ended March 31, 2010 and 2009. There were no purchases of iron ore pellets from equity method investees for the quarter ended March 31, 2010. Purchases of iron ore pellets from equity investees amounted to \$11 million for the quarter ended March 31, 2009.

Table of Contents

Accounts payable to related parties include balances due to PRO-TEC Coating Company (PRO-TEC) of \$65 million and \$58 million at March 31, 2010 and December 31, 2009, respectively, for invoicing and receivables collection services provided by U. S. Steel. U. S. Steel, as PRO-TEC's exclusive sales agent, is responsible for credit risk related to those receivables. U. S. Steel also provides PRO-TEC marketing, selling and customer service functions. Payables to other equity investees totaled \$3 million at both March 31, 2010 and December 31, 2009.

19. Contingencies and Commitments

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

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

Asbestos matters – As of March 31, 2010, U. S. Steel was a defendant in approximately 450 active cases involving approximately 3,010 plaintiffs. Many of these cases involve multiple defendants (typically from fifty to more than one hundred). Almost 2,560, or approximately 85 percent, of these claims are currently pending in jurisdictions which permit filings with massive numbers of plaintiffs. Based upon U. S. Steel's experience in such cases, it believes that the actual number of plaintiffs who ultimately assert claims against U. S. Steel will likely be a small fraction of the total number of plaintiffs. During the three months ended March 31, 2010, U. S. Steel paid approximately \$2 million in settlements. These settlements and other dispositions resolved approximately 105 claims. New case filings in the first three months of 2010 added approximately 75 claims. At December 31, 2009, U. S. Steel was a defendant in approximately 440 active cases involving approximately 3,040 plaintiffs. During 2009, U. S. Steel paid approximately \$7 million in settlements. These settlements and other dispositions resolved approximately 200 claims. New case filings in the year ended December 31, 2009 added approximately 190 claims. Most claims filed in 2010 and 2009 involved individual or small groups of claimants as many jurisdictions no longer permit the filing of mass complaints.

Historically, these claims against U. S. Steel fall into three major groups: (1) claims made by persons who allegedly were exposed to asbestos at U. S. Steel facilities (referred to as "premises claims"); (2) claims made by industrial workers allegedly exposed to products manufactured by U. S. Steel; and (3) claims made under certain federal and general maritime laws by employees of former operations of U. S. Steel. In general, the only insurance available to U. S. Steel with respect to asbestos claims is excess casualty insurance, which has multi-million dollar retentions. To date, U. S. Steel has received minimal payments under these policies relating to asbestos claims.

These asbestos cases allege a variety of respiratory and other diseases based on alleged exposure to asbestos. U. S. Steel is currently a defendant in cases in which a total of approximately 200 plaintiffs allege that they are suffering from mesothelioma. The potential for damages against defendants may be greater in cases in which the plaintiffs can prove mesothelioma.

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,

Table of Contents

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 "premises" liability-based alleged exposure on U. S. Steel's current or former premises. These claims are made by an indeterminable number of people such as truck drivers, railroad workers, salespersons, contractors and their employees, government inspectors, customers, visitors and even trespassers. In most cases the claimant also was exposed to asbestos in non-U. S. Steel settings; the relative periods of exposure between U. S. Steel and non-U. S. Steel settings vary with each claimant; and the strength or weakness of the causal link between U. S. Steel exposure and any injury vary widely as do the nature and severity of the injury claimed.

It is not possible to predict the ultimate outcome of asbestos-related lawsuits, claims and proceedings due to the unpredictable nature of personal injury litigation. Despite this uncertainty, management believes that the ultimate resolution of these matters will not have a material adverse effect on U. S. Steel's financial condition, although the resolution of such matters could significantly impact results of operations for a particular quarter. Among the factors considered in reaching this conclusion are: (1) that over the last several years, the total number of pending claims has generally declined; (2) that it has been many years since U. S. Steel employed maritime workers or manufactured or sold asbestos containing products; and (3) U. S. Steel's history of trial outcomes, settlements and dismissals.

Environmental Matters – U. S. Steel is subject to federal, state, local and foreign laws and regulations relating to the environment. These laws generally provide for control of pollutants released into the environment and require responsible parties to undertake remediation of hazardous waste disposal sites. Penalties may be imposed for noncompliance. Accrued liabilities for remediation activities, which are recorded in deferred credits and other liabilities, totaled \$202 million at March 31, 2010, of which \$18 million was classified as current, and \$203 million at December 31, 2009, of which \$17 million was classified as current. Expenses related to remediation are recorded in cost of sales and totaled \$1 million and \$2 million for the quarters ended March 31, 2010 and 2009, respectively. It is not presently possible to estimate the ultimate amount of all remediation costs that might be incurred or the penalties that may be imposed. Due to uncertainties inherent in remediation projects and the associated liabilities, it is possible that total remediation costs for active matters and projects with ongoing study and scope development may exceed the accrued liabilities by as much as 15 to 30 percent.

Remediation Projects

U. S. Steel is involved in environmental remediation projects at or adjacent to several current and former U. S. Steel facilities and other locations that are in various stages of completion ranging from initial characterization through post-closure monitoring. Based on the anticipated scope and degree of uncertainty of projects, we categorize projects as follows:

(1) *Projects with Ongoing Study and Scope Development* are those projects which are still in the study and development phase. For these projects the extent of remediation that may be

Table of Contents

required is not yet known, the remediation methods and plans are not yet developed, and cost estimates cannot be determined. Therefore, material costs, in addition to the accrued liabilities for these projects, are reasonably possible.

(2) *Significant Projects with Defined Scope* are those projects with significant accrued liabilities, a defined scope and little likelihood of material additional costs.

(3) *Other Projects* are those projects with relatively small accrued liabilities for which we believe that, while additional costs are possible, they are not likely to be material, and those projects for which we do not yet possess sufficient information to form a judgment about potential costs.

Projects with Ongoing Study and Scope Development – There are five environmental remediation projects where reasonably possible additional costs for completion are not currently estimable, but could be material. These projects are four Resource Conservation and Recovery Act (RCRA) programs (at Fairfield Works, Lorain Tubular, USS-POSCO Industries (UPI) and the Fairless Plant) and a voluntary remediation program at the former steel making plant at Joliet, Illinois. As of March 31, 2010, accrued liabilities for these projects totaled \$4 million for the costs of studies, investigations, interim measures, design and/or remediation. It is reasonably possible that additional liabilities associated with future requirements regarding studies, investigations, design and remediation for these projects could be as much as \$25 million to \$45 million. Depending on agency negotiations and other factors, U. S. Steel expects that the scope of the UPI will become defined later in 2010.

Significant Projects with Defined Scope – As of March 31, 2010, a total of \$49 million was accrued for projects at or related to Gary Works where the scope of work is defined, including RCRA program projects, Natural Resource Damages (NRD) claims, completion of projects for the Grand Calumet River in northwest Indiana and the related Corrective Action Management Unit (CAMU), and closure costs for three hazardous waste disposal sites and one solid waste disposal site.

Additional projects with defined scope include the Municipal Industrial & Disposal Company (MIDC) site in Elizabeth, PA, the St. Louis Estuary and Upland Project in Duluth, Minnesota and a project at U. S. Steel's former Geneva Works in Geneva, Utah. As of March 31, 2010, accrued liabilities for these three additional projects totaled \$98 million. U. S. Steel does not expect material additional costs related to these projects.

Other Projects – There are eight other environmental remediation projects which each had an accrued liability of between \$1 million and \$5 million. The total accrued liability for these projects at March 31, 2010 was \$16 million. These projects have progressed through a significant portion of the design phase and material additional costs are not expected.

The remaining environmental remediation projects each had an accrued liability of less than \$1 million. The total accrued liability for these projects at March 31, 2010 was \$8 million. We do not foresee material additional liabilities for any of these sites.

Post-Closure Costs – Accrued liabilities for post-closure site monitoring and other costs at various closed landfills totaled \$21 million at March 31, 2010 and were based on known scopes of work.

Administrative and Legal Costs – As of March 31, 2010, U. S. Steel had an accrued liability of \$6 million for administrative and legal costs related to environmental remediation projects. These accrued liabilities were based on projected administrative and legal costs for the next three years and do not change significantly from year to year.

[Table of Contents](#)

Capital Expenditures – For a number of years, U. S. Steel has made substantial capital expenditures to bring existing facilities into compliance with various laws relating to the environment. In the first three months of 2010 and 2009, such capital expenditures totaled \$43 million and \$15 million, respectively. U. S. Steel anticipates making additional such expenditures in the future; however, the exact amounts and timing of such expenditures are uncertain because of the continuing evolution of specific regulatory requirements.

CO₂ Emissions – Current and potential regulation of Greenhouse Gas emissions remains a significant issue for the steel industry, particularly for integrated steel producers such as U. S. Steel. The regulation of carbon dioxide (CO₂) emissions has either become law or is being considered by legislative bodies of many nations, including countries where we have operating facilities. The European Union (EU) has established greenhouse gas regulations based upon national allocations and a cap and trade system, in Canada, both the federal and Ontario governments have issued proposed requirements for greenhouse gas emissions and the United States House of Representatives passed the American Clean Energy and Security Act (also known as the Waxman-Markey Bill) on June 26, 2009 while in the Senate a bill has been introduced and several senators have announced they are working on a substitute bill they plan to introduce this year. The EU has issued proposed regulations under their cap and trade system for the period 2013-2020 which appear to be more stringent than the current requirements. The United States Environmental Protection Agency has classified CO₂ as a harmful gas and has also proposed new permitting requirements for facilities emitting 25,000 metric tons or more per year of CO₂ based on requirements of the Clean Air Act.

It is impossible to estimate the timing or impact of these or other future government action on U. S. Steel, although it could be significant. Such impacts may include substantial capital expenditures, costs for emission allowances, restriction of production, and higher prices for coking coal and other carbon based energy sources.

In July 2008, following approval by the European Commission of Slovakia's national allocation plan for the 2008 to 2012 trading period (NAP II), Slovakia granted USSK more CO₂ emission allowances per year than USSK received for the 2005 to 2007 trading period. Based on actual CO₂ emissions to date, we believe that USSK will have sufficient allowances for the NAP II period without purchasing additional allowances. During the quarter ended March 31, 2010, USSK entered into transactions to sell and swap a portion of our emissions allowances and recognized approximately \$6 million of gains related to these transactions. These gains are reflected in the net gains on disposal of assets line on the Consolidated Statement of Operations. There were no gains related to the sale of allowances in the quarter ended March 31, 2009.

Environmental and other indemnifications – Throughout its history, U. S. Steel has sold numerous properties and businesses and many of these sales included indemnifications and cost sharing agreements related to the assets that were sold. These indemnifications and cost sharing agreements have related to the condition of the property, the approved use, certain representations and warranties, matters of title and environmental matters. While most of these provisions have not specifically dealt with environmental issues, there have been transactions in which U. S. Steel indemnified the buyer for non-compliance with past, current and future environmental laws related to existing conditions and there can be questions as to the applicability of more general indemnification provisions to environmental matters. Most recent indemnifications and cost sharing agreements are of a limited nature only applying to non-compliance with past and/or current laws. Some indemnifications and cost sharing agreements only run for a specified period of time after the transactions close and others run indefinitely. In addition, current owners of property formerly owned by U. S. Steel may have common law claims and contribution rights against U. S. Steel for environmental matters. The amount of potential environmental liability

Table of Contents

associated with these transactions and properties is not estimable due to the nature and extent of the unknown conditions related to the properties sold. Aside from the environmental liabilities already recorded as a result of these transactions due to specific environmental remediation activities and cases (included in the \$202 million of accrued liabilities for remediation discussed above), there are no other known environmental liabilities related to these transactions.

Guarantees – The guarantees of the indebtedness of unconsolidated entities of U. S. Steel totaled \$11 million at March 31, 2010. In the event that any default related to the guaranteed indebtedness occurs, U. S. Steel has access to its interest in the assets of the investees to reduce its potential losses under the guarantees.

Contingencies related to the Separation from Marathon – In the event of a bankruptcy of Marathon, certain of U. S. Steel's operating lease obligations in the amount of \$24 million as of March 31, 2010 may be declared immediately due and payable.

Antitrust Class Actions – In a series of lawsuits filed in federal court in the Northern District of Illinois beginning September 12, 2008, individual direct or indirect buyers of steel products have asserted that eight steel manufacturers, including U. S. Steel, conspired in violation of antitrust laws to restrict the domestic production of raw steel and thereby to fix, raise, maintain or stabilize the price of steel products in the United States. The cases are filed as class actions and claim treble damages for the period 2005 to present, but do not allege any damage amounts. U. S. Steel is vigorously defending these lawsuits and does not believe that it has any liability regarding these matters.

Investment Canada Action – On July 17, 2009, the Attorney General of Canada initiated a proceeding under Section 40 of Canada's Investment Canada Act by filing an application in the Canadian federal court that seeks to impose a financial penalty on U. S. Steel due to the Company's alleged failure to comply with two of the 31 undertakings made by U. S. Steel to the Minister of Industry in connection with the 2007 acquisition of Stelco. The specific undertakings at issue concern production and employment levels anticipated at U. S. Steel Canada Inc. (USSC) assuming certain business conditions. In response to a previous written demand from the Minister with respect to this matter, the Company provided full disclosure regarding the operations at USSC and the impact that the sudden and severe world-wide economic downturn has had on the global steel sector and all of the Company's North American operations, including operations at USSC. In accordance with the specific language of the undertakings at issue, the unprecedented economic downturn, the effects of which were beyond the control of the company, expressly excuse any non-attainment of the production and employment levels targeted by the 2007 submission. The Company is vigorously defending the matter and believes that the action is without justification or authority.

Randle Reef – The Canadian and Ontario governments have identified a sediment deposit in Hamilton Harbor near USSC's Hamilton Works for remediation, for which the regulatory agencies estimate expenditures of approximately C\$105 million (approximately \$103 million). The national and provincial governments have each allocated C\$30 million (approximately \$29 million) for this project and they have stated that they will be looking for local sources, including industry, to fund C\$30 million (approximately \$29 million). USSC has committed C\$7 million (approximately \$7 million) as its contribution. Funding sources for the balance of the estimated project cost remain to be identified and additional contributions may be sought.

Other contingencies – Under certain operating lease agreements covering various equipment, U. S. Steel has the option to renew the lease or to purchase the equipment at the end of the lease term. If U. S. Steel does not exercise the purchase option by the end of the lease term, U. S. Steel

Table of Contents

guarantees a residual value of the equipment as determined at the lease inception date (totaling approximately \$15 million at March 31, 2010). No liability has been recorded for these guarantees as either management believes that the potential recovery of value from the equipment when sold is greater than the residual value guarantee, or the potential loss is not probable and/or estimable.

Insurance – U. S. Steel maintains insurance for certain property damage, equipment, business interruption and general liability exposures; however, insurance is applicable only after certain deductibles and retainages. U. S. Steel is self-insured for certain other exposures including workers' compensation (where permitted by law) and auto liability. Liabilities are recorded for workers' compensation and personal injury obligations. Other costs resulting from losses under deductible or retainage amounts or not otherwise covered by insurance are charged against income upon occurrence.

U. S. Steel uses surety bonds, trusts and letters of credit to provide whole or partial financial assurance for certain obligations such as workers' compensation. The total amount of active surety bonds, trusts and letters of credit being used for financial assurance purposes was approximately \$165 million as of March 31, 2010, which reflects U. S. Steel's maximum exposure under these financial guarantees, but not its total exposure for the underlying obligations. Most of the trust arrangements and letters of credit are collateralized by restricted cash. Restricted cash, which is primarily recorded in other noncurrent assets, totaled \$148 million at March 31, 2010, of which \$24 million was classified as current, and \$157 million at December 31, 2009, none of which was classified as current.

Commitments – At March 31, 2010, U. S. Steel's contractual commitments to acquire property, plant and equipment totaled \$197 million.

Unconditional Purchase Obligations – U. S. Steel is obligated to make payments under unconditional purchase obligations, including take-or-pay contracts. Payments for contracts with remaining terms in excess of one year are summarized below (in millions):

Remainder of 2010	2011	2012	2013	2014	Later Years	Total
\$1,866	\$ 1,707	\$ 1,102	\$ 993	\$ 354	\$ 2,972	\$ 8,994

The majority of U. S. Steel's unconditional purchase obligations relate to the supply of industrial gases, coking coal, coke, and other raw materials used in the ordinary course of U. S. Steel's business with terms ranging from two to 16 years. Total payments under take-or-pay contracts were approximately \$140 million and \$90 million for the three months ended March 31, 2010 and 2009, respectively.

20. Subsequent Event

On April 15, 2010, the United Steelworkers (USW) represented employees at U. S. Steel Canada's Lake Erie Works ratified a new three year labor contract. The agreement covers approximately 800 USW represented employees and includes a signing bonus of \$3,000 per employee. Additionally, the agreement closes the defined benefit pension plan to new entrants.

[Table of Contents](#)

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Certain sections of Management's Discussion and Analysis include forward-looking statements concerning trends or events potentially affecting the businesses of United States Steel Corporation (U. S. Steel). These statements typically contain words such as "anticipates," "believes," "estimates," "expects," "intends" or similar words indicating that future outcomes are not known with certainty and are subject to risk factors that could cause these outcomes to differ significantly from those projected. In accordance with "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, these statements are accompanied by cautionary language identifying important factors, though not necessarily all such factors that could cause future outcomes to differ materially from those set forth in forward-looking statements. For discussion of risk factors affecting the businesses of U. S. Steel, see Item 1A. Risk Factors and "Supplementary Data – Disclosures About Forward-Looking Statements" in U. S. Steel's Annual Report on Form 10-K for the year ended December 31, 2009, and Item 1A. Risk Factors in this Form 10-Q. References in this Quarterly Report on Form 10-Q to "U. S. Steel," "the Company," "we," "us" and "our" refer to U. S. Steel and its consolidated subsidiaries unless otherwise indicated by the context.

U. S. Steel's operating results are beginning to reflect the benefits of the gradual economic recovery that appears to be underway in North America and Europe. Our raw steel capability utilization rate in the first quarter of 2010 was 73% for North American operations and 87% for European operations, a significant improvement as compared to first quarter of 2009 operating rates of 38% and 55%, respectively and fourth quarter of 2009 operating rates of 64% and 80%, respectively. Adjusting for our Lake Erie Works, which is not expected to be available until late in the second quarter, in recent weeks, we have operated our North American steelmaking facilities at over 95% of raw steel capability. Our operating loss for the first quarter of 2010 was \$57 million, a significant improvement from the \$478 million loss in the first quarter of 2009 and from the \$329 million loss in the fourth quarter of 2009. As further described below we expect this trend of improving results to continue, resulting in operating income for each of our three segments during the second quarter.

The recently enacted Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 include multiple provisions impacting health care and insurance coverage in the U.S. The long-term impacts of this legislation on U. S. Steel are uncertain as we await further regulatory and rule setting guidance. The legislation eliminates the tax deductibility of Medicare Part D subsidies for retiree prescription drug coverage after 2012. U. S. Steel recorded a tax charge of approximately \$27 million in the first quarter of 2010 to adjust deferred tax assets in order to recognize the estimated future tax effects of the legislation specifically on Medicare Part D subsidies.

RESULTS OF OPERATIONS

Net sales by segment for the first quarter of 2010 and 2009 are set forth in the following table:

(Dollars in millions, excluding intersegment sales)	Quarter Ended		% Change
	March 31,		
	2010	2009	
Flat-rolled Products (Flat-rolled)	\$2,455	\$1,592	54%
U. S. Steel Europe (USSE)	964	622	55%
Tubular Products (Tubular)	445	515	-14%
Total sales from reportable segments	3,864	2,729	42%
Other Businesses	32	21	52%
Net sales	\$3,896	\$2,750	42%

Table of Contents

Management's analysis of the **percentage change in net sales** for U. S. Steel's reportable business segments for the quarter ended March 31, 2010 versus the quarter ended March 31, 2009 is set forth in the following table:

Quarter Ended March 31, 2010 versus Quarter Ended March 31, 2009

	Steel Products ^(a)				Coke & Other	Net Change
	Volume	Price	Mix	FX ^(b)		
Flat-rolled	57%	-12%	0%	3%	6%	54%
USSE	67%	-10%	-11%	8%	1%	55%
Tubular	53%	-64%	0%	0%	-3%	-14%

^(a) Excludes intersegment sales

^(b) Foreign currency effects

Net sales were \$3,896 million in the first quarter of 2010, compared with \$2,750 million in the same quarter of last year. The increase in sales for the Flat-rolled segment primarily reflected increased shipments (up 1.4 million tons) partially offset by lower average realized prices (down \$61 per ton). The increase in sales for the European segment was due to increased shipments (up 0.6 million tons) and favorable changes in foreign currency translation impacts partially offset by lower reported average realized prices (down \$58 per ton) and a lower value-added product mix. The decrease in sales for the Tubular segment resulted primarily from lower average realized prices (down \$964 per ton) partially offset by higher shipments (up 0.1 million tons).

Pension and other benefits costs

Defined benefit and multiemployer pension plan costs totaled \$67 million in the first quarter of 2010, compared to \$109 million in the first quarter of 2009. The decrease primarily reflects the absence of expenses incurred in the first quarter of 2009 as a result of a voluntary early retirement program (VERP) affecting approximately 500 non-represented employees in the United States. The VERP resulted in settlement, termination and curtailment charges of \$53 million in the first quarter of 2009. The decrease is also the result of a \$10 million pension curtailment charge during the first quarter of 2009 resulting from the sale of a majority of the operating assets of Elgin, Joliet and Eastern Railway Company (EJ&E).

Costs related to defined contribution plans totaled \$2 million in the first quarter of 2010, compared to \$17 million in last year's first quarter which included \$13 million for VERP related benefits under these plans.

Other benefits costs, including multiemployer plans, totaled \$38 million in the first quarter of 2010, compared to \$55 million in the first quarter of 2009. The decrease was primarily due to the absence of \$11 million of termination charges which were recorded in the first quarter of 2009 related to the VERP.

Nonretirement postemployment benefits

U. S. Steel incurred costs of \$112 million in the first quarter of 2009 related to the recognition of current and estimated future layoff benefits associated with the temporary idling of certain facilities and reduced production at others. U. S. Steel recorded a credit of less than \$5 million in the three months ended March 31, 2010 related to favorable adjustments to these benefits as a result of facility restarts.

Selling, general and administrative expenses

Selling, general and administrative (SG&A) expenses were \$148 million in the first quarter of 2010, compared to \$143 million in the first quarter of 2009. Pension and other benefits costs included in SG&A increased by \$8 million in the first quarter of 2010 as compared to the first quarter of 2009.

[Table of Contents](#)

(Loss) income from operations by segment for the first quarters of 2010 and 2009 is set forth in the following table:

(Dollars in millions)	Quarter Ended March 31,		% Change
	2010	2009	
Flat-rolled	(80)	\$ (422)	81%
USSE	12	(159)	108%
Tubular	45	127	-65%
Total loss from reportable segments	(23)	(454)	95%
Other Businesses	10	(3)	433%
Segment loss from operations	(13)	(457)	97%
Retiree benefit expenses	(44)	(32)	-38%
Other items not allocated to segments:			
Net gain on sale of assets	-	97	
Workforce reduction charges	-	(86)	
Total loss from operations	\$ (57)	\$ (478)	88%

Segment results for Flat-rolled

	Quarter Ended March 31,		% Change
	2010	2009	
Loss from operations (\$ millions)	\$ (80)	\$ (422)	
Raw steel production (mnt)	4,383	2,279	92%
Capability utilization	73%	38%	92%
Steel shipments (mnt)	3,572	2,123	68%
Average realized steel price per ton	\$ 654	\$ 715	-9%

The significant improvement in Flat-rolled results in the first quarter of 2010 as compared to the same period in 2009 resulted mainly from significant increases in operating rates from 38% to 73% raw steel capability utilization, decreased spending and the related operating efficiencies (approximately \$220 million), the absence of layoff benefit and natural gas purchase contract mark-to-market charges recorded in the first quarter of 2009 as a result of plant idlings (approximately \$140 million), reduced energy costs (approximately \$60 million), the absence of lower cost or market related inventory charges recorded in the first quarter of 2009 (approximately \$20 million), higher income from equity investments (approximately \$10 million) and higher income from increased steel substrate sales to our Tubular segment (approximately \$20 million). These were partially offset by net unfavorable changes in commercial effects (approximately \$90 million) and higher raw material costs (approximately \$40 million).

Segment results for USSE

	Quarter Ended March 31,		% Change
	2010	2009	
Income (loss) from operations (\$ millions)	\$ 12	\$(159)	
Raw steel production (mnt)	1,588	999	59%
Capability utilization	87%	55%	59%
Steel shipments (mnt)	1,522	897	70%
Average realized steel price per ton	\$ 614	\$ 672	-9%

Table of Contents

The improvement in USSE results in the first quarter of 2010 as compared to the same period in 2009 was primarily due to lower raw material costs (approximately \$170 million), the absence of lower of cost or market related inventory charges recorded in the first quarter of 2009 (approximately \$40 million), reduced energy costs (approximately \$30 million), favorable changes in foreign currency translation effects (\$20 million) and increased operating efficiencies (\$20 million). These were partially offset by net unfavorable changes in commercial effects (approximately \$120 million).

