

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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FORM 8-K

CURRENT REPORT

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

-----  
Date of Report (Date of earliest event reported):  
December 1, 2010

United States Steel Corporation

-----  
(Exact name of registrant as specified in its charter)

Delaware 1-16811 25-1897152

-----  
(State or other (Commission File (IRS Employer  
jurisdiction of Number) Identification No.)  
incorporation)

600 Grant Street, Pittsburgh, PA 15219-2800

-----  
(Address of principal executive (Zip Code)  
offices)

(412) 433-1121

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17  
CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR  
240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the  
Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the  
Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement

On December 1, 2010, United States Steel Corporation (the "Corporation") entered into a Loan Agreement (the "Agreement") in connection with the issuance and sale by the Lorain County Port Authority (the "Issuer") of \$70,000,000 of Lorain County Port Authority (State of Ohio) Recovery Zone Facility Revenue Bonds, Series 2010 (United States Steel Corporation Project) (the "Bonds"). Pursuant to the Agreement, the proceeds from the sale of the Bonds will be used to finance the costs of acquiring, constructing, equipping and installing a heat, quench and temper line and finishing tube facility at the Corporation's Lorain, Ohio plant. The Agreement obligates the Corporation to provide the trustee under the Indenture issued in connection with the Bonds with funds sufficient to pay, when due, the principal of and interest on the Bonds.

A copy of the Agreement is filed herewith as Exhibit 10.1.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The disclosure under Item 1.01 of this Form 8-K is incorporated in this Item 2.03 by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

10.1 Loan Agreement between Lorain County Port Authority and United States Steel Corporation dated as of December 1, 2010 regarding \$70,000,000 of Lorain County Port Authority (State of Ohio) Recovery Zone Facility Revenue Bonds, Series 2010 (United States Steel Corporation Project).

SIGNATURE

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

UNITED STATES STEEL CORPORATION

By /s/ Larry T. Brockway

-----  
Larry T. Brockway  
Vice President &  
Treasurer

Dated: December 2, 2010

LOAN AGREEMENT

between

LORAIN COUNTY PORT AUTHORITY

and

UNITED STATES STEEL CORPORATION

\$70,000,000

Lorain County Port Authority (State of Ohio)  
 Recovery Zone Facility Revenue Bonds  
 (United States Steel Corporation Project)  
 Series 2010

Dated as of December 1, 2010

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"Agreement" means this Loan Agreement as amended or supplemented from time to time.

"Authorized Company Representative" means any person at the time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Trustee, containing the specimen signature of that person and signed on behalf of the Company by its Secretary or any Assistant Secretary.

"Bonds" means the Issuer's \$70,000,000 Recovery Zone Facility Revenue Bonds (United States Steel Corporation Project), Series 2010, dated December 1, 2010.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Certificate" is the certificate in substantially the form attached hereto as Exhibit C.

"County" means the County of Lorain, Ohio.

"Designated Officer" means the Chair, Vice Chair, Executive Director or any other officer designated to act by board action of the Issuer.

"Event of Default" means any of the events described as an Event of Default in Section 7.01.

"Holder" or "Holder of a Bond" means the Person in whose name a Bond is registered on the Register.

"Indenture" means the Trust Indenture, dated as of December 1, 2010, by and between the Issuer and the Trustee.

"Issuer" has the meaning set forth in the first paragraph of this Agreement.

"Loan" means the loan of Bond proceeds from the Issuer to the Company as provided in Section 4.01.

"Notice Address" means:

(a) As to the Issuer:

Lorain County Port Authority  
226 Middle Avenue  
Elyria, OH 44035  
Attention: Executive Director  
Facsimile No.: (440) 328-2349

(b) As to the Company:

United States Steel Corporation  
Room 1311  
600 Grant Street  
Pittsburgh, PA 15219-4776  
Attention: Assistant Treasurer-Finance and Risk Management  
Facsimile No.: (412) 433-4765

(c) As to the Trustee:

The Bank of New York Mellon Trust Company, N.A.  
525 William Penn Place  
38th Floor  
Pittsburgh, PA 15259  
Attention: Corporate Trust Administration  
Facsimile: (412) 236-0870

or such additional or different address, notice of 1

transfer of Bonds pursuant to Section 3.06 of the Indenture.

"Trustee" means The Bank of New York Mellon Trust Company, N.A.

"Unassigned Issuer's Rights" means all of the rights of the Issuer to receive Adr

party or by which it is bound; this Agreement and the Tax Regulatory Agreement have, by proper action, been duly authorized, executed and delivered by the Company and all steps necessary have been taken to constitute this Agreement and the Tax Regulatory Agreement as valid and binding obligations of the Company.

(c) The provision of financial assist0yp







(c) any assignment\*

intended to and shall be enforceable by the Issuer and the Trustee, respectively, to the full extent permitted by law.

Section 5.03. Company Not to Adversely Affect Exclusion From Gross Income of Interest on the Bonds. The Company hereby represents that it has taken and caused to be taken, and covenants that it will take and cause to be taken, all actions that may be required of it, alone or in conjunction with the Issuer, for the interest on the Bonds to be and to remain excludable from gross income for federal income tax purposes, and represents that it has not tMdiverhWor'

~~IT IS HEREBY AGREED AND ACCEPTED BY THE TRUSTEE FOR THE GIVING OF THE REQUIRED NOTICE OF REDEMPTION,~~  
satisfactory to the Trustee for the giving of the required notice of redemption,  
(b) by giving the Issuer notice in writing of such termination and (c) by  
making full payment of Additional Payments due under Section 4.02; thereafter  
such termination shall forthwith become effective.



written notice to each other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 8.04. Extent of Covenants of Issuer; No Personal Liability. All covenants, obligations and agreements of the Issuer contained in this Agreement or the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, trustee, officer, agent or employee of the Issuer in other than his official capacity, and no official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer contained in this Agreement or in the Indenture.

Section 8.05. Binding Effect. This Agreement shall inure M in th enedic









CERTIFICATE OF ISSUER

In accordance with Section 3.01 of the Agreement, the written approval of the Issuer is hereby evidenced by the signature of the Designated Officer in reliance on the certifications of the Company as set forth above.

LORAIN COUNTY PORT AUTHORITY

Approved By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_