Segment results for Tubular

	Quarter Ended March 31,		% Change
	2010	2009	
Income from operations (\$ millions)	\$ 45	\$ 127	-65%
Steel shipments (mnt)	310	207	50%
Average realized steel price per ton	\$1,389	\$2,353	-41%

The decrease in Tubular results in the first quarter of 2010 as compared to the same period in 2009 resulted mainly from net unfavorable changes in commercial effects (approximately \$150 million) partially offset by decreased spending and increased operating efficiencies (approximately \$40 million), the absence of layoff benefit charges recorded in the first quarter of 2009 (\$20 million) and lower costs of substrate steel purchases (approximately \$10 million).

Results for Other Businesses

Other Businesses generated income of \$10 million in the first quarter of 2010, compared to a loss of \$3 million in the first quarter of 2009. The increase resulted primarily from increased results at our transportation businesses in line with the general economic recovery.

Items not allocated to segments

The increase in **retiree benefit expenses** for the first quarter of 2010 compared to the first quarter of 2009 primarily resulted from reduced expected returns on lower market related values of pension plan assets and higher amortization of unrecognized losses both of which relate to pension plan asset losses experienced in 2008.

We recorded a \$97 million pre-tax **net gain on sale of assets** in the first quarter of 2009 as a result of the sale of a majority of the operating assets of EJ&E. The net gain included a pension curtailment charge of approximately \$10 million.

Workforce reduction charges of \$86 million in the first quarter of 2009 reflected employee severance and net benefit charges related to a VERP offered to certain non-represented employees in the United States.

Net interest and other financial costs

(Dollars in millions)	Quarter Ended March 31,		% Change
	2010	2009	
Interest and other financial costs	\$ 48	\$ 39	23%
Interest income	(3)	(2)	50%
Foreign currency losses	63	34	85%
Total net interest and other financial costs	\$ 108	\$ 71	52%

Table of Contents

The unfavorable change in net interest and other financial costs in the first quarter of 2010 compared to the same period last year was mainly due to increased foreign currency losses, most of which relates to accounting remeasurement effects on a U.S. dollar-denominated intercompany loan (the Intercompany Loan) from a U.S. subsidiary to a European subsidiary that had an outstanding balance of \$1.2 billion at March 31, 2010, and related euro-U.S. dollar derivatives activity, which we use to mitigate our foreign currency exchange rate exposure. For additional information on U. S. Steel's foreign currency exchange activity, see Note 12 to the Financial Statements and "Item 3. Quantitative and Qualitative Disclosures about Market Risk – Foreign Currency Exchange Rate Risk."

The **income tax benefit** in the first quarter of 2010 was \$7 million, compared to \$110 million in the first quarter of 2009. The first quarter of 2010 effective tax benefit rate of four percent is lower than the statutory rate largely because losses in Canada and Serbia, which are jurisdictions where we have recorded full valuation allowances on deferred tax assets, do not generate a tax benefit for accounting purposes. Also included in the first quarter 2010 tax benefit is a net tax benefit of approximately \$30 million resulting from the conclusion of certain tax return examinations and the remeasurement of existing tax reserves, offset by a tax charge of approximately \$27 million as a result of the U.S. health care legislation enacted in the first quarter.

The first quarter of 2009 effective tax benefit rate of 20 percent was lower than the statutory rate because losses in the jurisdictions noted above do not generate a tax benefit for accounting purposes. Additionally, the first quarter of 2009 tax benefit included \$35 million of tax expense related to the net gain on the sale of EJ&E.

The first quarter 2010 tax benefit is based on an estimated annual effective rate, which requires management to make its best estimate of annual forecasted pretax income or loss for the year. 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, plant operating performance and cost estimates. To the extent that actual pretax results for U.S. and foreign income or loss in 2010 vary from forecast estimates applied at the end of the most recent interim period, the actual tax provision or benefit recognized in 2010 could be materially different from the forecasted amount as of the end of the first quarter.

At March 31, 2010, the net domestic deferred tax asset was \$680 million compared to \$731 million at December 31, 2009. A substantial amount of U. S. Steel's domestic deferred tax asset relates to employee benefits that will become deductible for tax purposes over an extended period of time as cash contributions are made to employee benefit plans and payments are made to retirees. As a result of our cumulative historical earnings, we continue to believe it is more likely than not that the net domestic deferred tax asset will be realized.

At March 31, 2010, the net foreign deferred tax asset was \$99 million, net of established valuation allowances of \$635 million. At December 31, 2009, the net foreign deferred tax asset recorded was \$103 million, net of established valuation allowances of \$575 million. Net foreign deferred tax assets will fluctuate as the value of the U.S. dollar changes with respect to the euro, the Canadian dollar and the Serbian dinar. A full valuation allowance is recorded for both the Canadian and Serbian deferred tax assets due to the absence of positive evidence to support the realizability of the deferred tax assets. If U. S. Steel Canada Inc. (USSC) and U. S. Steel Serbia (USSS) generate sufficient income, the valuation allowance of \$573 million for Canadian deferred tax assets and \$48 million for Serbian deferred tax assets as of March 31, 2010, would be partially or fully reversed at such time that it is more likely than not that the Company will realize the deferred tax assets. Any reversals of these amounts will result in a decrease to tax expense.

For further information on income taxes see note 9 to the Financial Statements.

[Table of Contents](#)

The **net loss attributable to United States Steel Corporation** was \$157 million in the first quarter of 2010, compared to \$439 million in the first quarter of 2009. The improvement primarily reflects the factors discussed above.

BALANCE SHEET

Receivables increased by \$395 million from year-end 2009 as first quarter 2010 shipment volumes increased compared to the fourth quarter of 2009.

Inventories remained consistent with year-end 2009.

Income tax receivable decreased by \$193 million from year-end 2009 primarily due to a \$208 million federal income tax refund received in the first quarter of 2010 as a result of carrying back our 2009 losses to prior years.

Accounts payable increased by \$196 million from year-end 2009 primarily due to increased production levels compared to the fourth quarter of 2009.

Payroll and benefits payable decreased by \$143 million from year end 2009 mainly due to U. S. Steel's \$140 million voluntary pension contribution to our main defined benefit pension plan.

CASH FLOW

Net cash used in operating activities was \$59 million for the first quarter of 2010, compared to net cash provided by operating activities of \$309 million in the same period last year, reflecting changes in working capital for the respective periods as we significantly reduced working capital in the first quarter of 2009 in line with business conditions at the time, partially offset by improved operating results in the first quarter of 2010. Additionally, we made a \$140 million voluntary pension contribution to our main defined benefit pension plan in the first quarter of 2010 and we received a \$208 million U.S. federal tax refund, both as discussed above.

Capital expenditures in the first quarter of 2010 were \$125 million, compared with \$118 million in the same period in 2009. Flat-rolled expenditures were \$80 million and included spending for development of an enterprise resource planning (ERP) system, blast furnace infrastructure projects, large mobile equipment purchases for iron ore operations and various other infrastructure, environmental and strategic projects. USSE expenditures of \$44 million were mainly for environmental projects and a coke oven gas desulphurization cost reduction project at U. S. Steel Košice (USSK).

Capital expenditures – variable interest entities for 2009 reflects spending for the construction of a non-recovery coke plant by Gateway Energy & Coke Company, LLC (Gateway), which will supply Granite City Works. This spending was consolidated in our financial results but was funded by Gateway and, therefore, was completely offset by distributions from noncontrolling interests in financing activities. The plant began operations in the fourth quarter of 2009. As of January 1, 2010, Gateway was deconsolidated from our financial statements on a prospective basis as a result of the adoption of updates to Accounting Standards Codification (ASC) Topic 810 related to improvements to financial reporting by enterprises involved with variable interest entities.

U. S. Steel's domestic contract commitments to acquire property, plant and equipment at March 31, 2010, totaled \$197 million.

Capital expenditures for 2010 are now expected to total approximately \$560 million. While 2010 spending will remain focused largely on environmental and other infrastructure projects, we are also pursuing a number of projects of long-term strategic importance. In support of our long-term coke and coke substitute requirements, we have restarted engineering and construction of a technologically and environmentally advanced battery, at the Clairton Plant of Mon Valley Works in Pennsylvania; applied for permits and started engineering on up to 1 million tons per year of carbon alloy facilities, which

Table of Contents

utilize an environmentally friendly, energy efficient and flexible production technology, at Gary Works in Indiana; and applied for permits and started engineering on blast furnace coal injection facilities in Serbia. In order to better utilize our hot metal capacity over a range of market conditions, we also plan to install a pig iron machine at Gary Works. To allow us to increase our participation in the automotive market as vehicle emission and safety requirements become more stringent, PRO-TEC Coating Company, our joint venture in Ohio with Kobe Steel, Ltd., is applying for permits and has begun engineering work on a new automotive continuous annealing line. And in order to more efficiently serve our tubular product customers' increased focus on North American shale resources, we have applied for permits and started engineering work on new heat treat and finishing facilities at our Lorain Tubular Operations in Ohio. The majority of the capital spending for these projects will be incurred over a number of years starting in the second half of 2010, subject in all cases to full project authorization.

The preceding statement concerning expected capital expenditures is a forward-looking statement. This forward-looking statement is based on assumptions, which can be affected by (among other things) levels of cash flow from operations, general economic conditions, business conditions, finalization of engineering work and project cost estimates, availability of capital, ability to secure long-term funding, whether or not assets are purchased or financed by operating leases, receipt of necessary permits and unforeseen hazards such as contractor performance, material shortages, weather conditions, explosions or fires, which could delay the timing of completion of particular capital projects. Accordingly, actual results may differ materially from current expectations in the forward-looking statement.

Disposal of assets in the first quarter of 2010 primarily reflects cash proceeds of approximately \$60 million from the sale of U. S. Steel's 44.6 percent interest in the Wabush Mines Joint Venture. Disposal of assets in the first quarter of 2009 reflected cash proceeds of approximately \$300 million from the sale of a majority of the operating assets of EJ&E.

Dividends paid in the first quarter of 2010 were \$7 million, compared with \$35 million in the same period in 2009. Payments in the first quarter of 2010 reflected a quarterly dividend rate of five cents per common share as compared to payments of 30 cents per common share in the first quarter of 2009.

Issuance of long-term debt, net of financing costs in the first quarter of 2010 reflects the issuance of \$600 million of 7.375% Senior Notes due 2020. U. S. Steel received net proceeds of \$582 million after related discounts and other fees.

Revolving credit facilities – repayments in the first quarter of 2010 reflects USSK's repayment of the outstanding borrowings under its €200 million revolving unsecured credit facility.

LIQUIDITY AND CAPITAL RESOURCES

The following table summarizes U. S. Steel's liquidity as of March 31, 2010:

(Dollars in millions)

Cash and cash equivalents	\$ 1,386
Amount available under \$750 Million Credit Facility ^(a)	638
Amount available under Receivables Purchase Agreement	500
Amount available under USSK credit facilities	355
Amount available under USSS credit facilities	65
Total estimated liquidity	\$ 2,944

^(a) As of March 31, 2010, there were no amounts drawn on the Amended Credit Agreement and inventory levels supported the full \$750 million capacity of the facility. Since availability under the Amended Credit Agreement was greater than \$112.5 million, compliance with the fixed charge coverage ratio was not applicable. However, based on the most recent four quarters, as of March 31, 2010, we would not meet the fixed charge coverage ratio. Therefore, we reduced the availability in the above table to \$637.5 million.

Table of Contents

On March 16, 2010, U. S. Steel issued \$600 million of 7.375% Senior Notes due 2020 (2020 Senior Notes). U. S. Steel received net proceeds of \$582 million which will be used for general corporate purposes. The 2020 Senior Notes contain covenants restricting our ability to create liens and engage in sale-leasebacks and requiring the purchase of the 2020 Senior Notes upon a change of control under specified circumstances, as well as other customary provisions. As of March 31, 2010, the principal amount outstanding under the 2020 Senior Notes was \$600 million, less unamortized discounts.

On June 12, 2009, U. S. Steel entered into an amendment and restatement of its \$750 million Credit Agreement dated May 11, 2007 (Amended Credit Agreement) with a group of lenders and JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent (Agent). U. S. Steel simultaneously entered into a security agreement with the Agent (Security Agreement) providing for a security interest in the majority of its domestic inventory.

The Amended Credit Agreement established a borrowing base formula, which limits the amounts U. S. Steel can borrow to a certain percent of the value of certain domestic inventory less specified reserves, and eliminates the previous financial covenants that consisted of interest and leverage coverage ratios. The Amended Credit Agreement contains a new financial covenant requiring U. S. Steel to maintain a fixed charge coverage ratio (defined as consolidated EBITDA less certain capital expenditures and cash income tax expense to certain fixed charges) of at least 1.10 to 1.00 for the most recent four consecutive quarters when availability under the Amended Credit Agreement is less than the greater of 15 percent of the total aggregate commitments and \$112.5 million. The Amended Credit Agreement includes revised pricing and other customary terms and conditions, and will expire on May 11, 2012.

U. S. Steel has a Receivables Purchase Agreement (RPA) that provides up to \$500 million of liquidity and letters of credit depending upon the number of eligible domestic receivables generated by U. S. Steel. The commitments under the RPA expire in September 2010. Domestic trade accounts receivables are sold, on a daily basis, without recourse, to U. S. Steel Receivables, LLC (USSR), a consolidated wholly owned special purpose entity. If U. S. Steel decides to access this facility, USSR then sells an undivided interest in these receivables to certain conduits. The conduits issue commercial paper to finance the purchase of their interest in the receivables and if any of them are unable to fund such purchases, two banks are committed to do so. U. S. Steel has agreed to continue servicing the sold receivables at market rates. Because U. S. Steel receives adequate compensation for these services, no servicing asset or liability has been recorded.

The RPA may be terminated on the occurrence and failure to cure certain events, including, among others, failure by U. S. Steel to make payments under our material debt obligations and any failure to maintain certain ratios related to the collectability of the receivables. As of March 31, 2010, U. S. Steel had \$500 million of eligible receivables, none of which were transferred.

At March 31, 2010, USSK had no borrowings against its €40 million, €20 million and €10 million unsecured credit facilities (which approximated \$94 million) but had \$7 million of customs and other guarantees outstanding, reducing availability under these facilities to \$87 million.

In March 2010, USSK repaid the outstanding borrowings under its €200 million (\$270 million) revolving unsecured credit facility and had no borrowings against this facility at March 31, 2010.

USSK is the sole obligor on these facilities and they bear interest at the applicable inter-bank offer rate plus a margin and contain other customary terms and conditions. The €10 million facility expires January 2011, the €200 million facility expires July 2011, the €40 million facility expires October 2012 and the €20 million facility expires December 2012.

Table of Contents

During 2009, USSS amended its secured credit facility agreements to limit availability to the value of its inventory of finished and semi-finished goods. These facilities include an 800 million Serbian dinar overdraft facility and a €40 million revolving credit facility (together approximately \$65 million at March 31, 2010). USSS is the sole obligor on these facilities and they bear interest at the applicable inter-bank offer rate plus a margin and contain other customary terms and conditions. The facilities expire August 2010. At March 31, 2010, there were no borrowings against these facilities and availability was approximately \$65 million.

We use surety bonds, trusts and 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, 2010.

In the event of a bankruptcy of Marathon Oil Corporation, obligations of \$352 million relating to Environmental Revenue Bonds and two capital leases, as well as \$24 million relating to an operating lease, may be declared immediately due and payable.

The guarantees of the indebtedness of unconsolidated entities of U. S. Steel totaled \$11 million at March 31, 2010. In the event that any default related to the guaranteed indebtedness occurs, U. S. Steel has access to its interest in the assets of the investee to reduce its potential losses under the guarantee.

Our major cash requirements in 2010 are expected to be for capital expenditures, employee benefits and working capital requirements. We finished the first quarter of 2010 with \$1.4 billion of available cash and \$2.9 billion of total liquidity. As business conditions recover, our working capital requirements will likely increase and we may need to draw upon our credit facilities. U. S. Steel management believes that U. S. Steel's liquidity will be adequate to satisfy our obligations for the foreseeable future, including obligations to complete currently authorized capital spending programs. Future requirements for U. S. Steel's business needs, including the funding of acquisitions and capital expenditures, scheduled debt maturities, contributions to employee benefit plans, payments of retiree benefits and any amounts that may ultimately be paid in connection with contingencies, are expected to be financed by a combination of internally generated funds (including asset sales), proceeds from the sale of stock, borrowings, refinancings and other external financing sources.

Our opinion regarding liquidity is a forward-looking statement based upon currently available information. To the extent that operating cash flow is materially lower than recent levels or external financing sources are not available on terms competitive with those currently available, future liquidity may be adversely affected.

Debt and Senior Convertible Notes Ratings

On March 16, 2010, Moody's Investors Service improved its ratings assigned to our senior unsecured debt from Ba3 to Ba2.

The following table shows our ratings as of March 31, 2010:

Ratings Agency	March 31, 2010
Standard & Poor's Ratings Services	BB
Moody's Investors Service	Ba2
Fitch Ratings	BB+

[Table of Contents](#)

Off-balance Sheet Arrangements

U. S. Steel did not enter into any material new off-balance sheet arrangements during the first quarter of 2010.

Environmental Matters, Litigation and Contingencies

U. S. Steel has incurred and will continue to incur substantial capital, operating and maintenance, and remediation expenditures as a result of environmental laws and regulations. In recent years, these expenditures have been mainly for process changes in order to meet Clean Air Act obligations and similar obligations in Europe and Canada, although ongoing compliance costs have also been significant. To the extent that these expenditures, as with all costs, are not ultimately reflected in the prices of our products and services, operating results will be reduced. U. S. Steel believes that our major North American, and many European, integrated steel competitors are confronted by substantially similar conditions and thus does not believe that our relative position with regard to such competitors is materially affected by the impact of environmental laws and regulations. However, the costs and operating restrictions necessary for compliance with environmental laws and regulations may have an adverse effect on our competitive position with regard to domestic mini-mills, some foreign steel producers (particularly in developing economies such as China) and producers of materials which compete with steel, all of which may not be required to incur equivalent costs in their operations. In addition, the specific impact on each competitor may vary depending on a number of factors, including the age and location of its operating facilities and its production methods. U. S. Steel is also responsible for remediation costs related to our prior disposal of environmentally sensitive materials. Many of our competitors do not have similar historical liabilities.

Our U.S. facilities are subject to the U.S. environmental standards, including the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation and Liability Act, as well as state and local laws and regulations.

USSC is subject to the environmental laws of Canada, which are comparable to environmental standards in the United States. Environmental regulation in Canada is an area of shared responsibility between the federal government and the provincial governments, which in turn delegate certain matters to municipal governments. Federal environmental statutes include the federal Canadian Environmental Protection Act, 1999 and the Fisheries Act. Various provincial statutes regulate environmental matters such as the release and remediation of hazardous substances; waste storage, treatment and disposal; and air emissions. As in the United States, Canadian environmental laws (federal, provincial and local) are undergoing revision and becoming more stringent.

USSK is subject to the environmental laws of Slovakia and the European Union (EU). A related law of the EU known as Regulation No. 1907/2006 concerning Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) requires the registration of certain substances that are produced in the EU or imported into the EU. USSK is currently compliant with REACH and intends to register its substances by the applicable deadlines to remain in compliance. USSK currently expects to be able to continue its businesses under REACH without material change. USSK is also preparing for notifications required by the EU's CLP Regulation, a classification and labeling law.

USSS is subject to the environmental laws of Serbia. Under the terms of the acquisition in 2003, USSS is responsible for only those costs and liabilities associated with environmental events occurring subsequent to the completion of an environmental baseline study in June 2004, which was submitted to the Government of Serbia.

Greenhouse Gas Emissions Regulation

The current and potential regulation of Greenhouse Gas emissions remains a significant issue for the steel industry, particularly for integrated steel producers such as U. S. Steel. The regulation of carbon dioxide (CO₂) emissions has either become law or is being considered by legislative bodies of many nations, including countries where we have operating facilities. The EU has established greenhouse gas regulations while in Canada, a regulatory framework for greenhouse gas emissions has been published, details of which are discussed below. International negotiations to supplement and eventually replace the 1997 Kyoto Protocol are ongoing. In the United States, the House of Representatives passed the American Clean Energy and Security Act (also known as the Waxman-Markey Bill) on June 26, 2009. Similar legislation was considered by the Senate in the form of a bill proposed by Senators Boxer and Kerry (Boxer-Kerry Bill) on September 30, 2009. Both bills would establish a national cap-and-trade program (to be phased-in beginning in 2012) and require entities emitting greenhouse gases (or in some instances the producers of fuels that would result in such emissions) to submit allowances annually to account for each ton of carbon dioxide equivalent (CO₂e) emitted from regulated sources. Several Senators have announced their plan to introduce substitute legislation but they have not disclosed the terms of such substitute legislation. If greenhouse gas cap-and-trade legislation is passed by both houses of Congress and becomes law, it could have far ranging economic and operational consequences for U. S. Steel. It is impossible to estimate the timing or impact of these or other future government action on U. S. Steel, although it could be significant. Such impacts may include substantial capital expenditures, costs for emission allowances, restriction of production, and higher prices for coking coal and other carbon based energy sources.

The United States Environmental Protection Agency (EPA) has classified CO₂ as a harmful gas. Under this premise, it has implemented a new greenhouse gas emission inventory and reporting requirement for all facilities emitting 25,000 metric tons or more per year of CO₂e greenhouse gases. The regulation requires facilities to collect information on CO₂e and report emissions to the EPA starting in January 2011, covering the 2010 calendar year. Most U. S. Steel facilities will be required to comply with the new reporting requirements. Since it was first proposed by the EPA, U. S. Steel has implemented monitoring plans for meeting this requirement, and is evaluating the cost of compliance.

The EPA has also proposed new permitting requirements for facilities emitting 25,000 metric tons or more per year of CO₂ based on requirements of the CAA. This proposal will be subject to public comment before being finalized. The EPA has delayed implementing greenhouse gas permitting regulations until 2011. Evaluating the cost of compliance with this proposed regulation is not possible until the EPA has addressed all public comments and decided on an implementation schedule.

To comply with the 1997 Kyoto Protocol to the United Nations Framework Convention on Climate Change, the European Commission (EC) has created an Emissions Trading System (ETS). Under the ETS, the EC establishes CO₂ emissions limits for every EU member state and approves grants of CO₂ 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 CO₂ they emit in their operations.

In July 2008, following approval by the EC of Slovakia's national allocation plan for the second trading period covering 2008 through 2012 (Phase II), Slovakia granted USSK more CO₂ allowances per year than USSK received each year in the 2005 to 2007 trading period. Based on actual carbon emissions to date, we believe that USSK will have sufficient allowances for the Phase II period without purchasing additional allowances. During the first quarter of 2010, USSK entered into transactions to sell and swap a portion of our emissions allowances and recognized approximately \$6 million of gains related to these transactions. In June 2009, a revision of the EU Directive establishing emission trading scheme

Table of Contents

was published that foresees a fundamental change for the third trading period covering 2013 through 2020 (Phase III). From the available published information it appears that the new regime would be more stringent and cost intensive. It is currently expected that the final set of rules will be adopted by the end of 2010.

On April 26, 2007, Canada's federal government announced an Action Plan to Reduce Greenhouse Gases and Air Pollution (the Plan). The Plan would set mandatory reduction targets on all major greenhouse gas producing industries to achieve an absolute reduction of 150 megatonnes in greenhouse gas emissions from 2006 levels by 2020. On March 10, 2008, Canada's federal government published details of its Regulatory Framework for Industrial Greenhouse Gas Emissions (the Framework). The Plan and the Framework provide that facilities existing in 2004 will be required to cut their greenhouse gas emissions intensity by 18 percent below their 2006 baseline by 2010, with a further two percent reduction in each following year. The Framework provided that newer and future facilities would be subject to phased in two percent annual emissions intensity reduction obligations and clean fuel standards. Companies will be able to choose the most cost-effective way to meet their targets from a range of options which include carbon trading, offsets and credit for early action (between 1992 and 2006). The Framework effectively exempts fixed process emissions of CO₂, which could exclude certain iron and steel producing CO₂ emissions from mandatory reductions. More recently, the federal government has indicated that while it remains committed to reducing Canada's total greenhouse gas emissions by 17 percent from 2005 levels by 2020, it is taking the opportunity to fine-tune its approach to tackling climate change. At this point, it is unclear when Canadian federal regulations on greenhouse gas emissions will be developed and whether they will reflect aspects of the approach set out in the Plan and the Framework. More recently, the federal government has indicated that it is working in collaboration with the provinces towards the development of a cap-and-trade system that will ultimately be aligned with the emerging cap-and-trade program in the United States. On June 12, 2009, Canada's federal government released for comment two draft guides related to the establishment of an Offset System in Canada. These draft documents propose rules and provide guidance on the requirements and processes to create offset credits and the requirements and processes to verify the eligible greenhouse gas reductions achieved from an offset project. Canada's federal government has stated that, once in place, the Offset System will compliment the proposed cap-and-trade system and help in generating greenhouse gas emissions reductions across the country.

In December 2007, the Ontario government announced its own Action Plan on Climate Change (the Ontario Action Plan). The Ontario Action Plan targets reductions in Ontario greenhouse gas emissions of six percent below 1990 levels by 2014, 15 percent below 1990 levels by 2020 and 80 percent below 1990 levels by 2050. In December 2008, Ontario launched a consultation process towards the development of a cap-and-trade system to be implemented as early as 2010. In May 2009, the Ontario government released a discussion paper, "Moving Forward: A Greenhouse Gas Cap-and-Trade System for Ontario" which (i) helps clarify the cap-and-trade approach being considered in Ontario and the different options for elements of the approach and (ii) seeks stakeholder input on various elements of the proposed cap-and-trade system. Comments were accepted until July 26, 2009. The Ontario government recently amended the Environmental Protection Act in order to provide the regulatory authority to set-up a greenhouse gas cap-and-trade system. Such a system has not yet been developed. The Ontario government also passed a Greenhouse Gas Emissions Reporting Regulation (the Regulation) on December 1, 2009. The Regulation is intended to provide the foundation for Ontario to implement a cap-and-trade program for greenhouse gases. The Regulation requires facilities that emit more than 25,000 tons of CO₂e or more per year to annually report their emissions, starting with 2010 emissions. The Ontario government has indicated that it plans to develop a cap-and-trade system that aligns with other systems being developed in North America, including in the United States.

[Table of Contents](#)

Environmental Remediation

In the United States, U. S. Steel has been notified that we are a potentially responsible party (PRP) at 21 sites under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as of March 31, 2010. In addition, there are 9 sites related to U. S. Steel where we have received information requests or other indications that we may be a PRP under CERCLA but where sufficient information is not presently available to confirm the existence of liability or make any judgment as to the amount thereof. There are also 44 additional sites related to U. S. Steel where remediation is being sought under other environmental statutes, both federal and state, or where private parties are seeking remediation through discussions or litigation. At many of these sites, U. S. Steel is one of a number of parties involved and the total cost of remediation, as well as U. S. Steel's share thereof, is frequently dependent upon the outcome of investigations and remedial studies. U. S. Steel accrues for environmental remediation activities when the responsibility to remediate is probable and the amount of associated costs is reasonably determinable. As environmental remediation matters proceed toward ultimate resolution or as additional remediation obligations arise, charges in excess of those previously accrued may be required. See Note 19 to the Financial Statements.

For discussion of relevant environmental items, see "Part II. Other Information – Item 1. Legal Proceedings – Environmental Proceedings."

During the first quarter of 2010, U. S. Steel recorded a net increase of \$1 million to our accruals for environmental matters for U.S. and international facilities. The total accrual for such liabilities at March 31, 2010 was \$202 million. These amounts exclude liabilities related to asset retirement obligations under the guidance in Accounting Standards Codification (ASC) 410-20. See Note 14 to the Financial Statements.

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

OUTLOOK

We anticipate being profitable in all three of our operating segments in the second quarter of 2010 as gradually improving business conditions should be reflected in our operating results, most notably for our Flat-rolled segment. We continue to experience healthy order rates from most of our end markets, resulting in increased production levels. In North America, reported inventories in key end markets, such as automotive and service centers, remain below historical averages, as do flat-rolled product imports. In Europe, imports have also remained below historical averages and reported inventories remain low across our end markets. Our Tubular segment is also benefitting from both increased order rates, particularly for small diameter alloy oil country tubular goods (OCTG), and a continuing steady decline of reported U.S. OCTG inventory levels from the record highs of early 2009. In summary, we remain cautiously optimistic in our outlook for end user demand for all three of our operating segments in line with a gradual and continuing economic recovery.

Second quarter 2010 Flat-rolled results are expected to improve as compared to the first quarter of 2010. The benefits of increases in average realized prices, higher trade and intersegment shipments and lower energy costs are expected to be only partially offset by higher raw material costs (mainly scrap and coke) and increased facility repair and maintenance costs including facility restart costs at

Table of Contents

Lake Erie Works. Average realized prices are expected to benefit from increases in both spot and index-based contract prices, which now reflect higher published market price assessments. We expect to complete the restart process at Lake Erie Works late in the second quarter. Our remaining steelmaking facilities are expected to operate for the entire quarter.

We expect second quarter 2010 results for USSE to improve as compared to the first quarter of 2010 primarily due to the benefits of increases in euro-based transaction prices, partially offset by increases in raw material costs. Shipments are expected to be comparable to first quarter levels. We expect to operate at slightly higher overall utilization rates as compared to the first quarter reflecting increased raw steel production at USSK; however, USSE's raw steel availability will be limited due to operational issues with one of two blast furnaces in Serbia. We currently expect the #2 Blast Furnace at U. S. Steel Serbia to return to full production before the end of the second quarter.

Second quarter 2010 results for Tubular are expected to improve from the first quarter of 2010. The benefits of expected increases in average realized prices and higher shipments are expected to be only partially offset by increased costs for steel substrate. Operating rates are expected to continue increasing throughout the quarter in line with demand trends.

INTERNATIONAL TRADE

On April 3, 2008, U. S. Steel, along with Maverick Tube Corporation, Tex-Tube Company and the United Steelworkers (USW) filed anti-dumping and countervailing duty petitions for welded line pipe up to and including 16 inches against China and anti-dumping petitions against Korea. Korea was dropped from the case. On December 22, 2008, the U.S. International Trade Commission (ITC) ruled affirmatively that the U.S. industry is materially injured or threatened with material injury by reason of subsidized imports of welded line pipe from China. The countervailing duty rates currently range from 33.43 percent to 40.05 percent. On April 23, 2009, the ITC ruled affirmatively that the U.S. industry is materially injured or is threatened with material injury by reason of dumped imports of welded line pipe from China. The anti-dumping duty rates currently range from 73.87 percent to 101.10 percent.

On April 8, 2009, U. S. Steel, Maverick Tube Corporation, TMK Ipsco, V&M Star L.P., Evraz S.A., Rocky Mountain Steel, Inc., Wheatland Tube Company and the USW filed anti-dumping and countervailing duty (subsidy) petitions regarding certain oil country tubular goods (OCTG) from China. The petitions were filed in response to an unprecedented surge of imports from China, increasing from 900 thousand net tons in 2007 to nearly 2.3 million net tons in 2008. On May 22, 2009, the ITC determined unanimously that there is a reasonable indication that the U.S. industry is threatened with material injury by reason of imports of OCTG from China that are allegedly sold at less than fair value and subsidized by the government of China. On November 5, 2009, the Department of Commerce (DOC) announced preliminary anti-dumping duties ranging from 0 to 99.1 percent. On November 24, 2009, the DOC announced final countervailing duties ranging from 10.3 to 15.7 percent. On December 1, 2009, the ITC held a final hearing as to whether the U.S. industry is materially injured or threatened with material injury by reason of subsidized and dumped imports of OCTG from China. On December 30, 2009, the ITC voted unanimously in the affirmative on injury due to subsidized imports. On April 9, 2010, the DOC announced final anti-dumping duties ranging from 29.94 percent to 99.14 percent. The ITC vote on injury by reason of dumped imports is expected to take place in the second quarter of 2010.

On September 16, 2009, U. S. Steel and V&M Star filed anti-dumping and countervailing duty petitions regarding certain seamless carbon and alloy steel standard, line and pressure pipe from China. Subsequently, TMK Ipsco and the USW joined the case as petitioners. The petitions were filed in response to an incredible surge of seamless pipe imports from China. The volume of U.S. imports from China soared from 158,128 net tons in 2006 to 366,091 net tons in 2008. The ITC voted unanimously

[Table of Contents](#)

on October 30, 2009 that there is a reasonable indication that the U.S. industry is threatened with material injury by reason of subsidized and dumped imports of certain seamless pipe from China. On April 22, 2010 the DOC announced preliminary anti-dumping duties of between 32% and 92%. Final determinations will be made later this year.

ACCOUNTING STANDARDS

On January 1, 2010, U. S. Steel adopted updates to Accounting Standards Codification (ASC) Topic 810 related to improvements to financial reporting by enterprises involved with variable interest entities. The updates to ASC Topic 810 include a criterion that requires the primary beneficiary to have the power to direct the activities that most significantly impact the economic performance of the variable interest entity. Due to the addition of this criterion, the adoption resulted in the deconsolidation of Gateway Energy & Coke Company, LLC and Daniel Ross Bridge, LLC from our consolidated financial statements on a prospective basis. The primary impact from the adoption of the updates to ASC 810 was the removal of approximately \$300 million of net assets, comprised mainly of property, plant and equipment, from our consolidated balance sheet. These net assets were entirely offset by noncontrolling interest, which was also removed upon adoption. There was an immaterial impact to our consolidated statement of operations. See note 15 to the financial statements for further details of these entities.

On January 1, 2010, U. S. Steel adopted updates to ASC Topic 860 related to the accounting for transfers of financial assets. As a result of the adoption, any transfers of receivables pursuant to our Receivables Purchase Agreement (RPA) no longer qualify as a "sale" and are now accounted for as secured borrowing transactions. Accordingly, receivable transfers as well as the related borrowings for equal amounts are required to be reflected on the consolidated balance sheet and the proceeds and repurchases related to the securitization program will be included in cash flows from financing activities in the statement of cash flows. U. S. Steel did not have any transactions under the RPA during the first quarter of 2010 or 2009. See note 13 to the financial statements for further details of our accounts receivable facility.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the first quarter of 2010, the outstanding balance of a U.S. dollar-denominated intercompany loan (Intercompany Loan) from a U.S. subsidiary to a European subsidiary was increased in connection with the repayment of outstanding borrowings under USSK's €200 million unsecured credit facility. Volatility in the foreign currency markets could have significant implications for U. S. Steel as a result of foreign currency accounting remeasurement effects, primarily on the Intercompany Loan. As of March 31, 2010, the outstanding balance on the Intercompany Loan was \$1.2 billion. We also utilize euro-U.S. dollar derivatives to mitigate our currency exposure at USSE. For additional information on U. S. Steel's foreign currency exchange activity, see note 12 to the financial statements.

Future foreign currency impacts will depend upon changes in currencies, the extent to which we engage in derivatives transactions and the balance of the Intercompany Loan. The amount and timing of any repayments or borrowings on the Intercompany Loan will depend upon profits and cash flows of our international operations, future international investments and financing activities, all of which will be impacted by market conditions, operating costs, shipments, prices and foreign exchange rates.

There were no other material changes in U. S. Steel's exposure to market risk from December 31, 2009.

[Table of Contents](#)

Item 4. CONTROLS AND PROCEDURES

EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES

U. S. Steel has evaluated the effectiveness of the design and operation of its disclosure controls and procedures as of March 31, 2010. These disclosure controls and procedures are the controls and other procedures that were designed to ensure that information required to be disclosed in reports that are filed with or submitted to the SEC is: (1) accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosures and (2) recorded, processed, summarized and reported within the time periods specified in applicable law and regulations. Based on this evaluation, the Chief Executive Officer and Chief Financial Officer concluded that, as of March 31, 2010, U. S. Steel's disclosure controls and procedures were effective.

CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

There have not been any changes in U. S. Steel's internal control over financial reporting that occurred during the fiscal quarter covered by this quarterly report, which have materially affected, or are reasonably likely to materially affect, U. S. Steel's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

GENERAL LITIGATION

In a series of lawsuits filed in federal court in the Northern District of Illinois beginning September 12, 2008, individual direct or indirect buyers of steel products have asserted that eight steel manufacturers, including U. S. Steel, conspired in violation of antitrust laws to restrict the domestic production of raw steel and thereby to fix, raise, maintain or stabilize the price of steel products in the United States. The cases are filed as class actions and claim treble damages for the period 2005 to present, but do not allege any damage amounts. U. S. Steel is vigorously defending these lawsuits and does not believe that it has any liability regarding these matters.

On July 17, 2009, the Attorney General of Canada initiated a proceeding under Section 40 of Canada's Investment Canada Act by filing an application in the Canadian federal court that seeks to impose a financial penalty on U. S. Steel due to the Company's alleged failure to comply with two of the 31 undertakings made by U. S. Steel to the Minister of Industry in connection with the 2007 acquisition of Stelco. The specific undertakings at issue concern production and employment levels anticipated at U. S. Steel Canada Inc. (USSC) assuming certain business conditions. In response to a previous written demand from the Minister with respect to this matter, the Company provided full disclosure regarding the operations at USSC and the impact that the sudden and severe world-wide economic downturn has had on the global steel sector and all of the Company's North American operations, including operations at USSC. In accordance with the specific language of the undertakings at issue, the unprecedented economic downturn, the effects of which were beyond the control of the Company, expressly excuse any non-attainment of the production and employment levels targeted by the 2007 submission. The Company is vigorously defending the matter and believes that the action is without justification or authority.

ENVIRONMENTAL PROCEEDINGS

Gary Works

On January 26, 1998, pursuant to an action filed by the U.S. Environmental Protection Agency (EPA) in the United States District Court for the Northern District of Indiana titled United States of America v. USX, U. S. Steel entered into a consent decree with EPA which resolved alleged violations of the Clean Water Act National Pollutant Discharge Elimination System (NPDES) permit at Gary Works and provides for a sediment remediation project for a section of the Grand Calumet River that runs through Gary Works. On March 4, 2010, EPA provided written confirmation that the project objectives of the sediment remediation project have been satisfied and, as such, the consent decree shall terminate upon motion by U. S. Steel. As of March 31, 2010, project costs have amounted to \$60 million. The Corrective Action Management Unit (CAMU) which received dredged materials from the Grand Calumet River could be used for containment of approved material from other corrective measures conducted at Gary Works pursuant to an Administrative Order on Consent (1998) for corrective action. CAMU maintenance and wastewater treatment costs are anticipated to be an additional \$771,000 through December 2011. In 1998, U. S. Steel also entered into a consent decree with the public trustees, which resolves liability for natural resource damages on the same section of the Grand Calumet River. U. S. Steel, following the Court's termination of the Clean Water Act consent decree, will pay the public trustees \$1.0 million for ecological monitoring costs. In addition, U. S. Steel is obligated to perform, and has initiated, ecological restoration in this section of the Grand Calumet River. The costs required to complete the ecological restoration work are estimated to be \$813,000. In total, the accrued liability for the above projects based on the estimated remaining costs was approximately \$4 million at March 31, 2010.

Table of Contents

At Gary Works, U. S. Steel has agreed to close three hazardous waste disposal sites: D5, along with an adjacent solid waste disposal unit, Terminal Treatment Plant (TTP) Area; T2; and D2 combined with a portion of the Refuse Area, where a solid waste disposal unit overlaps with the hazardous waste disposal unit. The sites are located on plant property. U. S. Steel has submitted a closure plan to the Indiana Department of Environmental Management (IDEM) for D2 and the known tar areas of the Refuse Area. U. S. Steel has proposed that the remainder of the Refuse Area be addressed as a Solid Waste Management Unit (SWMU) under corrective action. In addition, U. S. Steel has submitted a revised closure plan for T2 and separate closure plans for D5 and the TTP Area. IDEM approved the closure plans for D5 and T2 on October 15, 2009 and December 1, 2009, respectively. Implementation of both plans is expected to begin later in 2010. The related accrued liability for estimated costs to close each of the hazardous waste sites and perform groundwater monitoring prior to closure is \$6 million for D5 and TTP, \$3 million for T2 and \$11 million for D2 including a portion of the Refuse Area, as of March 31, 2010.

On October 23, 1998, EPA issued a final Administrative Order on Consent addressing Corrective Action for SWMUs throughout Gary Works. This order requires U. S. Steel to perform a Resource Conservation and Recovery Act (RCRA) Facility Investigation (RFI), a Corrective Measure Study (CMS) and Corrective Measure Implementation at Gary Works. Reports of field investigation findings for Phase I work plans have been submitted to EPA. Four self-implementing interim measures have been completed. Through March 31, 2010, U. S. Steel had spent \$25.3 million for the studies, work plans, field investigations and self-implementing interim measures. U. S. Steel has submitted a proposal to EPA seeking approval for a perimeter groundwater monitoring plan and is developing a proposal for a corrective measure to address impacted sediments in the West Grand Calumet Lagoon. In addition, U. S. Steel is currently implementing a sampling and analysis plan (SAP) for several SWMUs in the Solid Waste Management Areas east of the Vessel Slip Turning Basin and has submitted a second SAP for a portion of the sediments behind the East Breakwall. U. S. Steel has begun operation of a full scale groundwater treatment system approved by EPA as a Self-Implementing Stabilization Measure to address benzene impacted groundwater east of the vessel slip, and continues to operate a seasonal groundwater treatment system near the coke plant. The costs for the above mentioned activities are estimated to be approximately \$20 million. U. S. Steel has submitted a proposal to EPA seeking approval to implement corrective measures necessary to address soil contamination at Gary Works. U. S. Steel estimates the minimum cost of the corrective measures for soil contamination to be approximately \$4 million. Closure costs for the CAMU are estimated to be an additional \$6 million. Until the remaining Phase I work and Phase II field investigations are completed, it is impossible to assess what additional expenditures will be necessary for Corrective Action projects at Gary Works. In total, the accrued liability for the above projects was approximately \$30 million as of March 31, 2010, based on the estimated remaining costs.

On November 26, 2007, IDEM issued a Notice of Violation (NOV) alleging three pushing violations and one door violation on the No. 2 Battery that were to have occurred on July 11, 2007. On December 20, 2007, IDEM made a verbal penalty demand of \$123,000 to resolve these alleged violations. U. S. Steel provided written responses to the NOVs. Negotiations regarding these NOVs are ongoing.

On October 3, 2007, November 26, 2007, March 2, 2008 and March 18, 2008, IDEM issued NOVs alleging opacity limitation violations from the coke plant and Blast Furnaces Nos. 4 and 8. To date, no penalty demand has been made by IDEM regarding these NOVs. U. S. Steel is currently negotiating resolution of these NOVs with IDEM.

On July 3, 2008, EPA Region V issued a Notice of Violation/Finding of Violation (NOV/FOV) alleging violations resulting from a multi-media inspection conducted in May 2007 and subsequent information collection requests pursuant to Section 114 of the Clean Air Act. These alleged violations include those currently being prosecuted by IDEM that are identified above. Other alleged violations include the

Table of Contents

reline of No. 4 Blast Furnace in 1990 without a New Source Review/Prevention of Significant Deterioration permit, and opacity limit excursions from hot iron transfer cars, slag skimming, slag pits, and the blast furnace casting house. The NOV/FOV also alleges violations relating to hydrochloric acid pickling, blast furnace relief valves and blast furnace flares. While a penalty demand is expected, EPA Region V has not yet made such a demand. Since issuing the NOV/FOV, EPA Region V has issued additional Section 114 information requests to Gary Works. U. S. Steel has responded to the requests and is currently negotiating resolution of the NOV/FOV and other request issues with EPA Region V and IDEM. EPA has indicated that it has referred the matter to the Department of Justice.

On February 18, 2009, U. S. Steel received a letter from IDEM alleging that Gary Works was culpable for an ambient air quality exceedance for PM10 at the IITRI Monitoring Site. U. S. Steel responded to the letter on March 13, 2009. U. S. Steel met with IDEM on April 28, 2009 to resolve the issue. If Gary Works is determined to be culpable, U. S. Steel may be required to install and maintain two additional on-site PM10 monitoring stations per the December 2006 Air Agreed Order. U. S. Steel continues to discuss the matter with IDEM.

On April 13, 2009, Gary Works received an NOV from EPA Region 5 for alleged violations for New Source Review for reline of No. 13/14 during 2004-2005. U. S. Steel continues to meet with IDEM and EPA to negotiate resolution of the NOV. EPA has indicated that it has referred the matter to the Department of Justice.

On August 20, 2009, Gary Works received an NOV and proposed Order alleging that Gary Works violated its NOx Trading Budget Allocations in 2006 ozone season. IDEM originally proposed a penalty of \$87,500. Because Gary Works corrected the error from its own allocations and no excess emissions occurred as a result of the NOx accounting error, IDEM agreed to reduce the penalty to \$35,000. U. S. Steel verbally agreed to the reduced penalty and is currently drafting an Agreed Order with IDEM.

Mon Valley Works

On March 17, 2008, U. S. Steel entered a Consent Order and Agreement (COA) with the Allegheny County Health Department (ACHD) to resolve alleged opacity limitation and pushing and traveling violations from older coke oven batteries at its Clairton Plant and to resolve alleged opacity violations from its Edgar Thomson Plant. The COA required U. S. Steel to pay a civil penalty of \$301,800 to resolve past alleged violations addressed by the COA. U. S. Steel paid the civil penalty on March 25, 2008. The COA requires U. S. Steel to conduct interim repairs on existing batteries and make improvements at the Ladle Metallurgical Facility and Steelmaking Shop at the Edgar Thomson Plant. The COA also requires that Batteries 7, 8 and 9 be shutdown by January 24, 2013 and Batteries 1, 2 and 3 be shutdown by August 11, 2015. Batteries 7 through 9 were shutdown in April 2009. We are repairing existing Batteries 19 and 20 and we continue to evaluate plans to construct new coke batteries at the Clairton Plant. U. S. Steel is also making upgrades at its Edgar Thomson Plant that would reduce emissions.

On September 3, 2009, U. S. Steel's Mon Valley Clairton Plant incurred a catastrophic failure of its Desulfurization Plant. Because of this event, the Clairton, Edgar Thomson, and Irvin plants have exceeded their sulfur limit for air emissions when burning coke oven gas. The Desulfurization Plant was inoperable from September 3, 2009 through early January 2010. On March 25, 2010, the ACHD issued an NOV and a Settlement Offer for the Statement of Violation for the Clairton plant for the last three quarters of 2009, which included alleged violations attributable to the outage of the Desulfurization Plant. The settlement included a penalty offer of \$61,725, which does not include opacity violations that are subject to stipulated penalties pursuant to existing consent agreements with ACHD.

Table of Contents

On October 8, 2009, Mon Valley Clairton Plant received an NOV from ACHD alleging that the Clairton Plant was culpable for hydrogen sulfide (H2S) Pennsylvania ambient air quality standard exceedances. The NOV requires U. S. Steel to submit a plan with milestones to reduce and minimize fugitive emissions of coke oven gas from the coke producing operations at Clairton including identification of coke oven gas emission sources and method of improved emission prevention and control. While U. S. Steel appealed the NOV on October 16, 2009, U. S. Steel submitted an Action Plan to ACHD that was required by the NOV. U. S. Steel and ACHD have performed H2S modeling and are in the process of evaluating all potential sources of H2S in the area. U. S. Steel and ACHD continue to meet and discuss resolution.

Midwest Plant

A former disposal area located on the east side of the Midwest Plant was designated a SWMU (East Side SWMU) by IDEM before U. S. Steel acquired this plant from National Steel Corporation. After the acquisition, U. S. Steel conducted further investigations of the East Side SWMU. As a result, U. S. Steel has submitted a Closure Plan to IDEM recommending consolidation and “in-place” closure of the East Side SWMU. IDEM approved the Closure Plan in January 2010. Implementation of the Closure Plan is expected to begin later this year. The cost to close the East Side SWMU is expected to be approximately \$4 million and was recorded as an accrued liability as of March 31, 2010.

Fairless Plant

In January 1992, U. S. Steel commenced negotiations with EPA regarding the terms of an Administrative Order on consent, pursuant to RCRA, under which U. S. Steel would perform an RFI and a CMS at our Fairless Plant. A Phase I RFI report was submitted during the third quarter of 1997. A Phase II/III RFI will be submitted following EPA approval of the Phase I report. While the RFI/CMS will determine whether there is a need for, and the scope of, any remedial activities at the Fairless Plant, U. S. Steel continues to maintain interim measures at the Fairless Plant and has completed investigation activities on specific parcels. No remedial activities are contemplated as a result of the investigations of these parcels. The cost to U. S. Steel to continue to maintain the interim measures and develop a Phase II/III RFI Work Plan is estimated to be \$560,000. It is reasonably possible that additional costs of as much as \$25 to \$45 million may be incurred at this site in combination with four other projects. See Note 19 to the Financial Statements “Contingencies and Commitments – Environmental Matters – Remediation Projects – Projects with Ongoing Study and Scope Development.”

Fairfield Works

A consent decree was signed by U. S. Steel, EPA and the U.S. Department of Justice (DOJ) and filed with the United States District Court for the Northern District of Alabama (United States of America v. USX Corporation) on December 11, 1997. In accordance with the consent decree, U. S. Steel paid a civil penalty of \$1 million, completed two supplemental environmental projects at a cost of \$1.75 million and initiated a RCRA corrective action program at the Fairfield Works facility. The Alabama Department of Environmental Management (ADEM) with the approval of EPA assumed primary responsibility for regulation and oversight of the RCRA corrective action program at Fairfield Works. ADEM is currently reviewing the Phase II RFI work plan. The remaining cost to develop and implement the Phase II RFI work plan is estimated to be \$786,000. U. S. Steel has completed the investigation and remediation of Lower Opossum Creek under a joint agreement with Beazer, Inc., whereby U. S. Steel has agreed to pay 30 percent of the costs. U. S. Steel's remaining share of the costs for sediment remediation is \$210,000. In 2006, U. S. Steel completed the remediation of Upper Opossum Creek at a cost of \$2.95 million, with a remaining contingency of \$18,000. In January 1999, ADEM included the former Ensley facility site in Fairfield Corrective Action. In 2007, U. S. Steel completed the remediation of approximately two acres of land at the former Ensley coke plant. As of March 31, 2010,

Table of Contents

costs to complete the remediation of this area have amounted to \$1.3 million. An additional \$49,000 remains accrued for project contingencies at Ensley with an additional \$65,000 accrued for an environmental assessment of contiguous properties. In total, the accrued liability for the projects described above was approximately \$1 million as of March 31, 2010, based on estimated remaining costs. It is reasonably possible that additional costs of as much as \$25 to \$45 million may be incurred at this site in combination with four other projects. See Note 19 to the Financial Statements "Contingencies and Commitments – Environmental Matters – Remediation Projects – Projects with Ongoing Study and Scope Development."

Lorain Tubular Operations

In September 2006, U. S. Steel received a letter from the Ohio Environmental Protection Agency (Ohio EPA) inviting U. S. Steel to enter into discussions about RCRA Corrective Action at Lorain Tubular Operations. Those discussions resulted in the identification of ten SWMUs and three Areas of Concern (AOC) requiring further investigation and evaluation. In addition, U. S. Steel notified Ohio EPA in August 2009 of an additional SWMU based upon its field observations and a preliminary assessment. Currently, U. S. Steel is implementing a Phase I RFI on the identified SWMUs and AOCs. As of March 31, 2010, U. S. Steel has spent \$243,000 on studies at this site. Costs to complete additional studies are estimated to be \$527,000. It is reasonably possible that additional costs of as much as \$25 to \$45 million may be incurred at this site in combination with four other projects. See Note 19 to the Financial Statements "Contingencies and Commitments – Environmental Matters – Remediation Projects – Projects with Ongoing Study and Scope Development."

Great Lakes Works

On January 6, 2006, U. S. Steel received a proposed administrative consent order from the Michigan Department of Environmental Quality (MDEQ) that alleged violations of NPDES permits at the Great Lakes Works facility. On February 13, 2007, MDEQ and U. S. Steel agreed to a revised Administrative Consent Order (the Order) that resolves this matter. As required by the Order, U. S. Steel has paid a civil penalty of \$300,000 and has reimbursed MDEQ \$50,000 in costs. The Order identifies certain compliance actions that address the alleged violations. U. S. Steel has completed work on most of these compliance actions, and has initiated work on the others. One of the compliance actions addresses three river basins along the Detroit River and U. S. Steel has completed the corrective measure necessary to remove historical basin sediments from these areas. As of March 31, 2010, \$1.8 million has been spent on the project. In addition, \$161,000 remains accrued for possible additional requirements to obtain MDEQ approval. Another compliance action includes modifications to the Cold Mill Wastewater Treatment Plant where U. S. Steel has agreed to rehabilitate four clarifiers and two wastewater conveyance pipelines, upgrade the computer control system and evaluate other potential improvements of this system. The vast majority of the elements of this project have been completed at a cost of \$8.6 million and U. S. Steel anticipates spending an additional \$110,000, most of which will be capitalized. Costs to complete the few remaining compliance actions are presently not determinable.

On October 5, 2009, after an inspection of Great Lakes Works and receiving responses to its 114 Request, 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 roof monitor opacity limits; and certain permit recordkeeping and parametric monitoring requirements. Great Lakes Works 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.

[Table of Contents](#)

Granite City Works

U. S. Steel received two NOV's, dated February 20, 2004 and March 25, 2004, for air violations at the coke batteries, the blast furnace and the steel shop at our Granite City Works facility. All of the issues have been resolved except for an issue relating to air emissions that occurs when coke is pushed out of the ovens, for which a compliance plan has been submitted to the Illinois Environmental Protection Agency (IEPA). IEPA referred the two NOV's to the Illinois Attorney General's Office for enforcement. On September 14, 2005, the Illinois Attorney General filed a complaint in the Madison County Circuit Court, titled People of the State of Illinois ex. rel. Lisa Madigan vs. United States Steel Corporation, which included the issues raised in the two NOV's. In December 2006, IEPA added to its complaint by adding a release of coke oven gas in February 2006. In October 2007, the Court entered a Second Supplemental Complaint in which IEPA added alleged violations regarding excessive opacity emissions from the blast furnace, and incorrect sulfur dioxide (SO₂) emission factors regarding blast furnace gas emissions. On December 18, 2007, U. S. Steel entered into a Consent Order (the Order) with the Illinois Attorney General and IEPA that resolved the Complaint, as supplemented. The Order required that U. S. Steel: (1) pay a penalty of \$300,000, which U. S. Steel paid on January 10, 2008; (2) demonstrate compliance with Coke Oven Pushing Operations in accordance with the compliance schedule provided in the Order; (3) comply with the basic oxygen furnace (BOF) opacity emissions in accordance with the schedule provided in the Order; and (4) submit to IEPA a revised permit application with the correct SO₂ emission factors, which U. S. Steel submitted in January 2008. On September 30, 2008, U. S. Steel submitted a revised BOF Compliance Schedule and requested to modify the Order consistent with the revised BOF Compliance Schedule. U. S. Steel is currently negotiating with IEPA and the Illinois Attorney General as to what upgrades at the BOF will precede the compliance demonstration. The compliance demonstration deadline for the BOF remains indefinitely postponed by agreement of the parties.

At Granite City Works, U. S. Steel and Gateway Energy & Coke Company, LLC (Gateway), a subsidiary of SunCoke Energy, Inc., have agreed with two environmental advocacy groups to establish an Environmental Trust Fund (Trust), which requires the permittees (U. S. Steel and Gateway) to collectively deposit \$1.0 million by September 30th of each year, beginning September 30, 2008 and ending September 30, 2012. The capital contributions and all net income of the Trust are to be used for the purposes of promoting energy efficiency, greenhouse gas reductions and PM_{2.5} emission reduction, to be implemented in the community, including the Granite City municipality, local schools, parks and library districts.

On February 2, 2009, U. S. Steel received an NOV from IEPA alleging approximately 16 separate violations. Specifically, IEPA alleged that Granite City Works: inappropriately charged a battery while off the collecting mains because of (1) damaged coke guides on one occasion and (2) derailment of the pushing control system on two occasions; failed to perform some monthly and quarterly inspections required by Iron & Steel Maximum Achievable Control Technology (MACT) standards or Coke MACT standards; failed to initiate repairs within 30 days after recording that the baffles on the quench tower were damaged on the monthly inspection report; failed to adequately wash the baffles on the quench tower per the MACT standard; inappropriately used the emergency pour station at the BOP during routine, non-emergency maintenance; failed to sufficiently apply a wetting agent to the slag from BF-A to minimize fugitive emissions while loading trucks and failed to update and properly implement its Fugitive Dust Program. Resolution of the issues identified in the NOV continues to be negotiated with IEPA. On November 16, 2009, Granite City Works received a notice of intent to pursue legal action regarding the alleged violations from IEPA. U. S. Steel last met with IEPA on December 8, 2009 to discuss resolution.

On March 17, 2009, U. S. Steel received an NOV from IEPA alleging the following at Granite City Works: door leaks from B Battery; volatile organic compounds from pressure relief valves from gas blanketing tank; coke by products process unit and information (lacking); failure to report retagging

Table of Contents

project for benzene in service equipment; and, failure to maintain records for benzene in service equipment repairs. IEPA has not made a penalty demand to date. Resolution of the issues identified in the NOV continues to be negotiated with IEPA. On November 16, 2009, Granite City Works received a notice of intent to pursue legal action regarding the alleged violations from IEPA. U. S. Steel last met with IEPA on December 8, 2009 to discuss resolution and the issue has been referred to the Attorney General for resolution.

In late January 2009, Granite City Works exceeded its natural gas usage and corresponding emission limits for 2008 at designated combustion units, including boilers and ladle drying. A notification letter was submitted to IEPA by U. S. Steel on January 30, 2009. Per U. S. Steel's January 30, 2009 correspondence, U. S. Steel provided a Compliance Plan regarding fuel use and fuel balance to IEPA on February 28, 2009. IEPA has not responded to the self-reported violations or made any penalty demand.

On October 5, 2009, U. S. Steel received an NOV/FOV from EPA Region V alleging that Granite City Works: failed to apply for and obtain a Prevention of Significant Deterioration/New Source Review permit for the 1994 B Blast Furnace reline (while the furnace was owned by National Steel Corporation); exceeded BOP roof monitor opacity limits, exceeded blast furnace casthouse roof monitor opacity limits; and failed to complete certain permit recordkeeping and parametric monitoring requirements. Granite City Works 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 Department of Justice.

Geneva Works

At U. S. Steel's former Geneva Works, liability for environmental remediation, including the closure of three hazardous waste impoundments and facility-wide corrective action, has been allocated between U. S. Steel and the current property owner pursuant to an asset sales agreement and a permit issued by the Utah Department of Environmental Quality. U. S. Steel developed work plans and as of March 31, 2010, U. S. Steel has spent \$16.7 million to complete remediation on certain areas of the site. Having completed the investigation on a majority of remaining areas identified in the permit, U. S. Steel has determined that the most effective means to address the remaining impacted material is to manage those materials in a previously approved on-site Corrective Action Management Unit (CAMU). U. S. Steel has recorded a liability of \$66 million as of March 31, 2010, for our estimated share of the remaining costs of remediation, including the construction, waste management, closure and post closure of a CAMU.

USS-POSCO Industries (UPI)

At UPI, a joint venture between subsidiaries of U. S. Steel and POSCO Industries, corrective measures have been implemented for the majority of the former SWMUs. Seven SWMUs remain at the facility, five of which require further remediation. Prior to the formation of UPI, U. S. Steel owned and operated the Pittsburg, California facility and retained responsibility for the existing environmental conditions. Two SWMUs may not require further action pending a No Further Action decision by the California Department of Toxic Substances Control (DTSC). Of the five SWMUs requiring remediation, investigatory work has been completed at a coal tar pitch impacted soils area and a remedial workplan has been submitted to DTSC. U. S. Steel has also completed the investigation of the impacted groundwater SWMU at the former wire mill. Investigation of the three remaining SWMUs within the facility has been initiated and discussions with the DTSC continue regarding additional corrective measures that may be required. Arsenic impacted soils and groundwater have been delineated at these three SWMUs. While it is likely that corrective measures will be required at these SWMUs, it is not possible at this time to define a scope or estimate costs for what may be required by DTSC. It is

[Table of Contents](#)

reasonably possible that additional costs of as much as \$25 to \$45 million may be incurred at this site in combination with four other projects. See Note 19 to the Financial Statements "Contingencies and Commitments – Environmental Matters – Remediation Projects – Projects with Ongoing Study and Scope Development."

Other

On December 20, 2002, U. S. Steel received a letter from the Kansas Department of Health & Environment (KDHE) requesting U. S. Steel's cooperation in cleaning up the National Zinc site located in Cherryvale, Kansas, a former zinc smelter operated by Edgar Zinc from 1898 to 1931. In April 2003, U. S. Steel and Salomon Smith Barney Holdings, Inc. (SSB) entered into a consent order to conduct an investigation and develop remediation alternatives. Implementation of the preferred remedy was essentially completed in late 2007. The respondents are finalizing the Removal Action Summary report by addressing some minor site maintenance issues, deed restrictions and operating and maintenance plans for approval by KDHE. U. S. Steel and SSB continue to work with KDHE to address site maintenance issues. At March 31, 2010, an accrual of \$120,000 remains available for these project contingencies.

On January 23, 2006, the KDHE sent a letter to U. S. Steel requesting that U. S. Steel address a former zinc smelter site in Girard, Kansas. U. S. Steel completed a site investigation and submitted a Corrective Action Study (CAS) necessary to address the impacted soils at this site. KDHE approved the CAS on November 17, 2009. In addition, a Consent Agreement and Final Order, through which the remediation will be conducted, is under negotiation with KDHE. At March 31, 2010, U. S. Steel has an accrued liability of \$1 million to conduct the remedial measure as proposed in the CAS.

In January of 2004, U. S. Steel received notice of a claim from the Texas Commission on Environmental Quality (TCEQ) and notice of claims from citizens of a cap failure at the Dayton Landfill. U. S. Steel, Lubrizol and ExxonMobil are the largest PRPs at the site and have agreed to equally share costs for investigating the site. The Remedial Action Plan for the site was approved by TCEQ in June 2009. On December 10, 2009, pursuant to the Texas Solid Waste Disposal Act, U. S. Steel, Lubrizol and ExxonMobil filed a contribution/cost of recovery action against approximately 50 parties. Implementation of remedial measures is expected to be initiated later in 2010. The accrued liability to complete U. S. Steel's portion of the site investigations and implement the remedial measure was \$1,774,000 as of March 31, 2010.

The Canadian and Ontario governments have identified a sediment deposit in Hamilton Harbor near USSC's Hamilton Works for remediation, for which the regulatory agencies estimate expenditures of approximately C\$105 million (approximately \$103 million). The national and provincial governments have each allocated C\$30 million (approximately \$29 million) for this project and they have stated that they will be looking for local sources, including industry, to fund C\$30 million (approximately \$29 million). USSC has committed C\$7 million (approximately \$7 million) as its contribution. Funding sources for the balance of the estimated project cost remain to be identified and additional contributions may be sought.

ASBESTOS LITIGATION

As of March 31, 2010, U. S. Steel was a defendant in approximately 450 active cases involving approximately 3,010 plaintiffs. At December 31, 2009, U. S. Steel was a defendant in approximately 440 active cases involving approximately 3,040 plaintiffs.

Almost 2,560, or approximately 85 percent, of these claims are currently pending in jurisdictions which permit filings with massive numbers of plaintiffs. Based upon U. S. Steel's experience in such cases, it

[Table of Contents](#)

believes that the actual number of plaintiffs who ultimately assert claims against U. S. Steel will likely be a small fraction of the total number of plaintiffs. Most of the claims filed in 2007 through 2010 involve individual or small groups of claimants.

Historically, these claims against U. S. Steel fall into three major groups: (1) claims made by persons who allegedly were exposed to asbestos at U. S. Steel facilities (referred to as "premises claims"); (2) claims made by industrial workers allegedly exposed to products formerly manufactured by U. S. Steel; and (3) claims made under certain federal and general maritime laws by employees of former operations of U. S. Steel. In general, the only insurance available to U. S. Steel with respect to asbestos claims is excess casualty insurance, which has multi-million dollar self-insured retentions. To date, U. S. Steel has received minimal payments under these policies relating to asbestos claims.

These asbestos cases allege a variety of respiratory and other diseases based on alleged exposure to asbestos. U. S. Steel is currently a defendant in cases in which a total of approximately 200 plaintiffs allege that they are suffering from mesothelioma. The potential for damages against defendants may be greater in cases in which the plaintiffs can prove mesothelioma.

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 our 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 plaintiffs 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 our products or premises.

In every asbestos case in which U. S. Steel is named as a party, the complaints are filed against numerous named defendants and generally do not contain allegations regarding specific monetary damages sought. To the extent that any specific amount of damages is sought, the amount applies to claims against all named defendants and in no case is there any allegation of monetary damages against U. S. Steel. Historically, approximately 89 percent of the cases against U. S. Steel did not specify any damage amount or stated that the damages sought exceeded the amount required to establish jurisdiction of the court in which the case was filed. (Jurisdictional amounts generally range from \$25,000 to \$75,000.) U. S. Steel does not consider the amount of damages alleged, if any, in a complaint to be relevant in assessing our potential exposure to asbestos liabilities. The ultimate outcome of any claim depends upon a myriad of legal and factual issues, including whether the plaintiff can prove actual disease, if any; actual exposure, if any, to U. S. Steel products; or the duration of exposure to asbestos, if any, on U. S. Steel's premises. U. S. Steel has noted over the years that the form of complaint including its allegations, if any, concerning damages often depends upon the form of complaint filed by particular law firms and attorneys. Often the same damage allegation will be in multiple complaints regardless of the number of plaintiffs, the number of defendants, or any specific diseases or conditions alleged.

U. S. Steel aggressively pursues grounds for the dismissal of U. S. Steel from pending cases and litigates cases to verdict where we believe litigation is appropriate. U. S. Steel also makes efforts to settle appropriate cases, especially mesothelioma cases, for reasonable, and frequently nominal, amounts.

[Table of Contents](#)

The following table shows activity with respect to asbestos litigation:

Period ended	Opening Number of Claims	Claims Dismissed, Settled and Resolved	New Claims	Closing Number of Claims	Amounts Paid to Resolve Claims (in millions)
December 31, 2007	3,700	1,230	530	3,000	\$ 9
December 31, 2008	3,000	400	450	3,050	\$ 13
December 31, 2009	3,050	200	190	3,040	\$ 7
March 31, 2010	3,040	105	75	3,010	\$ 2

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 us allege so-called "premises" liability-based exposure on U. S. Steel's current or former premises. These claims are made by an indeterminable number of people such as truck drivers, railroad workers, salespersons, contractors and their employees, government inspectors, customers, visitors and even trespassers. In most cases, the claimant also was exposed to asbestos in non-U. S. Steel settings; the relative periods of exposure between U. S. Steel and non-U. S. Steel settings vary with each claimant; and the strength or weakness of the causal link between U. S. Steel exposure and any injury vary widely as do the nature and severity of the injury claimed.

It is not possible to predict the ultimate outcome of asbestos-related lawsuits, claims and proceedings due to the unpredictable nature of personal injury litigation. Despite this uncertainty, management believes that the ultimate resolution of these matters will not have a material adverse effect on the Company's financial condition, although the resolution of such matters could significantly impact results of operations for a particular quarter. Among the factors considered in reaching this conclusion are: (1) that over the last several years, the total number of pending claims has declined; (2) that it has been many years since U. S. Steel employed maritime workers or manufactured or sold asbestos containing products; and (3) U. S. Steel's history of trial outcomes, settlements and dismissals.

The foregoing statements of belief are forward-looking statements. Predictions as to the outcome of pending litigation are subject to substantial uncertainties with respect to (among other things) factual and judicial determinations, and actual results could differ materially from those expressed in these forward-looking statements.

[Table of Contents](#)

Item 1A. RISK FACTORS

There was no material change in U. S. Steel's risk factors from the risks disclosed in U. S. Steel's Form 10-K for the year ended December 31, 2009.

[Table of Contents](#)

UNITED STATES STEEL CORPORATION
SUPPLEMENTAL STATISTICS (Unaudited)

(Dollars in millions)	Quarter Ended March 31,	
	2010	2009
INCOME (LOSS) FROM OPERATIONS		
Flat-rolled	\$ (80)	\$ (422)
U. S. Steel Europe	12	(159)
Tubular	45	127
Other Businesses	10	(3)
Segment Loss from Operations	(13)	(457)
Retiree benefit expenses	(44)	(32)
Other items not allocated to segments:		
Net gain on sale of assets	-	97
Workforce reduction charges	-	(86)
Total Loss from Operations	\$ (57)	\$ (478)
CAPITAL EXPENDITURES		
Flat-rolled	\$ 80	\$ 98
U. S. Steel Europe	44	10
Tubular	-	3
Other Businesses	1	7
Total	\$ 125	\$ 118
OPERATING STATISTICS		
Average realized price: (\$/net ton) ^(a)		
Flat-rolled	\$ 654	\$ 715
U. S. Steel Europe	614	672
Tubular	1,389	2,353
Steel Shipments: ^{(a)(b)}		
Flat-rolled	3,572	2,123
U. S. Steel Europe	1,522	897
Tubular ^(a)	310	207
Raw Steel-Production: ^(b)		
Flat-rolled	4,383	2,279
U. S. Steel Europe	1,588	999
Raw Steel Capability Utilization: ^(c)		
Flat-rolled	73%	38%
U. S. Steel Europe	87%	55%

^(a) Excludes intersegment transfers.

^(b) Thousands of net tons.

^(c) Based on annual raw steel production capability of 24.3 million net tons for Flat-rolled and 7.4 million net tons for U. S. Steel Europe.

[Table of Contents](#)

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

U. S. Steel had no sales of unregistered securities during the period covered by this report and we have suspended purchases under our Common Stock Repurchase Program.

Item 5A. OTHER INFORMATION

On April 26, 2010, the Compensation & Organization Committee of the Board of Directors approved annual base salaries for executive management effective July 1, 2010, increasing salaries in each case by the amount of the July 1, 2009, salary reduction announced on April 27, 2009 (see Exhibit 10.8).

On April 27, 2010, the Board of Directors approved the return of annual retainer fees to the \$180,000 level for Non-employee directors effective July 1, 2010. Annual retainer fees had been reduced by 10% effective July 1, 2009 (see Exhibit 10.9).

On April 26, 2010, the Compensation & Organization Committee of the Board of Directors restored the Corporation's matching contribution under its Supplemental Thrift Program at a flat 6% crediting rate effective June 1, 2010 (see Exhibit 10.10).

Item 6. EXHIBITS

- 4.1 Fourth Supplemental Indenture dated as of March 19, 2010 between United States Steel Corporation and The Bank of New York Mellon, as trustee, regarding 7.375% Senior Notes due April 1, 2020 (incorporated by reference to Exhibit 4.1 to United States Steel Corporation's Form 8-K filed on March 23, 2010, Commission File Number 1-16811)
- 10.1 2005 Stock Incentive Plan, as Amended and Restated (incorporated by reference to Appendix A to United States Steel Corporation's Definitive Proxy Statement on Schedule 14A filed on March 12, 2010)
- 10.2 2010 Annual Incentive Compensation Plan (incorporated by reference to Appendix B to United States Steel Corporation's Definitive Proxy Statement on Schedule 14A filed on March 12, 2010)
- 10.3 Administrative Regulations for the Long-Term Incentive Compensation Program under the 2005 Stock Incentive Plan, as Amended and Restated
- 10.4 Form of Stock Option Grant Form Agreement under the 2005 Stock Incentive Plan, as Amended and Restated
- 10.5 Form of Performance Award Grant Form Agreement under the 2005 Stock Incentive Plan, as Amended and Restated
- 10.6 Form of Restricted Stock Unit Annual Grant Form Agreement under the 2005 Stock Incentive Plan, as Amended and Restated
- 10.7 Form of Restricted Stock Unit Retention Grant Form Agreement under the 2005 Stock Incentive Plan, as Amended and Restated
- 10.8 Base Salaries of Named Executive Officers
- 10.9 Non-Employee Director Fee Arrangements
- 10.10 United States Steel Corporation Supplemental Thrift Program, approved April 27, 2010, to be effective June 1, 2010
- 31.1 Certification of Chief Executive Officer required by Rules 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as promulgated by the Securities and Exchange Commission pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

[Table of Contents](#)

31.2	Certification of Chief Financial Officer required by Rules 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as promulgated by the Securities and Exchange Commission pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.	INS XBRL Instance Document
101.	SCH XBRL Taxonomy Extension Schema Document
101.	CAL XBRL Taxonomy Extension Calculation Linkbase Document
101.	DEF XBRL Taxonomy Extension Definition Linkbase Document
101.	LAB XBRL Taxonomy Extension Label Linkbase Document
101.	PRE XBRL Taxonomy Extension Presentation Linkbase Document

[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 27, 2010

WEB SITE POSTING

This Form 10-Q will be posted on the U. S. Steel web site, www.ussteel.com, within a few days of its filing.

**THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES
THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933**

Administrative Regulations for the
Long-Term Incentive Compensation Program
under the United States Steel Corporation 2005 Stock Incentive Plan, as Amended and Restated
As amended by the Compensation & Organization Committee
Effective April 27, 2010

1. **Administration.** The Compensation & Organization Committee (the "**Committee**") shall administer the Long-Term Incentive Compensation Program (the "**Program**") under and pursuant to its authority as provided in Section 3 of the United States Steel Corporation 2005 Stock Incentive Plan, as amended and restated (the "**Plan**").
 - A. **Delegation of Authority.** The Committee may delegate to a designated individual (the "**Stock Plan Officer**") and to other Officer-Directors and the executive directly responsible for corporate human resources (collectively, the "**Senior Officers**") its duties under the Program subject to such conditions and limitations as the Committee shall prescribe, except that only the Committee may designate and grant Awards to Participants. The Committee hereby delegates to the Stock Plan Officer all authority necessary or desirable to administer the Program, including the authority to "consent" upon termination and the authority to delegate all or any portion of the delegated authorities; provided, however, that such authority is limited as follows: (i) only the Committee may (a) designate and grant Awards to Participants (provided that grants to non-executives may be made through a delegated process to one or more Committee members from time to time under rules established by the Committee in advance of such grants), (b) approve the vesting of Options, Restricted Stock, Restricted Stock Units or Performance Awards, (c) adjust the number of Shares pursuant to Section 8 of the Plan, (d) approve or amend the form of Awards, (e) amend outstanding Awards, (f) determine the Performance Goals, measures and other terms associated with Performance Awards or (g) modify or amend these Administrative Regulations (the "Regulations"), including any appendices and schedules attached hereto, and (ii) no delegate of the Stock Plan Officer's authority may delegate his or her authority. Without limiting the foregoing, the Stock Plan Officer is hereby directed to (x) administer Awards under the Plan, (y) determine whether any Participant has violated any terms and conditions set forth in the Award Agreement so as to warrant cancellation of an Award and upon making such determination, cancel such Award, and (z) maintain appropriate records and establish necessary procedures related to the Plan.
 - B. **Definitions.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Plan. The terms "Stock Plan Officer" and "Committee" shall be read as being one and the same; provided, however, the preceding (i) does not apply where necessary to give meaning to the terms, (ii) does not limit the authority of the Committee or increase the authority of the Stock Plan Officer, and (iii) requires that the Stock Plan Officer have the requisite authority (as defined above and/or pursuant to any current Committee resolution) in the context in which the term "Committee" is used.

-
- C. Compensation Consultant. The Committee may engage a compensation consultant to assess the competitiveness of various target Award levels and advise the Committee.
2. **Participation/Eligibility**. All management employees of the Corporation, its Subsidiaries and affiliates are eligible to participate in the Program upon designation by the Committee or Senior Officers (“Participants”).
- A. Executive Management. Employees designated by the Committee to be Executive Management are hereby designated to be Participants. Grants to individuals designated to be Executive Management must be approved by the Committee.
- B. Rights. No Participant or other employee shall have any claim to be granted an Award under the Program, and nothing contained in the Program or any Award Agreement shall confer upon any Participant any right to continue in the employ of the Corporation, its Subsidiaries or affiliates or interfere in any way with the right of the Corporation, its Subsidiaries or affiliates to terminate a Participant’s employment at any time.
3. **Components of Long-Term Incentives**. Award grants may be made in the following forms: Options, Restricted Stock, Restricted Stock Units, Other Stock-Based Awards, and Performance Awards.
4. **Options**.
- A. Award Grants/Grant Price. The Committee may grant Options to Participants. All Options will be nonstatutory stock options. The exercise price per Share of the Options shall be no less than 100% of the Fair Market Value of the Shares on the date of grant of the Option.
- B. Term. Each Option shall state the period or periods of time during which it may be exercised, in whole or in part. The term of an Option may not exceed ten years.
- C. Vesting. Unless otherwise determined by the Committee, Option grants shall vest ratably over three years (1/3 on each of the first, second and third grant date anniversaries), each such year to be considered a “Vesting Year”.
- D. Exercise of Options.
- (1) Effective Date of Exercise. The date of exercise of an Option shall be the business day on which the notice of exercise and payment for Shares being purchased are received by the Stock Plan Officer.

-
- (2) Payment for Shares Purchased. Unless otherwise determined by the Committee, payment of the purchase price shall be made, at the election of the Participant, in cash or by delivering Shares owned by the Participant or withholding of shares to be acquired upon exercise in accordance with procedures established by the Stock Plan Officer and valued at Fair Market Value on the date of exercise, or a combination thereof.
- (a) Overpayment in Shares. If the Fair Market Value of Shares delivered or withheld in payment of the purchase price exceeds the purchase price, a certificate, or its equivalent, representing the whole number of excess Shares together with a check, or its equivalent, representing the Fair Market Value of any excess partial Share shall be delivered to the Participant. In the case of a Participant who is at the time of exercise subject to Section 16 of the Exchange Act, any portion of the exercise price representing a fraction of a Share shall be paid by such Participant in cash or property other than Shares.
- (b) Underpayment in Shares. If the Fair Market Value of Shares delivered or withheld in payment of the purchase price is less than the purchase price, the difference shall be delivered by the Participant in cash immediately upon notification of such difference.
- (c) Requirements Relating to Previously Owned Shares. Shares delivered in payment of the purchase price shall be duly endorsed for transfer to the Corporation. If Shares so delivered are not registered in the name of the Participant individually, the Participant shall also provide evidence acceptable to the Stock Plan Officer that such Shares are beneficially owned by the Participant individually.

E. Post-Termination of Employment Exercise.

- (1) Death and Disability. Unless otherwise determined by the Committee, all Options vest immediately upon the Participant's death during employment or termination of employment by reason of Disability. Vested options remain exercisable for three years following the date of Death or termination of employment by reason of Disability, as applicable, or, if less, until the original expiration date.
- (a) "Disability" shall be determined, for all purposes under the Program, by reference to Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A").
- (2) Retirement and Termination with Consent. Unless otherwise determined by the Committee, a prorated number of the Options scheduled to vest

during the Vesting Year will vest, based upon the number of complete months worked during the Vesting Year in which the Participant's termination of employment occurs by reason of Retirement or Termination with Consent. The prorated award will be calculated upon such termination and will vest at the next vesting date. The remaining unvested Option grants are forfeited immediately upon termination. Vested options remain exercisable for three years following such termination or, if less, until the original expiration date.

- (a) Example: If the 1/3 ratable vesting for Vesting Year 3 is 1000 shares for Award 1, 1000 shares for Award 2, and 1000 shares for Award 3 and if the Participant terminates employment by reason of Retirement six months following the Award 3 grants, the Participant is entitled to vesting of 1/2 of all grants that would have vested at the end of the Vesting Year during which he or she retires (Vesting Year 3 in this example), or 1500 shares. This example focuses only on the shares that would vest during Vesting Year 3; however, another 3000 shares would have vested in the aggregate following Vesting Years 1 and 2, for a total of 4500 shares vesting under the Awards 1, 2 and 3. The 1500 shares would vest upon the next scheduled vesting date following termination. The post-termination exercise period would be measured for three years following the date of termination, even though the final pro rata tranche does not vest upon termination.
- (b) "Retirement" shall mean, for all purposes under the Program, the applicable Participant's termination of employment after having satisfied the age, service and/or other requirements necessary to commence an immediate pension under either: (i) the applicable defined benefit pension plan for the Participant's home country, regardless of whether the Participant is a participant in such pension plan, or (ii) in the case of a home country for which there is no applicable defined benefit plan, the applicable local law or regulation; *provided, however*, such term does not include, unless the Committee consents with knowledge of the specific facts, retirement under circumstances in which the Participant accepts employment with a company that owns, or is owned by, a business that competes with the Corporation, or its Subsidiaries or affiliates. Further, to the extent necessary under applicable local law, Retirement may have such other meaning adopted by the Committee and set forth in the applicable Award Agreement.
- (c) "Termination" shall mean the applicable employee's termination of employment other than by Retirement, death or Disability.
- (d) "Termination with Consent" shall mean Termination at any age with the consent of the Committee. Consent shall be deemed to be

given if the employee incurs a break in continuous service due to layoff or disability as defined under the Corporation's defined benefit pension plan, regardless of whether the employee is participating in such plan.

(e) "Termination without Consent" shall mean Termination at any age without the consent of the Committee.

(3) Termination without Consent and Termination for Cause. Unless otherwise determined by the Committee, vested and unvested Options are forfeited if termination of employment is due to Termination without Consent or Termination for Cause.

(4) Termination in connection with a Change of Control. Notwithstanding the foregoing provisions of these Regulations, if a Change of Control Termination occurs within two years following a Change of Control, then no Options shall have been, nor shall any Options be, forfeited upon such termination; rather, all Options shall vest immediately upon the occurrence of the Change of Control Termination. Such vested Options shall remain exercisable for the remainder of their respective terms. For purposes of these regulations, a "Change of Control Termination" shall be a termination of a Participant following a Change of Control that is (i) involuntarily for any reason other than Cause or (ii) in the case of a Participant who has been determined by the Committee to be executive management prior to the time to the Change of Control, voluntarily for Good Reason.

F. Adjustment upon Change of Control. The Adjustment provisions of Section 8.01 of the Plan shall apply in the event of any Change of Control, such that the Options shall continue in adjusted and/or substituted form following the Change of Control.

5. **Restricted Stock**.

A. Restricted Stock Grants. The Committee may grant Restricted Stock to Participants. A Participant must endorse in blank and return to the Corporation a stock power for each Restricted Stock grant.

B. Restrictions. During the restriction period a Participant may not sell, transfer, assign, pledge or otherwise encumber or dispose of Shares of the Restricted Stock. During the restriction period a Participant shall have all rights and privileges of a stockholder, including the right to vote the Shares and to receive dividends, except as noted in the preceding sentence and except that any dividends payable in stock shall be subject to the restrictions. At the expiration of the restriction period, a stock certificate free of all restrictions for the number of Shares of Restricted Stock vested shall be registered in the name of, and delivered to, the Participant or, subject to the termination provisions below, to the Participant's estate.

- C. Vesting. The Committee shall determine the restriction period, provided that (i) Restricted Stock grants which are time-based shall vest ratably over a period of not less than three years (1/3 on each of the first, second and third grant date anniversaries), each such year to be considered a "Vesting Year" and (ii) Restricted Stock grants which are performance-based shall vest over a period of not less than one year.
- D. Termination of Employment.
- (1) Death and Disability. Unless otherwise determined by the Committee, all Shares of Restricted Stock vest immediately upon the Participant's death during employment or termination of employment by reason of Disability.
 - (2) Retirement and Termination with Consent. Unless otherwise determined by the Committee, a prorated number of the shares of Restricted Stock scheduled to vest during the Vesting Year will vest, based upon the number of complete months worked during the Vesting Year in which the Participant's termination of employment occurs by reason of Retirement or Termination with Consent. The prorated award will be calculated upon termination and will vest upon the date of termination. The remaining unvested shares are forfeited immediately upon termination.
 - (a) Example: If the 1/3 ratable vesting for Vesting Year 3 is 1000 shares for Award 1, 1000 shares for Award 2, and 1000 shares for Award 3 and if the Participant terminates employment by reason of Retirement six months following the Award 3 grants, the Participant is entitled to vesting of 1/2 of all grants that would have vested at the end of the Vesting Year during which he or she retires (Vesting Year 3 in this example), or 1500 shares. This example focuses only on the shares that would vest during Vesting Year 3; however, another 3000 shares would have vested in the aggregate following Vesting Years 1 and 2, for a total of 4500 shares vesting under the Awards 1, 2 and 3. The 1500 shares would vest upon the date of termination.
 - (3) Termination without Consent and Termination for Cause. Unless otherwise determined by the Committee, unvested shares of Restricted Stock are forfeited if termination of employment is due to Termination without Consent or Termination for Cause.
- E. Change of Control. Notwithstanding the foregoing provisions of these Regulations, if a Change of Control Termination occurs within two years following a Change of Control, then no shares of Restricted Stock shall have been, nor shall any shares of Restricted Stock be, forfeited upon such termination; rather, all shares of Restricted Stock shall vest immediately upon the occurrence of the Change of Control Termination.

6. **Restricted Stock Units.**

- A. **Restricted Stock Unit Grants.** The Committee may grant Restricted Stock Units to Participants.
- B. **Restrictions.** During the restriction period a Participant may not sell, transfer, assign, pledge or otherwise encumber or dispose of the Restricted Stock Units. During the restriction period a Participant shall have none of the rights and privileges of a stockholder, however, the Participant may be entitled to receive a payment (in cash or Shares) or credit equal to the cash dividends paid on one Share for each Share represented by a Restricted Stock Unit held by such Participant (a "dividend equivalent"); provided, however, the dividend equivalents shall not be paid to, or vested in, the Participant unless and to the extent the underlying Restricted Stock Units are vested. Any dividend equivalent paid in Shares shall be paid in the form of additional whole and/or fractional Restricted Stock Units, subject to the same restrictions and vesting conditions as the underlying Restricted Stock Units and settled in the same manner. At the expiration of the restriction period, and in no event later than 2 1/2 months following the end of the calendar year in which vesting occurs, a stock certificate free of all restrictions for the number of Shares equivalent to the number of vested Restricted Stock Units (including any dividend equivalents, in the case of dividend equivalents paid in Shares) shall be registered in the name of, and delivered to, the Participant or, subject to the termination provisions below, to the Participant's estate. In the case of dividend equivalents paid in cash, a cash payment will be made at the end of the restriction period equal to the dividends paid on a number of Shares equivalent to the number of vested Restricted Stock Units.
- C. **Vesting.** The Committee shall determine the restriction period, provided that (i) Restricted Stock Unit grants which are time-based shall vest ratably over a period of not less than three years (1/3 on each of the first, second and third grant date anniversaries), each such year to be considered a "Vesting Year" and (ii) Restricted Stock Unit grants which are performance-based shall vest over a period of not less than one year.
- D. **Termination of Employment.**
- (1) **Death and Disability.** Unless otherwise determined by the Committee, all Restricted Stock Units vest immediately upon the Participant's death during employment or termination of employment by reason of Disability.
 - (2) **Retirement and Termination with Consent.** Unless otherwise determined by the Committee, a prorated number of the Restricted Stock Units scheduled to vest during the Vesting Year will vest, based upon the

number of complete months worked during the Vesting Year in which the Participant's termination of employment occurs by reason of Retirement, or Termination with Consent, which is to be calculated upon termination and delivered, subject to the following, upon termination. In the case of any payment considered to be based upon separation from service, and not compensation the Participant could receive without separating from service, then such amounts may not be paid until the first business day of the seventh month following the date of Participant's termination if Participant is a "specified employee" under Section 409A of the Code upon his separation from service. The remaining unvested shares are forfeited immediately upon termination.

(a) Example: If the 1/3 ratable vesting for Vesting Year 3 is 1000 shares for Award 1, 1000 shares for Award 2, and 1000 shares for Award 3 and if the Participant terminates employment by reason of Retirement six months following the Award 3 grants, the Participant is entitled to vesting of 1/2 of all grants that would have vested at the end of the Vesting Year during which he or she retires (Vesting Year 3 in this example), or 1500 shares. This example focuses only on the shares that would vest during Vesting Year 3; however, another 3000 shares would have vested in the aggregate following Vesting Years 1 and 2, for a total of 4500 shares vesting under the Awards 1, 2 and 3. The 1500 shares would vest upon the date of termination.

(3) Termination without Consent and Termination for Cause. Unless otherwise determined by the Committee, unvested Restricted Stock Units are forfeited if termination of employment is due to Termination without Consent or Termination for Cause.

E. Change of Control. Notwithstanding the foregoing provisions of these Regulations, if a Change of Control Termination occurs within 24 months following a Change of Control, then no Restricted Stock Units shall have been, nor shall any Restricted Stock Units be, forfeited upon such termination; rather, all Restricted Stock Units shall vest immediately upon the occurrence of the Change of Control Termination.

7. Performance Awards.

A. Performance Periods. Each Performance Period will be approximately three years in length and may overlap with the Performance Periods for the prior year and subsequent year Performance Award grants, if any. Each Performance Period will begin on the third business day following the public release of the Corporation's earnings for the first quarter of the calendar year during which the Performance Period begins and shall end on the twelfth business day following the public release of the Corporation's earnings for the first quarter of the third calendar year succeeding the calendar year during which the Performance Period begins (the approximate three year period is referred to herein as the "Performance Period").

- B. Performance Goal Establishment/Grant Mechanics. The Committee shall establish and approve the Performance Goal and the relevant peer group (the Peer Group) for performance comparison purposes at the beginning of each Performance Period. Unless otherwise determined by the Committee at the beginning of the relevant Performance Period, the Performance Goal shall be based upon the total shareholder return performance measure, and the Corporation's total shareholder return shall be compared to the total shareholder return of the Peer Group for the Performance Period.
- C. Performance Award Grants. At the beginning of each Performance Period, the Committee may grant Performance Awards to Participants for such Performance Period and shall identify for such grants the amount which may be earned based upon the level of achievement attained (the "Target" award, in the case of attainment of the target level of performance).
- D. Performance Vesting
- (1) Payout Calculation. Payout shall be based upon the relative Annualized Total Shareholder Return ("Annualized TSR") over the Performance Period.
- (a) Annualized TSR = $((\text{Final Price} + \text{all dividends paid during the relevant Performance Period}) / \text{Initial Price})^{(1/3)} - 1$.
- (b) Initial Price = the Average Measurement Period Price relative to the public release of earnings for first quarter of the calendar year of grant.
- (c) Final Price = the Average Measurement Period Price relative to the public release of earnings for the first quarter of the third calendar year succeeding the year of grant.
- (d) Average Measurement Period Price = The average of the Fair Market Values for each of the ten days during the ten business day period beginning on the third business day following the public release of earnings for the first quarter of a calendar year.
- (e) Stock prices may be determined using (a) any reputable online stock-quote service, such as Yahoo! Finance or Bloomberg, or (b) the financial pages of The Wall Street Journal.
- (2) Payout Basis. Payout will be based upon the Corporation's calculated Annualized TSR compared to the statistical Annualized TSR for the Peer Group ("Comparative TSR") using the whole company ranking method (*i.e.*, including the Corporation within the array of companies for which TSR is compared). Awards will be evaluated based upon the following comparison:
- (a) Comparative TSR = 25th percentile \rightarrow 50% of Target (the Threshold/Minimum Award).

-
- (b) Comparative TSR = 50th percentile —> 100% of Target (the Target Award).
 - (c) Comparative TSR = 75th percentile and above —> 200% of Target (the Cap/Maximum Award).
 - (d) Interpolation will be used to determine actual awards for performance that correlates to an award between Minimum and Target or Target and Maximum Award levels.
 - (e) In calculating the number of shares to be awarded, the Corporation's relative TSR percentile shall be rounded to the nearest hundredth of a percentile, rounding up if the thousandth's place is 5 or more and truncating if the thousandth's place is 4 or less. The related payout rate also shall be calculated to the nearest hundredth's place using the same rounding procedure. Additionally, the calculated number of shares shall be rounded to the nearest whole share, rounding up if the fractional share is 5 tenths or more and truncating the fractional share if it is less than 5 tenths.
 - (f) Award payout will follow the end of the Performance Period (and in no event later than 2/2 months following the end of the calendar year in which the Performance Period ends, as provided in the Plan) and the Committee's written certification of achievement of Performance Goals, payable in the form of Shares. In the case of any payment considered to be based upon separation from service, and not compensation the Participant could receive without separating from service, then such amounts may not be paid until the first business day of the seventh month following the date of Participant's termination if Participant is a "specified employee" under Section 409A of the Code upon his separation from service.
- (3) Peer Group Adjustments. At the commencement of the Performance Period, the Committee may determine that specific guidance be considered in connection with possible adjustments to the Peer Group involved in the calculation of the Corporation's comparative performance with respect to the Performance Goal during the Performance Period. Any such determination will be in addition to, or will amend if it conflicts with, the following guidelines, which will be used in connection with the calculation:
- (a) If a Peer Group Company becomes bankrupt, the bankrupt company will remain in the Peer Group positioned at one level below the lowest performing non-bankrupt Peer Group Company. In the case of multiple bankruptcies, the bankrupt companies will be positioned below the non-bankrupt companies in reverse chronological order by bankruptcy date.

-
- (b) If a Peer Group Company is acquired by another company or entity, including through a management buy-out or going-private transaction, the acquired Peer Group Company will be removed from the Peer Group for the entire Performance Period; provided that if the acquired company became bankrupt prior to its acquisition it shall be treated as provided in (a), above.
 - (c) If a Peer Group Company sells, spins-off, or disposes of a portion of its business, the selling Peer Group Company will remain in the Peer Group for the Performance Period unless such disposition(s) results in the disposition of more than 50% of the company's total assets during the Performance Period.
 - (d) If a Peer Group Company acquires another company, the acquiring Peer Group Company will remain in the Peer Group for the Performance Period.
 - (e) If the price of a Peer Group Company's stock is not available on a consistent, reliable basis due to delisting on all major stock exchanges and over-the-counter markets, such delisted Peer Group Company will be removed from the Peer Group for the entire Performance Period; provided that, if the Peer Group Company becomes bankrupt prior to the end of the Performance Period, it shall be treated as in (a), above.
 - (f) If the Corporation's and/or any Peer Group Company's stock splits, such company's TSR performance will be adjusted for the stock split so as not to give an advantage or disadvantage to such company by comparison to the other companies, using the principles set forth in Section 8 of the Plan.
- (4) Negative Discretion. The Committee retains negative discretion to reduce any and all Performance Awards to an amount below the amount that would be payable as a result of performance measured against the Performance Goals, except with respect to Performance Awards paid pursuant to a Change of Control. The Committee may not increase Performance Awards above the amount payable as a result of performance measured against the Performance Goals.

(5) Termination of Employment

- (a) Death and Disability. Unless otherwise determined by the Committee, a prorated value of the Performance Award will vest based upon the date of death during employment or termination of employment by reason of Disability during the Performance Period in accordance with the following schedule, to be calculated and delivered at the end of the relevant Performance Period, provided that the relevant performance goals are achieved and subject to the Committee's negative discretion:

<u>Date of Death or Termination for Disability</u>	<u>% Vested</u>
Prior to $\frac{1}{3}$ completion of Performance Period	0%
On or after $\frac{1}{3}$ and before $\frac{2}{3}$ completion of Performance Period	50%
On or after $\frac{2}{3}$ completion of Performance Period	100%

- (b) Retirement and Termination with Consent. Unless otherwise determined by the Committee, a prorated value of the Performance Award will vest based upon the number of complete months worked during the Performance Period, in the event of a Participant's termination of employment by reason of Retirement, or Termination with Consent, to be calculated and delivered at the end of the relevant Performance Period, provided that the relevant performance goals are achieved and subject to the Committee's negative discretion. In the case of any payment considered to be based upon separation from service, and not compensation the Participant could receive without separating from service, then such amounts may not be paid until the first business day of the seventh month following the date of Participant's termination if Participant is a "specified employee" under Section 409A of the Code upon his separation from service.
- (i) Example: If the Target number of Shares is 1000 shares for Performance Period 1 Awards, 1000 shares for Performance Period 2 Awards, and 1000 shares for Performance Period 3 Awards and if the Participant terminates employment by reason of Retirement six months following the first day of Performance Period 3, the Participant is entitled to vesting of $\frac{5}{6}$'s of the Performance Period 1 awards, $\frac{1}{2}$ of the Performance Period 2 awards, and $\frac{1}{6}$ of the Performance Period 3 awards (or 1500 shares), subject to the Committee's determination of the payout basis for each Performance Period. That is, the above example assumes that the Committee had determined

the Performance Goals had been met at least to the 100% of Target level and that the payout basis was 100% of Target for each period. (Again, the Committee retains its negative discretion with respect to each Performance Period and with respect to each Participant and payments, if any, will be made following the relevant Performance Period.)

- (c) Termination without Consent and Termination for Cause. Unless otherwise determined by the Committee, Performance Awards will be forfeited immediately if a Participant's termination of employment is due to Termination without Consent or Termination for Cause.
- (6) Change of Control. Notwithstanding the foregoing provisions of the Regulations, if a Change of Control occurs, (i) the Performance Period shall automatically end, (ii) the actual performance level for the abbreviated Performance Period shall be measured against the established Performance Goals, without the Committee's negative discretion, the performance criteria shall be deemed satisfied only to the extent that actual performance was achieved (the result is the "Achieved Performance Award"), and the balance of the Performance Award, if any, shall be forfeited, and (iii) the Achieved Performance Award shall remain subject to forfeiture until the third anniversary of the date of grant of the Performance Award if the Participant terminates employment after the Change of Control but before the third anniversary of the date of grant; provided, however, that (i) if a Change of Control Termination occurs within two years following a Change of Control, then the Achieved Performance Award shall not be forfeited upon such termination; rather, the Achieved Performance Award shall vest immediately upon the Change of Control Termination, (ii) if a Termination by reason of death or Disability occurs, then the Achieved Performance Award shall not be forfeited upon such death or Disability; rather, the Performance Award shall vest immediately upon the Participant's death during employment or termination of employment by reason of Disability; and (iii) if a Termination by reason of Retirement or Termination with Consent occurs, then a prorated portion of the Achieved Performance Award will vest, based upon the number of complete months worked during the original Performance Period in relation to the number of whole months in the original Performance Period and the remainder shall be forfeited.
 - (a) Price. In the event of a Change of Control, the final price for purposes of determining the Annualized TSR shall be determined based on the closing price of the business day immediately preceding the closing date of the Change of Control.
 - (b) Original Performance Period. In the event of a Change of Control, the original Performance Period shall be deemed to end on the third anniversary of the date of grant of the Performance Award.

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933.

**Non-Qualified Stock Option Grant Agreement
(Long-Term Incentive Compensation Program under the 2005 Stock Incentive Plan)
NOT TRANSFERABLE EXCEPT BY WILL OR BY THE LAWS GOVERNING THE DESCENT AND DISTRIBUTION OF ESTATES**

Non-Qualified Stock Option granted by United States Steel Corporation, a Delaware corporation (the "Corporation"), to the optionee identified below (the "Optionee").

Name of Optionee:	PARTICIPANT NAME
Name of Employing Company on Date Hereof:	(the company recognized by the Corporation as employing the Optionee on the date hereof)
Number of Shares Subject to Purchase:	# SHARES
Exercise Price of Each Share:	GRANT PRICE
Date of This Option:	GRANT DATE

By my acceptance, I agree that this option (the "Option") is granted under and governed by the terms and conditions of the Corporation's 2005 Stock Incentive Plan, as amended and restated (the "Plan"), the Corporation's Administrative Regulations for the Long-Term Incentive Compensation Program (the "Administrative Regulations"), and the Grant Terms and Conditions contained herein (the "Agreement") including the special provisions for my country of residence, if any, attached hereto as Exhibit A, as well as such amendments to the Plan and/or the Administrative Regulations as the Compensation & Organization Committee, or its successor committee (the "Committee"), may adopt from time to time.

United States Steel Corporation

Accepted as of the above date: **ACCEPTANCE DATE**

By _____
Authorized Officer

By _____
PARTICIPANT ES
Signature of Optionee

TERMS AND CONDITIONS

- 1. Grant:** Subject to the terms and conditions of the Plan, the Administrative Regulations and this Agreement, the Corporation agrees that the Optionee has the right to purchase the number of shares of Common Stock of the Corporation set forth in this Option grant for the exercise price stated herein.
- 2. Continuous Employment Requirement:** The Optionee agrees to continue as an active employee of the employing company identified above or the Corporation, its subsidiaries or affiliates (each an "Employing Company") for three years from the date of the Option, subject to the Employing Company's right to terminate the Optionee's employment at any time, performing such duties consistent with his capabilities.
- 3. Vesting and Termination of Employment:** The Option will become exercisable in annual installments over a three-year vesting period according to the following vesting schedule: 1/3 of the Option shares shall vest upon the 1st anniversary of the date of the Option, provided that the Optionee is employed by an Employing Company on such anniversary; an additional 1/3 of the Option shares will vest upon the 2nd anniversary of the date of the Option, provided that the Optionee is employed by an Employing Company on such anniversary; and an additional 1/3 of the Option shares will vest on the 3rd anniversary of the date of the Option, provided that the Optionee is employed by an Employing Company on such anniversary, with all fractional Option shares, if any, vesting as whole Option shares upon the latest vesting date. Any portion of the Option that is exercisable may be exercised in whole or in part from time to time during the Option period. In the event of the exercise of the Option in whole or in part, the portion of the Option so exercised shall terminate. The Option period shall begin on the date of the Option and shall end, except as provided in Section 5 hereof, on the first to occur of: (a) ten years thereafter, (b) three years after the date upon which the Optionee ceases to be an employee of an Employing Company by reason of Retirement, death, Disability or Termination with Consent, or (c) immediately following termination of employment, if termination of employment is due to Termination without Consent or Termination for Cause. Unless otherwise determined by the Committee, all unvested Options will immediately vest upon the Optionee's death during employment or termination of employment by reason of Disability. Unless otherwise determined by the Committee, a prorated number of the Options scheduled to vest during the current Vesting Year will vest on the vesting date for the current Vesting Year based upon the number of complete months worked during the Vesting Year in which the Optionee's termination of employment occurs by reason of Retirement or Termination with Consent. Except as provided in Section 5, the remaining unvested Option grants are forfeited immediately upon the Optionee's termination of employment without consideration or further action required of the Corporation or Employing Company.

Except as provided in Section 5, and notwithstanding any terms or conditions of the Plan, the Administrative Regulations or this Agreement to the contrary, in the event of the Optionee's termination of employment, the Optionee's right to vest in the Option, if any, will terminate effective as of the date that the Optionee is no longer actively employed by an Employing Company and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); furthermore, in the event of termination of the Optionee's employment (whether or not in breach of local labor laws), the Optionee's right to receive shares of Common Stock pursuant to the Option after such termination, if any, will be measured by the date of termination of the Optionee's active employment and will not be extended by any notice period mandated under local law; the Committee shall have the exclusive discretion to determine when the Optionee is no longer actively employed for purposes of the Option.

4. Payment of Exercise Price. The exercise price shall be paid in cash or such other form of consideration as permitted in the Plan and the Administrative Regulations, including through the withholding of shares to be acquired upon exercise of the Option, subject to the Stock Plan Officer's establishment of procedures with respect thereto; provided however that, if the Optionee is subject to taxation on the benefit received from the Option in a jurisdiction outside the United States, the Optionee may not pay the exercise price by surrendering shares of Common Stock that he or she already owns or attesting to the ownership of shares of Common Stock. The Corporation reserves the right to restrict the methods of payment of the exercise price if necessary to comply with applicable local law, as determined by the Corporation in its sole discretion.

5. Change of Control: If the Optionee's employment is terminated within two years following a Change of Control involuntarily (except for Cause) or, in the case of participants designated as executive management at the time of the Change of Control, voluntarily for Good Reason, each unvested Option will immediately vest and remain exercisable until the end of its term.

6. Transferability: During the Optionee's lifetime, to the extent the Option is exercisable, the Option may be exercised only by the Optionee or by the Optionee's guardian or legal representative. Upon the Optionee's death, the Option may be transferred by will or by the laws governing the descent and distribution of the Optionee's estate. Otherwise, the Option may not be transferred, pledged or encumbered and, in the event of an attempt to transfer, pledge or encumber it, the Committee may cancel it.

7. Adjustments: The number of shares subject to the Option and the Option exercise price per share shall be subject to adjustment as provided in Section 8 of the Plan. The Optionee shall be notified of such adjustment and such adjustment shall be binding upon the Corporation and the Optionee.

8. Compliance with Laws: Notwithstanding anything in the Plan, the Administrative Regulations or this Agreement to the contrary, the obligations of the Corporation and the rights of the Optionee are subject to all applicable laws, rules and regulations including, without limitation, the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), the U.S. Securities Act of 1933, as amended, the U.S. Internal Revenue Code of 1986, as amended, and any other applicable laws. No shares of Common Stock will be issued or delivered to the Optionee under the Plan unless and until there has been compliance with such applicable laws.

9. Acceptance of Grant: The Option may not be exercised unless it is accepted by the Optionee and notice of such acceptance is received by the Stock Plan Officer.

10. Interpretation and Amendments: The Option shall be administered and exercised in accordance with the Plan and the Administrative Regulations, as the same may be amended by the Committee from time to time, provided that no amendment may, without the consent of the Optionee, affect the rights of the Optionee under this Option in a materially adverse manner. For purposes of the foregoing sentence, an amendment that affects the tax treatment of the Option shall not be considered as affecting the Optionee's rights in a materially adverse manner. All capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Plan or the Administrative Regulations. In the event of a conflict between the Plan and the Administrative Regulations, unless this Agreement specifies otherwise, the Plan shall control.

11. Nature of the Grant: Neither the grant of the Option nor anything else contained in this Agreement shall be deemed to limit or restrict the right of the Employing Company to terminate the Optionee's employment at any time, for any reason, with or without cause. Further, by accepting this Option, the Optionee acknowledges that:

- a) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted repeatedly in the past;
- b) all decisions with respect to future option grants, if any, will be at the sole discretion of the Committee;
- c) the Optionee is voluntarily participating in the Plan;
- d) the Option and the shares of Common Stock subject to the Option are extraordinary items which do not constitute compensation of any kind for services of any kind rendered to the Corporation or to the Employing Company, and which are outside the scope of the Optionee's employment contract, if any;
- e) the Option and the shares of Common Stock subject to the Option are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, dismissal, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Corporation or the Employing Company or any Subsidiary or affiliate of the Corporation;
- f) the Option and the shares of Common Stock subject to the Option are not intended to replace any pension rights or compensation;
- g) the grant of the Option will not be interpreted to form an employment contract or relationship with the Corporation, the Employing Company or any Subsidiary or affiliate of the Corporation;
- h) the future value of the shares of Common Stock underlying the Option is unknown and cannot be predicted with certainty; if the underlying shares do not increase in value, the Option will have no value. If Optionee exercises the Option and obtains shares of Common Stock, the value of the shares acquired upon exercise may increase or decrease in value, even below the exercise price;
- i) in consideration of the grant of the Option, no claim or entitlement to compensation or damages arises from forfeiture of the Option resulting from termination of the Optionee's employment by the Corporation or the Employing Company (for any reason whether or not in breach of applicable labor laws) and the Optionee irrevocably releases the Corporation and the Employing Company from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen then, by accepting this Option, the Optionee shall be deemed irrevocably to have waived his or her entitlement to pursue such a claim;
- j) it is the Optionee's sole responsibility to investigate and comply with any applicable exchange control laws in connection with the issuance and delivery of shares of Common Stock pursuant to the exercise of the Option;
- k) the Corporation and the Employing Company are not providing any tax, legal or financial advice, nor are the Corporation or the Employing Company making any recommendations regarding the Optionee's participation in the Plan or the Optionee's purchase or sale of the shares of Common Stock underlying the Option; and
- l) the Optionee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

12. Withholding Taxes: Regardless of any action the Corporation or the Employing Company takes with respect to any or all income tax, social security, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Optionee acknowledges that the ultimate liability for all Tax-Related Items is and remains his or her responsibility and may exceed the amount withheld by the Corporation or the Employing Company. Furthermore, the Optionee acknowledges that the Corporation and/or the Employing Company (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including the grant, vesting, or exercise of the Option or the subsequent sale of shares of Common Stock or receipt of dividends; and (b) do not commit to and are under no obligation to structure the terms of the grant of the Option or any aspect of the Optionee's participation in the Plan to reduce or eliminate his or her liability for Tax-Related Items or to achieve any particular tax result. Further, if the Optionee has become subject to tax in more than one jurisdiction between the grant date and the date of any relevant taxable event, the Optionee acknowledges that the Corporation and/or the Employing Company (or former Employing Company, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable event, the Optionee shall pay or make adequate arrangements satisfactory to the Corporation and/or the Employing Company to satisfy all withholding obligations of the Corporation and/or the Employing Company. In this regard, the Corporation may notify the Optionee of the amount of Tax-Related Items, if any, required under U.S. federal and, where applicable, state and local or non-U.S. law, and in which case, the Optionee shall, forthwith upon the receipt of such notice, remit the required amount to the Corporation in cash or in accordance with such regulations as the Committee may prescribe. Alternatively, the Optionee authorizes the Corporation and/or the Employing Company, or their respective agents, at their discretion, to satisfy the obligations with regard to all applicable Tax-Related Items by one or a combination of the following methods: (1) withholding from Optionee's wages or other cash compensation paid to Optionee by the Corporation and/or the Employing Company; (2) withholding from proceeds of the sale of shares issued upon exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Corporation (on Optionee's behalf pursuant to this authorization) through such means as the Corporation may determine in its sole discretion (whether through a broker or otherwise); or (3) withholding in shares to be issued upon exercise of the Option.

To avoid negative accounting treatment, the Corporation may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the Tax-Related Items are satisfied by withholding in shares issuable upon exercise of the Option, for tax purposes, the Optionee is deemed to have been issued the full number of shares of Common Stock subject to the exercised Option, notwithstanding that a number of the shares are held back solely for the purpose of paying the Tax-Related Items. Finally, the Optionee shall pay to the Corporation or the Employing Company any amount of Tax-Related Items that the Corporation or the Employing Company may be required to withhold as a result of Optionee's participation in the Plan or Optionee's purchase of shares that cannot be satisfied by the means previously described. The Optionee understands that no shares of Common Stock or proceeds from the sale of shares of Common Stock shall be delivered to Optionee, notwithstanding the exercise thereof, unless and until the Optionee shall have satisfied any obligation for Tax-Related Items with respect thereto.

13. Data Privacy: *The Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this document by and among, as applicable, any Employing Company and the Corporation for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.*

The Optionee understands that the Employing Company and the Corporation hold certain personal information about the Optionee, including, but not limited to, Optionee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares or directorships held in the Corporation, details of all options or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in Optionee's favor, as the Employing Company and/or the Corporation deems necessary for the purpose of implementing, administering and managing the Plan ("Data"). The Optionee acknowledges and understands that Data may be transferred to any broker as designated by the Corporation and any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Optionee's country or elsewhere (and outside the European Economic Area), and that the recipient's country may have different data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee's local human resources representative. The Optionee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Optionee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Optionee may elect to deposit any shares of Common Stock acquired upon exercise of the Option. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. The Optionee understands, however, that refusing or withdrawing his or her consent may affect his or her ability to realize benefits from the Option or otherwise participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.

14. Electronic Delivery: The Corporation may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan or request the Optionee's consent to participate in the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Corporation or another third party designated by the Corporation.

15. Language: If the Optionee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

16. Severability: In the event that any provision in this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

17. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws thereof.

18. Section 409A. Notwithstanding any other provision of the Plan, the Administrative Regulations or this Agreement, the Plan, the Administrative Regulations and this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A of the U.S. Internal Revenue Code of 1986, as amended (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). The Corporation reserves the right, to the extent the Corporation deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan, the Administrative Regulations or this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Committee determines are necessary or appropriate to ensure that this Option qualifies for exemption from, or complies with the requirements of, Section 409A; provided, however, that the Corporation makes no representation that the Option will be exempt from, or will comply with, Section 409A, and makes no undertakings to preclude Section 409A of the Code from applying to the Option or to ensure that it complies with Section 409A.

19. Headings: Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.

**Additional Terms and Conditions of the
United States Steel Corporation 2005 Stock Incentive Plan
Non-Qualified Stock Option Grant Agreement**

TERMS AND CONDITIONS

This Exhibit A includes additional terms and conditions that govern the Option granted to the Optionee under the Plan if he or she resides in one of the countries listed below. Certain capitalized terms used but not defined in this Exhibit A have the meanings set forth in the Plan, the Administrative Regulations and/or the Agreement.

NOTIFICATIONS

This Exhibit A also includes information regarding exchange controls and certain other issues of which the Optionee should be aware with respect to participation in the Plan. The information is based on the laws in effect in the applicable countries as of April 2010. Such laws are often complex and change frequently. As a result, the Corporation strongly recommends that the Optionee not rely on the information in this Exhibit A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time that the Optionee exercises the Option or sells shares of Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Optionee's particular situation, and the Corporation is not in a position to assure the Optionee of a particular result. Accordingly, the Optionee is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Optionee's situation.

Finally, if the Optionee is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable.

CANADA

Option Payable Only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the grant of the Option does not provide any right for the Grantee to receive a cash payment in settlement of the Option upon exercise and the Option is payable in shares of Common Stock only.

Securities Law Commitment on Sale of Shares. As a condition of the grant of the Option and the issuance of shares of Common Stock upon exercise of the Option, the Optionee undertakes to only sell, trade or otherwise dispose of any shares of Common Stock issued to the Optionee under the Plan in accordance with applicable Canadian securities laws. Under current laws, this means that the Optionee will need to sell any shares of Common Stock issued under the Plan using the services of a broker or dealer that is registered under Canadian provincial or territorial securities legislation. The Optionee will not be permitted to sell, trade or otherwise dispose of his or her shares through the Company's designated U.S. plan broker, Fidelity Investments, unless such sale, trade or disposal can be executed in accordance with applicable securities laws. This restriction applies equally to all shares of Common Stock or other securities issued to the Optionee under the terms of the Plan. As legal requirements may be subject to change, Optionees are encouraged to seek specific advice about their individual situation before taking any action with respect to securities issued to them under the Plan.

By accepting this Option, the Optionee expressly agrees that he or she will consult with a personal legal advisor to address any questions that may arise regarding compliance with this requirement. The Optionee understands and agrees that he or she will be liable for any failure to comply with the foregoing provision.

Payment of Exercise Price. Due to current Canadian securities law requirements, notwithstanding any other provision in the Plan, the Administrative Regulations or the Agreement, permissible methods of payment of the exercise price include: (i) cash, (ii) check and/or (iii) any other method approved by the Company. Prior to exercising the Option, the Optionee should contact his or her local human resources administrator to confirm the methods of exercise available to the Optionee under local law.

SERBIA**NOTIFICATIONS**

Exchange Control Information. Pursuant to the Law on Foreign Exchange Transactions (effective July 27, 2006), Serbian residents may freely acquire shares of Common Stock under the Plan, however, the National Bank of Serbia requires reporting of the acquisition of such shares, the value of the shares at exercise and, on a quarterly basis, any changes in the value of the underlying shares. The Optionee is advised to consult with a personal legal advisor to determine his or her reporting obligations upon the acquisition of shares of Common Stock under the Plan. The Corporation reserves the right to require the Optionee to report details of the sale of his or her Shares to the Corporation or to follow such other procedures as may be established by the Corporation to comply with applicable exchange control regulations.

SLOVAK REPUBLIC

There are no country-specific provisions.

STOCK OPTION GRANT FORM – April 2010

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933.

**Performance Award Grant Agreement
(Long-Term Incentive Compensation Program under the 2005 Stock Incentive Plan)**

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

Name of Grantee:	PARTICIPANT NAME
Name of Employing Company on Date Hereof:	(the company recognized by the Corporation as employing the Grantee on the date hereof)
Target Number of Shares Subject to Award:	# SHARES
Maximum Number of Shares Subject to Award:	(two times the Target Number of Shares Subject to Award)
Performance Period	The approximately three-year period identified by the Compensation Committee in writing at the time of Grant
Performance Goals	(see Exhibit A, attached)
Date of This Award:	GRANT DATE

By my acceptance, I agree that the above-listed Performance Award is granted under and governed by the terms and conditions of the Corporation's 2005 Stock Incentive Plan, as amended and restated (the "Plan"), the Corporation's Administrative Regulations for the Long-Term Incentive Compensation Program (the "Administrative Regulations"), and the Grant Terms and Conditions contained herein (the "Agreement") including the special provisions for my country of residence, if any, attached hereto as Exhibit B, as well as such amendments to the Plan and/or the Administrative Regulations as the Compensation & Organization Committee, or its successor committee (the "Committee"), may adopt from time to time.

United States Steel Corporation

Accepted as of the above date: **ACCEPTANCE DATE**

By _____
Authorized Officer

By _____
PARTICIPANT ES
Signature of Grantee

Terms and Conditions

1. **Grant of Performance Award:** The Performance Period for purposes of determining whether the Performance Goal has been met shall be the approximately three-year period determined in accordance with the Administrative Regulations by the Compensation Committee in writing at the time of Grant. The Performance Goal for purposes of determining whether, and the extent to which, the Performance Award will vest is set forth in Exhibit A to this Agreement. The Peer Group for purposes of determining whether the Performance Goal has been achieved is the Peer Group identified by the Compensation Committee in writing at the time of Grant. The Peer Group is subject to adjustment as described in the Administrative Regulations and as the Committee, in its discretion, may additionally set forth at the commencement of the Performance Period in accordance with Section 162(m) of the U.S. Internal Revenue Code. Exhibit A is incorporated by reference herein. Subject to the Administrative Regulations and the provisions of this Agreement, the Performance Award shall become payable, if vested, following the Committee's determination and certification after the end of the Performance Period, as to whether and the extent to which the Performance Goal has been achieved; provided that the Committee retains negative discretion to reduce any and all Performance Awards that would otherwise be payable as a result of performance measured against the Performance Goals excepting Performance Awards paid by reason of a Change of Control. The Committee may not increase the amount payable as a result of performance measured against the Performance Goals.

2. **Payment of Award:** If the Performance Award is payable, the Corporation shall cause a stock certificate to be issued in the Grantee's name, for no cash consideration, for the number of shares of common stock of the Corporation determined by the Committee to be payable pursuant to paragraph 1 hereof. Payment shall be made following the end of the Performance Period, and in no event more than two and one-half months following the end of the calendar year in which the Performance Period ends. In the event that any payment to a U.S. tax-payer with respect to a Performance Award is considered to be based upon separation from service, and not compensation the Grantee could receive without separating from service, then such amounts may not be paid until the first business day of the seventh month following the date of the Grantee's termination if the Grantee is a "specified employee" under Section 409A of the Code upon his separation from service.

3. **Transferability:** The Grantee shall not sell, transfer, assign, pledge or otherwise encumber or dispose of any portion of the Performance Award and the right to receive Shares, and any attempt to sell, transfer, assign, pledge or encumber any portion of the Shares prior to the payment, if at all, of a stock certificate in the name of the Grantee shall have no effect, regardless of whether voluntary, involuntary, by operation of law or otherwise.

4. **Change of Control:** Notwithstanding anything to the contrary stated herein, in the case of a Change of Control of the Corporation, (a) the Performance Period shall automatically end, (b) the actual performance for the abbreviated Performance Period shall be measured against the established Performance Goals, without regard to the Committee's negative discretion, the performance criteria shall be deemed satisfied only to the extent the actual performance was achieved (the "Achieved Performance Award"), and the balance of the Performance Award, if any, shall be forfeited, and (c) the Achieved Performance Award shall remain subject to forfeiture until the third anniversary of the Grant of this Performance Award if the Grantee's employment is terminated after the Change of Control but before the third anniversary of the date of Grant; provided, however, notwithstanding Section 5, (i) if the Grantee's employment is terminated, other than for Cause or a voluntary termination other than, in the case of participants designated as executive management at the time of the Change of Control, for Good Reason, within 24 months following a Change of Control, then the Achieved Performance Award shall not be forfeited upon such termination; rather, the Achieved Performance Award shall vest immediately upon the termination, (ii) if the Grantee's employment is terminated by reason of death or Disability, then the Achieved Performance Award shall not be forfeited upon such death or Disability; rather, the Achieved Performance Award shall vest immediately upon the Grantee's death during employment or termination of employment by reason of Disability; and (iii) if the Grantee's employment is terminated by reason of Retirement or Termination with Consent, then a prorated portion of the Achieved Performance Award will vest, based upon the number of complete months worked during the original Performance Period in relation to the number of whole months in the original Performance Period and the remainder shall be forfeited.

5. **Termination of Employment:** Unless otherwise determined by the Committee, (a) the Performance Award is forfeited if the Grantee's employment is terminated with the employing company identified above or the Corporation, its Subsidiaries or affiliates (each an "Employing Company") during the Performance Period due to a Termination without Consent or Termination for Cause, and (b) a prorated value of the Performance Award will vest based upon (i) the number of complete months worked by the Grantee during the Performance Period, in the event of a Grantee's termination of employment during the Performance Period by reason of Retirement or Termination with Consent, or (ii) the schedule contained within the Administrative Regulations, in the event of a Grantee's termination of employment during the Performance Period by reason of Death or Disability, in any case to be calculated and delivered following the end of the relevant Performance Period in accordance with paragraph 2 hereof, provided that the relevant Performance Goal for the Performance Period is achieved and subject to the Committee's negative discretion. The remaining value of the Performance Award is forfeited immediately upon the Grantee's termination of employment without consideration or further action being required of the Corporation or the Employing Company. Any and all forfeitures shall be evidenced by written notice to the Grantee.

6. Vesting: Subject to Sections 4 and 5, the Grantee must continue as an active employee of an Employing Company during the Performance Period and through the date on which the Committee certifies whether the Performance Goal relating to the Performance Period has been achieved, subject to the Employing Company's right to terminate the Grantee's employment at any time, performing such duties consistent with his capabilities.

Except as provided in Section 5 of this Agreement, notwithstanding any other terms or conditions of the Plan, the Administrative Regulations or this Agreement to the contrary, in the event of the Grantee's termination of employment (whether or not in breach of local labor laws), the Grantee's rights under this Agreement will terminate effective as of the date that the Grantee is no longer actively employed by an Employing Company and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); the Committee shall have the exclusive discretion to determine when the Grantee is no longer actively employed for purposes of the Performance Award.

7. Adjustments: The Target and Maximum number of Shares are subject to adjustment as provided in Section 8 of the Plan. The Grantee shall be notified of such adjustment and such adjustment shall be binding upon the Corporation and the Grantee.

8. Interpretation and Amendments: This Grant and the issuance, vesting and delivery of Shares are subject to, and shall be administered in accordance with, the provisions of the Plan and the Administrative Regulations, as the same may be amended by the Committee from time to time, provided that no amendment may, without the consent of the Grantee, affect the rights of the Grantee under this Grant in a materially adverse manner. For purposes of the foregoing sentence, an amendment that affects the tax treatment of the Performance Award shall not be considered as affecting the Grantee's rights in a materially adverse manner. All capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Plan or the Administrative Regulations. In the event of a conflict between the Plan and the Administrative Regulations, unless this Grant specifies otherwise, the Plan shall control.

PERFORMANCE AWARD GRANT FORM – April 2010

9. **Compliance with Laws:** The obligations of the Corporation and the rights of the Grantee are subject to all applicable laws, rules and regulations including, without limitation, the U.S. Securities Exchange Act of 1934, as amended; the U.S. Securities Act of 1933, as amended; the U.S. Internal Revenue Code of 1986, as amended; and any other applicable laws. No Shares will be issued or delivered to the Grantee under the Plan unless and until there has been compliance with such applicable laws.

10. **Acceptance of Grant:** The Grant shall not be payable unless it is accepted by the Grantee and notice of such acceptance is received by the Stock Plan Officer.

11. **Withholding Taxes:** Prior to the relevant taxable event, the Grantee shall pay or make adequate arrangements satisfactory to the Corporation and/or the Employing Company to satisfy all withholding obligations of the Corporation and/or the Employing Company. In this regard, the Grantee shall pay any Tax-Related Items directly to the Corporation or the Employing Company in cash upon request. In addition, the Grantee authorizes the Corporation and/or the Employing Company, or their respective agents, at their discretion, to satisfy the obligations with regard to all applicable Tax-Related Items by one or a combination of the following methods: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Corporation and/or the Employing Company; (2) withholding from proceeds of the sale of Shares issued upon payment of the Performance Award either through a voluntary sale or through a mandatory sale arranged by the Corporation (on the Grantee's behalf pursuant to this authorization) through such means as the Corporation may determine in its sole discretion (whether through a broker or otherwise); or (3) withholding in Shares to be issued upon payment of the Performance Award.

To avoid negative accounting treatment, the Corporation may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the Tax-Related Items are satisfied by withholding in Shares issuable upon vesting of the Performance Award, for tax purposes, the Grantee is deemed to have been issued the full number of Shares subject to the Performance Award, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. Finally, the Grantee shall pay to the Corporation or the Employing Company any amount of Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan. The Grantee understands that no Shares or proceeds from the sale of Shares shall be delivered to Grantee, notwithstanding the vesting of the Performance Award, unless and until the Grantee shall have satisfied any obligation for Tax-Related Items with respect thereto.

12. **Nature of the Grant:** Nothing herein shall be construed as giving Grantee any right to be retained in the employ of an Employing Company or affect any right that the Employing Company may have to terminate the employment of such Grantee. Further, by accepting this Performance Award, the Grantee acknowledges that:

- a) the grant of the Performance Award is voluntary and occasional and does not create any contractual or other right to receive future Performance Awards, or benefits in lieu of Performance Awards, even if Performance Awards have been granted repeatedly in the past;
- b) all decisions with respect to future Performance Award grants, if any, will be at the sole discretion of the Committee;
- c) the Grantee is voluntarily participating in the Plan;
- d) the Performance Award and the Shares subject to the Performance Award are extraordinary items which do not constitute compensation of any kind for services of any kind rendered to the Corporation or to the Employing Company, and which are outside the scope of the Grantee's employment contract, if any;
- e) the Performance Award and the Shares subject to the Performance Award are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, dismissal, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Corporation or the Employing Company or any Subsidiary or affiliate of the Corporation;
- f) the Performance Award and the Shares subject to the Performance Award are not intended to replace any pension rights or compensation;
- g) the grant of the Performance Award will not be interpreted to form an employment contract or relationship with the Corporation, the Employing Company or any Subsidiary or affiliate of the Corporation;
- h) the future value of the Shares underlying the Performance Award is unknown and cannot be predicted with certainty;
- i) in consideration of the grant of the Performance Award, no claim or entitlement to compensation or damages arises from forfeiture of the Performance Award resulting from termination of the Grantee's employment by the Corporation or the Employing Company (for any reason whether or not in breach of applicable labor laws) and the Grantee irrevocably releases the Corporation and the Employing Company from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen then, by accepting this Performance Award, the Grantee shall be deemed irrevocably to have waived his or her entitlement to pursue such a claim;
- j) it is the Grantee's sole responsibility to investigate and comply with any applicable exchange control laws in connection with the issuance and delivery of Shares pursuant to the vesting of the Performance Award;
- k) the Corporation and the Employing Company are not providing any tax, legal or financial advice, nor are the Corporation or the Employing Company making any recommendations regarding the Grantee's participation in the Plan or the Grantee's acquisition or sale of the Shares underlying the Performance Award; and
- l) the Grantee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

13. **Data Privacy:** *The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this document by and among, as applicable, any Employing Company and the Corporation for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.*

The Grantee understands that the Employing Company and the Corporation hold certain personal information about the Grantee, including, but not limited to, Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Corporation, details of all Performance Awards or any other entitlement to Shares awarded, canceled, vested, unvested or outstanding in Grantee's favor, as the Employing Company and/or the Corporation deems necessary for the purpose of implementing, administering and managing the Plan ("Data"). The Grantee acknowledges and understands that Data may be transferred to any broker as designated by the Corporation and any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere (and outside the European Economic Area), and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Grantee may elect to deposit any Shares acquired upon vesting of the Performance Award. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. The Grantee understands, however, that refusing or withdrawing his or her consent may affect his or her ability to realize benefits from the Performance Award or otherwise participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

14. **Electronic Delivery:** The Corporation may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Corporation or another third party designated by the Corporation.

15. **Severability:** In the event that any provision in this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

16. **Language:** If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of

the translated version is different than the English version, the English version will control.

17. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws thereof.

18. Headings: Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.

PERFORMANCE AWARD GRANT FORM – April 2010

EXHIBIT A

Performance Goals* for Performance Period

<u>Performance Goal</u>	<u>U. S. Steel TSR Performance Relative to Peer Group</u>	<u>< 25th Percentile</u>	<u>Threshold 25th Percentile</u>	<u>Target 50th Percentile</u>	<u>Maximum 75th Percentile or Greater</u>
Payment Levels	% of Target Shares Vested	0%	50%	100%	200%

- The Performance Goal for this Performance Award grant shall be the Target percentile determined by the Committee comparing United States Steel Corporation's Total Shareholder Return to the Total Shareholder Returns of the Peer Group companies. The payout shall be calculated in accordance with the Administrative Regulations (the "Administrative Regulations") for the Long-Term Incentive Compensation Program under the 2005 Stock Incentive Plan, as amended and restated.

Notes:

- Amounts for performance between the 25th and 50th and between the 50th and 75th percentiles will be interpolated.
- Total Shareholder Return (TSR) is calculated in accordance with the Administrative Regulations.
- Peer Group – As determined by the Compensation Committee at the time of grant.

EXHIBIT B

**Additional Terms and Conditions of the
United States Steel Corporation 2005 Stock Incentive Plan
Performance Award Grant Agreement**

TERMS AND CONDITIONS

This Exhibit B includes additional terms and conditions that govern the Performance Award granted to the Grantee under the Plan if he or she resides in one of the countries listed below. Certain capitalized terms used but not defined in this Exhibit B have the meanings set forth in the Plan, the Administrative Regulations and/or the Agreement.

NOTIFICATIONS

This Exhibit B also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to participation in the Plan. The information is based on the laws in effect in the applicable countries as of April 2010. Such laws are often complex and change frequently. As a result, the Corporation strongly recommends that the Grantee not rely on the information in this Exhibit B as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time that the Grantee vests in the Performance Award or sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation, and the Corporation is not in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Grantee's situation.

Finally, if the Grantee is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable.

CANADA

TERMS AND CONDITIONS

Performance Award Payable Only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the grant of the Performance Award does not provide any right for the Grantee to receive a cash payment in settlement of the Performance Award and the Performance Award is payable in Shares only.

Securities Law Commitment on Sale of Shares. As a condition of the grant of the Performance Award and the issuance of any Shares upon vesting of the Performance Award, the Grantee undertakes to only sell, trade or otherwise dispose of any Shares issued to the Grantee under the Plan in accordance with applicable Canadian securities laws. Under current laws, this means that the Grantee will need to sell any Shares issued under the Plan using the services of a broker or dealer that is registered under Canadian provincial or territorial securities legislation. The Grantee will not be permitted to sell, trade or otherwise dispose of his or her Shares through the Company's designated U.S. plan broker, Fidelity Investments, unless such sale, trade or disposal can be executed in accordance with applicable securities laws. As legal requirements may be subject to change, Grantees are encouraged to seek specific advice about their individual situation before taking any action with respect to Shares issued to them under the Plan.

By accepting this Performance Award, the Grantee expressly agrees that he or she will consult with a personal legal advisor to address any questions that may arise regarding compliance with this requirement. The Grantee understands and agrees that he or she will be liable for any failure to comply with the foregoing provision.

SERBIA

NOTIFICATIONS

Exchange Control Information. Pursuant to the Law on Foreign Exchange Transactions (effective July 27, 2006), Serbian residents may freely acquire Shares under the Plan, however, the National Bank of Serbia generally requires reporting of the acquisition of such Shares, the value of the Shares at payment and, on a quarterly basis, any changes in the value of the underlying Shares. The Grantee is advised to consult with a personal legal advisor to determine his or her reporting obligations upon the acquisition of Shares under the Plan as such obligations are subject to change based on the interpretation of applicable regulations by the National Bank of Serbia. The Corporation reserves the right to require the Grantee to report details of the sale of his or her Shares to the Corporation or to follow such other procedures as may be established by the Corporation to comply with applicable exchange control regulations.

SLOVAK REPUBLIC

There are no country-specific provisions.

PERFORMANCE AWARD GRANT FORM – April 2010

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933.

**Restricted Stock Unit Grant Agreement
(Long-Term Incentive Compensation Program under the 2005 Stock Incentive Plan)**

United States Steel Corporation, a Delaware Corporation, herein called the Corporation, grants to the undersigned employee of the employing company identified below (the "Grantee") the number of Restricted Stock Units ("RSUs") set forth below, each of which is a bookkeeping entry representing the equivalent in value of one share of the class of common stock of the Corporation set forth below:

Name of Grantee:	PARTICIPANT NAME
Name of Employing Company on Date Hereof:	(the company recognized by the Corporation as employing the Grantee on the date hereof)
Number of RSUs Granted:	# RSUs
Date of Grant:	GRANT DATE

By my acceptance, I agree that the above-listed RSUs are granted under and governed by the terms and conditions of the Corporation's 2005 Stock Incentive Plan, as amended and restated (the "Plan"), the Corporation's Administrative Regulations for the Long-Term Incentive Compensation Program (the "Administrative Regulations"), and the Grant Terms and Conditions contained herein (the "Agreement") including the special provisions for my country of residence, if any, attached hereto as Exhibit A, as well as such amendments to the Plan and/or the Administrative Regulations as the Compensation & Organization Committee, or its successor committee (the "Committee"), may adopt from time to time.

United States Steel Corporation

Accepted as of the above date: **ACCEPTANCE DATE**

By _____
Authorized Officer

By _____
PARTICIPANT ES
Signature of Grantee

Terms and Conditions

1. **Grant:** The Corporation shall issue to the Grantee the number of RSUs set forth in this Agreement. Each RSU represents the right to receive one share of the Corporation's common stock (a "Share") on the date the restrictions applicable to the RSU are terminated (the RSU is "vested"). Unless and until the RSUs are vested in the manner set forth in Section 3 or 5 below, the Grantee will have no right to settlement of any such RSUs. Prior to settlement of any vested RSUs, such RSUs will represent an unsecured obligation of the Corporation, payable (if at all) only from the general assets of the Corporation.

2. **Period of Restriction:** The restriction period with regard to the RSUs shall commence on the date the RSUs are granted. The Grantee shall not sell, transfer, assign, pledge or otherwise encumber or dispose of any portion of the RSUs, and any attempt to sell, transfer, assign, pledge or encumber any portion of the RSUs prior to termination of restrictions shall have no effect. During the period prior to vesting or forfeiture of all or any portion of the RSUs, the Grantee shall not be entitled to vote the Shares and shall not receive dividends paid on the Shares. The Grantee shall be entitled to receive dividend equivalents, in a cash amount equal to the number of RSUs subject to restriction times the per Share dividend (if any) paid to shareholders of the Corporation's common stock; provided, however, the dividend equivalents shall not vest in, or be paid to the Grantee unless and to the extent the underlying RSUs vest as provided in Section 3 or 5 of this Agreement.

3. **Change of Control:** If the Grantee's employment is terminated within two years following a Change of Control involuntarily (except for Cause) or, in the case of participants designated as executive management at the time of the Change of Control, voluntarily for Good Reason, each unvested RSU will immediately vest.

4. **Termination of Employment:** Unless otherwise determined by the Committee, (a) unvested RSUs are forfeited if the Grantee's employment is terminated due to Termination without Consent or Termination for Cause, (b) unvested RSUs will immediately vest upon the Grantee's death during employment or termination of employment by reason of Disability, and (c) a prorated number of the RSUs scheduled to vest during the current Vesting Year will vest on the date of termination based upon the number of complete months worked during the Vesting Year in which the Grantee's termination of employment occurs by reason of Retirement or Termination with Consent. The remaining unvested RSUs are forfeited immediately upon the Grantee's termination of employment without consideration or further action required of the Corporation or Employing Company. For purposes of this agreement, (i) for U.S. tax-payers, termination shall be construed consistent with a "separation from service" under Section 409A of the Code; and (ii) for non-U.S. tax-payers, termination shall mean that the Grantee is no longer actively employed by an Employing Company, without regard to any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law). Any and all forfeitures of RSUs shall be evidenced by written notice to the Grantee. Upon the forfeiture of any RSUs, the Grantee's right to acquire any Shares hereunder will immediately terminate. Notwithstanding the foregoing, the provisions of this Section 4 are subject to the provisions of Section 3.

5. **Vesting:** Subject to Sections 3 and 4, the Grantee must continue as an active employee of an Employing Company for three years from the Date of Grant, subject to the Employing Company's right to terminate the Grantee's employment at any time, performing such duties consistent with his capabilities. The RSUs shall vest as follows: (a) upon the first anniversary of the Date of Grant, one-third of the RSUs granted on the Date of Grant shall vest, provided that the Grantee is employed by an Employing Company on such anniversary, (b) upon the two year anniversary of the Date of Grant, an additional one-third of the RSUs granted on the Date of Grant shall vest, provided that the Grantee is employed by an Employing Company on such anniversary, and (c) upon the three year anniversary of the Date of Grant, the remaining one-third of the RSUs granted on the Date of Grant shall vest, provided that the Grantee is employed by an Employing Company on such anniversary. All fractional unvested RSUs, if any, resulting from the ratable vesting shall vest as whole RSUs upon the latest vesting date.

Except as provided in Section 3 of this Agreement, notwithstanding any other terms or conditions of the Plan, the Administrative Regulations or this Agreement to the contrary, in the event of the Grantee's termination of employment (whether or not in breach of local labor laws), the Grantee's right to vest in RSUs, if any, will terminate effective as of the date that the Grantee is no longer actively employed by an Employing Company and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); the Committee shall have the exclusive discretion to determine when the Grantee is no longer actively employed for purposes of the RSUs.

6. **Settlement:** RSUs shall be automatically paid in Shares upon the vesting date of such RSUs and, subject to the other terms of the Plan, Administrative Regulations and this Agreement, the Shares will be issued to the Grantee on each vesting date; provided, further, no payments shall be made later than March 15th of the calendar year following the calendar year which includes the applicable vesting date (which payment schedule is intended to comply with the "short-term deferral" exemption from the application of Section 409A ("Section 409A") of the Code). The Corporation shall have no obligation to issue Shares unless and until the Grantee has satisfied any applicable tax withholding obligations pursuant to Section 11 below and such issuance otherwise complies with all applicable law. Upon vesting and settlement of the RSUs, one or more certificates, free of all restrictions on transferability or forfeiture except for restrictions required by applicable laws and/or regulations, shall be issued in the Grantee's name (or, in the event of the Grantee's death prior to such termination or such issuance, to the Grantee's estate) for the number of Shares subject to vested RSUs. The Grantee shall not be entitled to delivery of a certificate for any portion of the Shares until the corresponding portion of the RSUs has vested.

7. **Adjustments:** The number of RSUs awarded is subject to adjustment as provided in Section 8 of the Plan. The Grantee shall be notified of such adjustment and such adjustment shall be binding upon the Corporation and the Grantee.

8. **Interpretation and Amendments:** This Grant, the vesting and delivery of RSUs and the issuance of Shares upon vesting are subject to, and shall be administered in accordance with, the provisions of the Plan and the Administrative Regulations, as the same may be amended by the Committee from time to time, provided that no amendment may, without the consent of the Grantee, affect the rights of the Grantee under this Grant in a materially adverse manner. For purposes of the foregoing sentence, an amendment that affects the tax treatment of the RSUs shall not be considered as affecting the Grantee's rights in a materially adverse manner. All capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Plan or the Administrative Regulations. In the event of a conflict between the Plan and the Administrative Regulations, unless this Grant specifies otherwise, the Plan shall control.

9. **Compliance with Laws:** The obligations of the Corporation and the rights of the Grantee are subject to all applicable laws, rules and regulations including, without limitation, the U.S. Securities Exchange Act of 1934, as amended; the U.S. Securities Act of 1933, as amended; the U.S. Internal Revenue Code of 1986, as amended; and any other applicable U.S. and foreign laws. No Shares will be issued or delivered to the Grantee under the Plan unless and until there has been compliance with such applicable laws.

10. **Acceptance of Grant:** The Grant shall not be payable unless it is accepted by the Grantee and notice of such acceptance is received by the Stock Plan Officer.

11. **Withholding Taxes:** Regardless of any action the Corporation or the Employing Company takes with respect to any or all income tax, social security, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains his or her responsibility and may exceed the amount withheld by the Corporation or the Employing Company. Furthermore, the Grantee acknowledges that the Corporation and/or the Employing Company (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including the grant, vesting, or settlement of the RSUs or the subsequent sale of Shares; and (b) do not commit to and are under no obligation to structure the terms of the grant of the RSUs or any aspect of the Grantee's participation in the Plan to reduce or eliminate his or her liability for Tax-Related Items or to achieve any particular tax result. Further, if the Grantee has become subject to tax in more than one jurisdiction between the Date of Grant and the date of any relevant taxable event, the Grantee acknowledges that the Corporation and/or the Employing Company (or former Employing Company, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable event, the Grantee shall pay or make adequate arrangements satisfactory to the Corporation and/or the Employing Company to satisfy all withholding obligations of the Corporation and/or the Employing Company. In this regard, the Grantee authorizes the Corporation and/or the Employing Company, or their respective agents, at their discretion, to satisfy the obligations with regard to all applicable Tax-Related Items by one or a combination of the following methods:

(1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Corporation and/or the Employing Company; (2) withholding from proceeds of the sale of Shares issued upon vesting of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Corporation (on Grantee's behalf pursuant to this authorization) through such means as the Corporation may determine in its sole discretion (whether through a broker or otherwise); or (3) withholding in Shares to be issued upon vesting of the RSUs.

To avoid negative accounting treatment, the Corporation may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the Tax-Related Items are satisfied by withholding in Shares issuable upon vesting of the RSUs, for tax purposes, the Grantee is deemed to have been issued the full number of Shares subject to the RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. Finally, the Grantee shall pay to the Corporation or the Employing Company any amount of Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan. The Grantee understands that no Shares or proceeds from the sale of Shares shall be delivered to Grantee, notwithstanding the lapse of the restrictions on the RSUs, unless and until the Grantee shall have satisfied any obligation for Tax-Related Items with respect thereto.

12. **Nature of the Grant:** Nothing herein shall be construed as giving the Grantee any right to be retained in the employ of an Employing Company or affect any right which the Employing Company may have to terminate the employment of such Grantee. Further, by accepting this grant of RSUs, the Grantee acknowledges that:

- a) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted repeatedly in the past;
- b) all decisions with respect to future RSU grants, if any, will be at the sole discretion of the Committee;
- c) the Grantee is voluntarily participating in the Plan;
- d) the RSUs and the Shares subject to the RSUs are extraordinary items which do not constitute compensation of any kind for services of any kind rendered to the Corporation or to the Employing Company, and which are outside the scope of the Grantee's employment contract, if any;
- e) the RSUs and the Shares subject to the RSUs are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, dismissal, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Corporation or the Employing Company or any Subsidiary or affiliate of the Corporation;
- f) the RSUs and the Shares subject to the RSUs are not intended to replace any pension rights or compensation;
- g) the grant of RSUs will not be interpreted to form an employment contract or relationship with the Corporation, the Employing Company or any Subsidiary or affiliate of the Corporation;
- h) the future value of the Shares underlying the RSUs is unknown and cannot be predicted with certainty;
- i) in consideration of the grant of the RSUs, no claim or entitlement to compensation or damages arises from forfeiture of the RSUs resulting from termination of the Grantee's employment by the Corporation or the Employing Company (for any reason whether or not in breach of applicable labor laws) and the Grantee irrevocably releases the Corporation and the Employing Company from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen then, by accepting this grant of RSUs, the Grantee shall be deemed irrevocably to have waived his or her entitlement to pursue such a claim;
- j) it is the Grantee's sole responsibility to investigate and comply with any applicable exchange control laws in connection with the issuance and delivery of Shares pursuant to the vesting of the RSUs;
- k) the Corporation and the Employing Company are not providing any tax, legal or financial advice, nor are the Corporation or the Employing Company making any recommendations regarding the Grantee's participation in the Plan or the Grantee's acquisition or sale of the Shares underlying the RSUs; and
- l) the Grantee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

13. **Data Privacy:** *The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this document by and among, as applicable, any Employing Company and the Corporation for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.*

The Grantee understands that the Employing Company and the Corporation hold certain personal information about the Grantee, including, but not limited to, Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or Directorships held in the Corporation, details of all RSUs or any other entitlement to Shares awarded, canceled, vested, unvested or outstanding in Grantee's favor, as the Employing Company and/or the Corporation deems necessary for the purpose of implementing, administering and managing the Plan ("Data"). The Grantee acknowledges and understands that Data may be transferred to any broker as designated by the Corporation and any third parties assisting in the implementation,

administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere (and outside the European Economic Area), and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain

RESTRICTED STOCK UNIT ANNUAL GRANT FORM – April 2010

and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Grantee may elect to deposit any Shares acquired upon vesting of the RSUs. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. The Grantee understands, however, that refusing or withdrawing his or her consent may affect his or her ability to realize benefits from the RSUs or otherwise participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

14. Electronic Delivery: The Corporation may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Corporation or another third party designated by the Corporation.

15. Code Section 409A. It is the intent that the vesting or the payments of RSUs set forth in this Agreement shall either qualify for exemption from or comply with the requirements of Section 409A, and any ambiguities herein will be interpreted to so comply. The Corporation reserves the right, to the extent the Corporation deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that all vesting or settlements provided under this Agreement are made in a manner that qualifies for exemption from or complies with Section 409A; provided, however, that the Corporation makes no representation that the vesting or settlement of RSUs provided under this Agreement will be exempt from Section 409A and makes no undertaking to preclude Section 409A from applying to the vesting or settlement of RSUs provided under this Agreement. In the event that any payment to a U.S. tax-payer with respect to an RSU is considered to be based upon separation from service, and not compensation the Grantee could receive without separating from service, then such amounts may not be paid until the first business day of the seventh month following the date of the Grantee's termination if the Grantee is a "specified employee" under Section 409A of the Code upon his separation from service.

16. Severability: In the event that any provision in this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

17. Language: If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

18. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws thereof.

19. Headings: Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.

**Additional Terms and Conditions of the
United States Steel Corporation 2005 Stock Incentive Plan
Restricted Stock Unit Agreement**

TERMS AND CONDITIONS

This Exhibit A includes additional terms and conditions that govern the RSUs granted to the Grantee under the Plan if he or she resides in one of the countries listed below. Certain capitalized terms used but not defined in this Exhibit A have the meanings set forth in the Plan, the Administrative Regulations and/or the Agreement.

NOTIFICATIONS

This Exhibit A also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to participation in the Plan. The information is based on the laws in effect in the applicable countries as of April 2010. Such laws are often complex and change frequently. As a result, the Corporation strongly recommends that the Grantee not rely on the information in this Exhibit A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time that the Grantee vests in the RSUs or sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation, and the Corporation is not in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Grantee's situation.

Finally, if the Grantee is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable.

CANADA

TERMS AND CONDITIONS

RSUs Payable Only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the grant of RSUs does not provide any right for the Grantee to receive a cash payment in settlement of the RSUs upon vesting and the RSUs are payable in Shares only.

Securities Law Commitment on Sale of Shares. As a condition of the grant of RSUs and the issuance of Shares upon vesting of the RSUs, the Grantee undertakes to only sell, trade or otherwise dispose of any Shares issued to the Grantee under the Plan in accordance with applicable Canadian securities laws. Under current laws, this means that the Grantee will need to sell any Shares issued under the Plan using the services of a broker or dealer that is registered under Canadian provincial or territorial securities legislation. The Grantee will not be permitted to sell, trade or otherwise dispose of his or her Shares through the Company's designated U.S. plan broker, Fidelity Investments, unless such sale, trade or disposal can be executed in accordance with applicable securities laws. As legal requirements may be subject to change, Grantees are encouraged to seek specific advice about their individual situation before taking any action with respect to securities issued to them under the Plan.

By accepting this RSU, the Grantee expressly agrees that he or she will consult with a personal legal advisor to address any questions that may arise regarding compliance with this requirement. The Grantee understands and agrees that he or she will be liable for any failure to comply with the foregoing provision.

SERBIA

NOTIFICATIONS

Exchange Control Information. Pursuant to the Law on Foreign Exchange Transactions (effective July 27, 2006), Serbian residents may freely acquire Shares under the Plan, however, the National Bank of Serbia generally requires reporting of the acquisition of such Shares, the value of the Shares at vesting and, on a quarterly basis, any changes in the value of the underlying Shares. The Grantee is advised to consult with a personal legal advisor to determine his or her reporting obligations upon the acquisition of Shares under the Plan as such obligations are subject to change based on the interpretation of applicable regulations by the National Bank of Serbia. The Corporation reserves the right to require the Grantee to report details of the sale of his or her Shares to the Corporation or to follow such other procedures as may be established by the Corporation to comply with applicable exchange control regulations.

SLOVAK REPUBLIC

There are no country-specific provisions.

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933.

**Restricted Stock Unit Grant Agreement
(Long-Term Incentive Compensation Program under the 2005 Stock Incentive Plan)**

United States Steel Corporation, a Delaware Corporation, herein called the Corporation, grants to the undersigned employee of the employing company identified below (the "Grantee") the number of Restricted Stock Units ("RSUs") set forth below, each of which is a bookkeeping entry representing the equivalent in value of one share of the class of common stock of the Corporation set forth below:

Name of Grantee:	PARTICIPANT NAME
Name of Employing Company on Date Hereof:	(the company recognized by the Corporation as employing the Grantee on the date hereof)
Number of RSUs Granted:	# RSUs
Date of Grant:	GRANT DATE

By my acceptance, I agree that the above-listed RSUs are granted under and governed by the terms and conditions of the Corporation's 2005 Stock Incentive Plan, as amended and restated (the "Plan"), the Corporation's Administrative Regulations for the Long-Term Incentive Compensation Program (the "Administrative Regulations"), and the Grant Terms and Conditions contained herein (the "Agreement") including the special provisions for my country of residence, if any, attached hereto as Exhibit A, as well as such amendments to the Plan and/or the Administrative Regulations as the Compensation & Organization Committee, or its successor committee (the "Committee"), may adopt from time to time.

United States Steel Corporation

Accepted as of the above date: **ACCEPTANCE DATE**

By _____
Authorized Officer

By _____
PARTICIPANT ES
Signature of Grantee

Terms and Conditions

1. **Grant:** The Corporation shall issue to the Grantee the number of RSUs set forth in this Agreement. Each RSU represents the right to receive one share of the Corporation's common stock (a "Share") on the date the restrictions applicable to the RSU are terminated (the RSU is "vested"). Unless and until the RSUs are vested in the manner set forth in Section 3 or 5 below, the Grantee will have no right to settlement of any such RSUs. Prior to settlement of any vested RSUs, such RSUs will represent an unsecured obligation of the Corporation, payable (if at all) only from the general assets of the Corporation.

2. **Period of Restriction:** The restriction period with regard to the RSUs shall commence on the date the RSUs are granted. The Grantee shall not sell, transfer, assign, pledge or otherwise encumber or dispose of any portion of the RSUs, and any attempt to sell, transfer, assign, pledge or encumber any portion of the RSUs prior to termination of restrictions shall have no effect. During the period prior to vesting or forfeiture of all or any portion of the RSUs, the Grantee shall not be entitled to vote the Shares and shall not receive dividends paid on the Shares. The Grantee shall be entitled to receive dividend equivalents, in a cash amount equal to the number of RSUs subject to restriction times the per Share dividend (if any) paid to shareholders of the Corporation's common stock; provided, however, the dividend equivalents shall not vest in, or be paid to the Grantee unless and to the extent the underlying RSUs vest as provided in Section 3 or 5 of this Agreement.

3. **Change of Control:** If the Grantee's employment is terminated within two years following a Change of Control involuntarily (except for Cause) or, in the case of participants designated as executive management at the time of the Change of Control, voluntarily for Good Reason, each unvested RSU will immediately vest.

4. **Termination of Employment:** Unless otherwise determined by the Committee and notwithstanding any other terms of the Plan, the Administrative Regulations or this Agreement to the contrary, (a) unvested RSUs are forfeited if the Grantee's employment is terminated due to Retirement, Termination without Consent or Termination for Cause, and (b) unvested RSUs will immediately vest upon the Grantee's death during employment or termination of employment by reason of Disability or Termination with Consent. For purposes of this agreement, (i) for U.S. tax-payers, termination shall be construed consistent with a "separation from service" under Section 409A of the Code; and (ii) for non-U.S. tax-payers, termination shall mean that the Grantee is no longer actively employed by an Employing Company, without regard to any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law). Any and all forfeitures of RSUs shall be evidenced by written notice to the Grantee. Upon the forfeiture of any RSUs, the Grantee's right to acquire any Shares hereunder will immediately terminate. Notwithstanding the foregoing, the provisions of this Section 4 are subject to the provisions of Section 3.

5. **Vesting:** Subject to Sections 3 and 4, the Grantee must continue as an active employee of an Employing Company for three years from the Date of Grant (the "Vesting Period"), subject to the Employing Company's right to terminate the Grantee's employment at any time, performing such duties consistent with his capabilities. Notwithstanding any provisions in the Regulations to the contrary, the RSUs shall vest on the three-year anniversary of the Date of Grant, provided that the Grantee is employed by an Employing Company on such anniversary.

Except as provided in Section 3 of this Agreement, notwithstanding any other terms or conditions of the Plan, the Administrative Regulations or this Agreement to the contrary, in the event of the Grantee's termination of employment (whether or not in breach of local labor laws), the Grantee's right to vest in RSUs, if any, will terminate effective as of the date that the Grantee is no longer actively employed by an Employing Company and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); the Committee shall have the exclusive discretion to determine when the Grantee is no longer actively employed for purposes of the RSUs.

6. **Settlement:** RSUs shall be automatically paid in Shares upon the vesting date of such RSUs and, subject to the other terms of the Plan, Administrative Regulations and this Agreement, the Shares will be issued to the Grantee on the vesting date, provided further, no payment shall be made later than March 15th of the calendar year following the calendar year which includes the applicable vesting date (which payment schedule is intended to comply with the "short-term deferral" exemption from the application of Section 409A ("Section 409A") of the Code). The Corporation shall have no obligation to issue Shares unless and until the Grantee has satisfied any applicable tax withholding obligations pursuant to Section 11 below and such issuance otherwise complies with all applicable law. Upon vesting and settlement of the RSUs, one or more certificates, free of all restrictions on transferability or forfeiture except for restrictions required by applicable laws and/or regulations, shall be issued in the Grantee's name (or, in the event of the Grantee's death prior to such termination or such issuance, to the Grantee's estate) for the number of Shares subject to vested RSUs. The Grantee shall not be entitled to delivery of a certificate for any portion of the Shares until the corresponding portion of the RSUs has vested.

7. **Adjustments:** The number of RSUs awarded is subject to adjustment as provided in Section 8 of the Plan. The Grantee shall be notified of such adjustment and such adjustment shall be binding upon the Corporation and the Grantee.

8. **Interpretation and Amendments:** This Grant, the vesting and delivery of RSUs and the issuance of Shares upon vesting are subject to, and shall be administered in accordance with, the provisions of the Plan and the Administrative Regulations, as the same may be amended by the Committee from time to time, provided that no amendment may, without the consent of the Grantee, affect the rights of the Grantee under this Grant in a materially adverse manner. For purposes of the foregoing sentence, an amendment that affects the tax treatment of the RSUs shall not be considered as affecting the Grantee's rights in a materially adverse manner. All capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Plan or the Administrative Regulations. In the event of a conflict between the Plan and the Administrative Regulations, unless this Grant specifies otherwise, the Plan shall control.

9. Compliance with Laws: The obligations of the Corporation and the rights of the Grantee are subject to all applicable laws, rules and regulations including, without limitation, the U.S. Securities Exchange Act of 1934, as amended; the U.S. Securities Act of 1933, as amended; the U.S. Internal Revenue Code of 1986, as amended; and any other applicable U.S. and foreign laws. No Shares will be issued or delivered to the Grantee under the Plan unless and until there has been compliance with such applicable laws.

10. Acceptance of Grant: The Grant shall not be payable unless it is accepted by the Grantee and notice of such acceptance is received by the Stock Plan Officer.

11. **Withholding Taxes:** Regardless of any action the Corporation or the Employing Company takes with respect to any or all income tax, social security, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains his or her responsibility and may exceed the amount withheld by the Corporation or the Employing Company. Furthermore, the Grantee acknowledges that the Corporation and/or the Employing Company (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including the grant, vesting, or settlement of the RSUs or the subsequent sale of Shares; and (b) do not commit to and are under no obligation to structure the terms of the grant of the RSUs or any aspect of the Grantee's participation in the Plan to reduce or eliminate his or her liability for Tax-Related Items or to achieve any particular tax result. Further, if the Grantee has become subject to tax in more than one jurisdiction between the Date of Grant and the date of any relevant taxable event, the Grantee acknowledges that the Corporation and/or the Employing Company (or former Employing Company, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable event, the Grantee shall pay or make adequate arrangements satisfactory to the Corporation and/or the Employing Company to satisfy all withholding obligations of the Corporation and/or the Employing Company. In this regard, the Grantee authorizes the Corporation and/or the Employing Company, or their respective agents, at their discretion, to satisfy the obligations with regard to all applicable Tax-Related Items by one or a combination of the following methods: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Corporation and/or the Employing Company; (2) withholding from proceeds of the sale of Shares issued upon vesting of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Corporation (on Grantee's behalf pursuant to this authorization) through such means as the Corporation may determine in its sole discretion (whether through a broker or otherwise); or (3) withholding in Shares to be issued upon vesting of the RSUs.

To avoid negative accounting treatment, the Corporation may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the Tax-Related Items are satisfied by withholding in Shares issuable upon vesting of the RSUs, for tax purposes, the Grantee is deemed to have been issued the full number of Shares subject to the RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. Finally, the Grantee shall pay to the Corporation or the Employing Company any amount of Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan. The Grantee understands that no Shares or proceeds from the sale of Shares shall be delivered to Grantee, notwithstanding the lapse of the restrictions on the RSUs, unless and until the Grantee shall have satisfied any obligation for Tax-Related Items with respect thereto.

12. **Nature of the Grant:** Nothing herein shall be construed as giving the Grantee any right to be retained in the employ of an Employing Company or affect any right which the Employing Company may have to terminate the employment of such Grantee. Further, by accepting this grant of RSUs, the Grantee acknowledges that:

- a) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted repeatedly in the past;
- b) all decisions with respect to future RSU grants, if any, will be at the sole discretion of the Committee;
- c) the Grantee is voluntarily participating in the Plan;
- d) the RSUs and the Shares subject to the RSUs are extraordinary items which do not constitute compensation of any kind for services of any kind rendered to the Corporation or to the Employing Company, and which are outside the scope of the Grantee's employment contract, if any;
- e) the RSUs and the Shares subject to the RSUs are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, dismissal, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Corporation or the Employing Company or any Subsidiary or affiliate of the Corporation;
- f) the RSUs and the Shares subject to the RSUs are not intended to replace any pension rights or compensation;
- g) the grant of RSUs will not be interpreted to form an employment contract or relationship with the Corporation, the Employing Company or any Subsidiary or affiliate of the Corporation;
- h) the future value of the Shares underlying the RSUs is unknown and cannot be predicted with certainty;
- i) in consideration of the grant of the RSUs, no claim or entitlement to compensation or damages arises from forfeiture of the RSUs resulting from termination of the Grantee's employment by the Corporation or the Employing Company (for any reason whether or not in breach of applicable labor laws) and the Grantee irrevocably releases the Corporation and the Employing Company from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen then, by accepting this grant of RSUs, the Grantee shall be deemed irrevocably to have waived his or her entitlement to pursue such a claim;
- j) it is the Grantee's sole responsibility to investigate and comply with any applicable exchange control laws in connection with the issuance and delivery of Shares pursuant to the vesting of the RSUs;
- k) the Corporation and the Employing Company are not providing any tax, legal or financial advice, nor are the Corporation or the Employing Company making any recommendations regarding the Grantee's participation in the Plan or the Grantee's acquisition or sale of the Shares underlying the RSUs; and
- l) the Grantee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

13. **Data Privacy:** *The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this document by and among, as applicable, any Employing Company and the Corporation for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.*

The Grantee understands that the Employing Company and the Corporation hold certain personal information about the Grantee, including, but not limited to, Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Corporation, details of all RSUs or any other entitlement to Shares awarded, canceled, vested, unvested or outstanding in Grantee's favor, as the Employing Company and/or the Corporation deems necessary for the purpose of implementing, administering and managing the Plan ("Data"). The Grantee acknowledges and understands that Data may be transferred to any broker as designated by the Corporation and any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere (and outside the European Economic Area), and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Grantee may elect to deposit any Shares acquired upon vesting of the RSUs. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. The Grantee understands, however, that refusing or withdrawing his or her consent may affect his or her ability to realize benefits from the RSUs or otherwise participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

14. **Electronic Delivery:** The Corporation may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Corporation or another third party designated by the Corporation.

15. **Code Section 409A.** It is the intent that the vesting or the payments of RSUs set forth in this Agreement shall either qualify for exemption from or comply with the

requirements of Section 409A, and any ambiguities herein will be interpreted to so comply. The Corporation reserves the right, to the extent the Corporation deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that all vesting or settlements provided under this Agreement are made in a manner that qualifies for exemption from or complies with Section 409A; provided, however, that the Corporation makes no representation that the vesting or settlement of RSUs provided under this Agreement will be exempt from Section 409A and makes no undertaking to preclude Section 409A from applying to the vesting or settlement of RSUs provided under this Agreement. In the event that any payment to a U.S. tax-payer with respect to an RSU is considered to be based upon separation from service, and not compensation the Grantee could receive without separating from service, then such amounts may not be paid until the first business day of the seventh month following the date of the Grantee's termination if the Grantee is a "specified employee" under Section 409A of the Code upon his separation from service.

16. Severability: In the event that any provision in this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

17. Language: If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

18. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws thereof.

19. Headings: Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.

RESTRICTED STOCK UNIT RETENTION GRANT FORM – April 2010

**Additional Terms and Conditions of the
United States Steel Corporation 2005 Stock Incentive Plan
Restricted Stock Unit Agreement**

TERMS AND CONDITIONS

This Exhibit A includes additional terms and conditions that govern the RSUs granted to the Grantee under the Plan if he or she resides in one of the countries listed below. Certain capitalized terms used but not defined in this Exhibit A have the meanings set forth in the Plan, the Administrative Regulations and/or the Agreement.

NOTIFICATIONS

This Exhibit A also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to participation in the Plan. The information is based on the laws in effect in the applicable countries as of April 2010. Such laws are often complex and change frequently. As a result, the Corporation strongly recommends that the Grantee not rely on the information in this Exhibit A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time that the Grantee vests in the RSUs or sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation, and the Corporation is not in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Grantee's situation.

Finally, if the Grantee is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable.

CANADA

TERMS AND CONDITIONS

RSUs Payable Only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the grant of RSUs does not provide any right for the Grantee to receive a cash payment in settlement of the RSUs upon vesting and the RSUs are payable in Shares only.

Securities Law Commitment on Sale of Shares. As a condition of the grant of RSUs and the issuance of Shares upon vesting of the RSUs, the Grantee undertakes to only sell, trade or otherwise dispose of any Shares issued to the Grantee under the Plan in accordance with applicable Canadian securities laws. Under current laws, this means that the Grantee will need to sell any Shares issued under the Plan using the services of a broker or dealer that is registered under Canadian provincial or territorial securities legislation. The Grantee will not be permitted to sell, trade or otherwise dispose of his or her Shares through the Company's designated U.S. plan broker, Fidelity Investments, unless such sale, trade or disposal can be executed in accordance with applicable securities laws. As legal requirements may be subject to change, Grantees are encouraged to seek specific advice about their individual situation before taking any action with respect to securities issued to them under the Plan.

By accepting this RSU, the Grantee expressly agrees that he or she will consult with a personal legal advisor to address any questions that may arise regarding compliance with this requirement. The Grantee understands and agrees that he or she will be liable for any failure to comply with the foregoing provision.

SERBIA

NOTIFICATIONS

Exchange Control Information. Pursuant to the Law on Foreign Exchange Transactions (effective July 27, 2006), Serbian residents may freely acquire Shares under the Plan, however, the National Bank of Serbia generally requires reporting of the acquisition of such Shares, the value of the Shares at vesting and, on a quarterly basis, any changes in the value of the underlying Shares. The Grantee is advised to consult with a personal legal advisor to determine his or her reporting obligations upon the acquisition of Shares under the Plan as such obligations are subject to change based on the interpretation of applicable regulations by the National Bank of Serbia. The Corporation reserves the right to require the Grantee to report details of the sale of his or her Shares to the Corporation or to follow such other procedures as may be established by the Corporation to comply with applicable exchange control regulations.

SLOVAK REPUBLIC

There are no country-specific provisions.

BASE SALARIES OF NAMED EXECUTIVE OFFICERS

On April 26, 2010, the Compensation & Organization Committee of the Board of Directors approved annual base salaries for executive management effective July 1, 2010, increasing salaries in each case by the amount of the July 1, 2009 salary reduction announced on April 27, 2009. Effective July 1, 2010, the base salaries for our named executive officers will be as follows:

J. P. Surma	\$1,260,000
J. H. Goodish	\$ 750,000
G. R. Haggerty	\$ 585,000
J. D. Garraux	\$ 522,504
D. H. Lohr	\$ 500,000

The named executive officers listed above are also provided the following perquisites: limited personal use of corporate aircraft and automobiles; lunch service supplement; club memberships; financial planning and tax preparation services; annual physical examinations; a parking supplement; personal use of corporate properties; tickets to entertainment and sporting events; and, in the case of executives on foreign assignment, the services of a driver as well as security, housing and utility benefits.

NON EMPLOYEE DIRECTOR FEE ARRANGEMENTS

On April 27, 2010, the Board of Directors approved the return of annual retainer fees to the \$180,000 level for Non-employee directors effective July 1, 2010. Annual retainer fees had been reduced by 10% effective July 1, 2009. The Presiding Director and Committee Chairs receive an additional annual fee of \$5,000. No meeting fees or committee membership fees are paid.

United States Steel Corporation Supplemental Thrift Program
Effective January 1, 2005, Amended to June 1, 2010

1. History and Purpose

United States Steel Corporation established the United States Steel Corporation Supplemental Thrift Program (“Program”), and hereby amends and restates the Program effective January 1, 2005 as set forth herein to comply with section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), except with respect to benefits that were vested under the Program on or before December 31, 2004.

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

2. Eligibility

Except as otherwise provided herein, an individual is a “Member” of the Program if he or she is an employee of the Corporation who is eligible to participate in the either or the Plans and either (a) is a member of the Executive Management Group, or (b) is not permitted to make contributions to either of the Plans at least equal to the maximum rate of matching Company contributions applicable to his service because of the limitations of the Code.

3. Amount of Benefits

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

- (a) save on both a pre-tax and after-tax basis under either of the Plans at a rate at least equal to the maximum rate of matching Company contributions applicable to his service is restricted by law (including the limitations under Code sections 401(a)(17), 401(k), 402(g), and 415), or
- (b) save on an after-tax basis under either of the Plans at a rate at least equal to the maximum rate of matching Company contributions applicable to his service is restricted by Code section 401(m),

the full matching Company contributions which would otherwise have been deposited into the Plans on behalf of the Member will be credited for such month to the Member’s account under the Program (regardless of the Member’s rate of savings under the Plans). Effective April 1, 2005, the amount to be credited for a month to a Member’s account under the Program will be equal to a percentage of the Member’s monthly base salary that, on a year-to-date basis, is in excess of the Internal Revenue Code section 401(a)(17) annual compensation limit for the year, with such percentage determined in accordance with the following schedule:

<u>Continuous Service</u>	<u>Crediting Rate under Program</u>
1 month but less than 10 years	5.0%
10 years but less than 15 years	5.5%
15 years and over	6.0%

Effective June 1, 2010, the amount to be credited for a month to a Member's account under the Program will be equal to 6% of the Member's monthly base salary that, on a year-to-date basis, is in excess of the Internal Revenue Code section 401(a)(17) annual compensation limit for the year.

Any amount credited to a Member's account pursuant to this amendment will be subject to the requirements of Internal Revenue Code section 409A.

Beginning January 1, 2002, the amount to be credited to a Member's account in the Program (book entry only) will be credited in the same manner as if the amount had been deposited in the applicable Plan for investment in United States Steel Corporation Common Stock. Beginning November 1, 2004, 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 United States Steel Corporation Common Stock at markets close on the processing date. In addition, amounts credited to a Member's account (book entry only) as of December 31, 2001 relating to USX-U.S. Steel Group Common Stock and USX-Marathon Group Common Stock, respectively, will continue to be held in such accounts as amounts relating to United States Steel Corporation Common Stock and Marathon Oil Corporation Common Stock, respectively. Except as otherwise provided, the rules under the Plans for determining service for eligibility and vesting, Corporation stock values, share determination, beneficiary designation, and vesting will be applicable under this Program.

Effective November 30, 2005, this Program accepted a transfer of the entire value of any participant's account from the Transtar, Inc. Supplemental Thrift Program ("Transtar Program"). If an individual had an amount transferred from the Transtar Program ("Transtar Program Transfer"), such individual will be treated as a Member of this Program. Transtar Program Transfers (and future earnings thereon) will be credited in the same manner as if the amount had been deposited in the Savings Plan for investment in the Fidelity Managed Income Portfolio II – Class 3 (prior to the close of business on January 29, 2010, the Group Interest Fund).

4. Form of Benefit and Timing of Distribution

a. Lump Sum Distribution

1. Effective January 1, 2005, subject to section 4.b. below, a Member shall receive a lump sum distribution of the benefits payable under this Program upon the Member's (a) termination of employment with the Corporation with five or more years of continuous service, (b) termination of employment with the Corporation prior to attaining five years of continuous service with the consent of the Corporation, or (c) pre-retirement death. For this purpose, 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. Except as provided in section 5e., benefits provided by this Program shall be paid by the Corporation in cash out of the general assets of the Corporation. The payment date shall be on the last business day of the calendar month following the month in which such termination of employment occurred. Effective February 28, 2009, Members who retire under the 2009 Voluntary Early Retirement Program will be treated as having Company consent to retire even if they have not attained the 5-year vesting requirement under this Program at retirement.

2. In the event a Member dies prior to retirement, 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. The payment date shall be on the last business day of the calendar month following the month in which such death occurred.
3. In the event a Member dies after retirement but prior to receiving the benefits credited to his 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 scheduled payment date (i.e., the last business day of the calendar month following the month in which the Member's termination of employment occurred).

b. Delay in Payment to Specified Employees

Effective January 1, 2005, 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 lump sum distribution that is considered deferred, for purposes of Code section 409A, in taxable years beginning after December 31, 2004, shall be distributed as described in section 4.a. above, but rather shall be payable 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, simple interest will accrue and be payable, on the date specified in the preceding sentence, on the balance due using the average of the interest rates established under the Pension Benefit Guaranty Corporation regulations to determine the present value of lump sum distributions payable under the United States Steel Corporation Plan for Employee Pension Benefits (Revision of 2003) during the months included in the six-month delay period.

For purposes of this Program, a Member's entire benefit amount shall be considered deferred in taxable years beginning after December 31, 2004 if the Member had not attained at least five years of service as of December 31, 2004. For Members with at least five years of service as of December 31, 2004, their benefit determined as of December 31, 2004, plus earnings, shall be payable in accordance with the terms of the Program in effect on October 3, 2004, without any modification thereto.

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. 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 United States Steel Corporation Board of Directors (or any authorized committee of such Board) adopted in accordance with the bylaws of United States Steel 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 withholding of employment taxes, or (ii) obligations under a qualified domestic relations order.

e. No Requirement to Fund

Except as provided in this section 5e., 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.

As of December 31, 2001 (the "Effective Date"), United States Steel Corporation (and its subsidiaries and successors) and Marathon Oil Corporation (and its subsidiaries and successors) have assumed liability for a Specified Percentage of the Corporate Part, if any, of each Member's accrued benefit under the Program. The term "Corporate Part" is defined to mean the pro rata portion (based upon continuous service taken into consideration for benefit accrual purposes under the Program) of a Member's total accrued benefit under the Program as of the Effective Date which is attributable to continuous service performed for the USX Headquarters unit of USX Corporation on or after May 1, 1991 and prior to the Effective Date. The Specified Percentage is thirty-five percent (35%) for United States Steel Corporation and sixty-five percent (65%) for Marathon Oil Corporation. The term "accrued benefit" is defined to mean the number of units of Marathon Stock (as renamed the Marathon Oil Corporation common stock) and the number of units of Steel Stock (as converted to United States Steel Corporation common stock) the participant has accrued in his or her account under the Program. The assumption of liability for the Specified Portion of the Corporate Part includes the assumption of liability for future dividends attributable to such allocated units.

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 such 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.

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 the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

April 27, 2010

/s/ John P. Surma

John P. Surma
Chairman of the Board of Directors
and Chief Executive Officer

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 to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

April 27, 2010

/s/ Gretchen R. Haggerty
Gretchen R. Haggerty
Executive Vice President
and Chief Financial Officer

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

I, John P. Surma, Chairman of the Board of Directors and Chief Executive 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, 2010, 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/ John P. Surma

John P. Surma
Chairman of the Board of Directors
and Chief Executive Officer

April 27, 2010

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to United States Steel Corporation and will be retained by United States Steel Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

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, 2010, 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 27, 2010

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to United States Steel Corporation and will be retained by United States Steel Corporation and furnished to the Securities and Exchange Commission or its staff upon request.