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

THIS SEVENTH AMENDMENT TO THE SECOND AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT, dated as of July 23, 2014 (this "Amendment"), is entered into by and among U. S. STEEL RECEIVABLES LLC, a Delaware limited liability

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

E. ~~THIS AMENDMENT~~ **AND THE RIGHTS AND OBLIGA**

THE BANK OF NOVA SCOTIA, as Funding Agent for Liberty Street Funding LLC, as CP Conduit Purchaser and The Bank of Nova Scotia, as Committed Purchaser and as LC Bank

By: /s/ Paula Czach
Name: Paula Czach
Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION, as a Committed Purchaser

By: /s/ Mark Falcione
Name: Mark Falcione
Title: Executive Vice President

PNC BANK, NATIONAL ASSOCIATION, as LC Bank for the Purchaser Group for which PNC Bank, National Association acts as Funding Agent

By: /s/ Mark Falcione
Name: Mark Falcione
Title: Executive Vice President

PNC BANK, NATIONAL ASSOCIATION, as Funding Agent for PNC Bank, National Association, as Committed Purchaser and LC Bank

By: /s/ Mark Falcione
Name: Mark Falcione
Title: Executive Vice President

THE BANK OF NOVA SCOTIA,
as Collateral Agent

By: /s/ Paula Czach
Name: Paula Czach
Title: Managing Director

WAIVER AND AMENDMENT NO. 1 TO SECOND AMENDED
AND RESTATED CREDIT AGREEMENT

WAIVER AND AMENDMENT NO. 1, dated as of July 23, 2014 (this "**Amendment**"), to the Second Amended and Restated Credit Agreement dated as of June 12, 2009 and amended and restated as of July 20, 2011 (the "**Credit Agreement**") among UNITED STATES STEEL CORPORATION (the "**Borrower**"), the LENDERS party thereto (the "**Lenders**"), including WISCONSIN TRUST BANKS party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "**Administrative Agent**") and Collateral Agent, J. P. Morgan Securities LLC and Barclays Bank PLC as Joint Lead Arrangers and Joint Bookrunners, Barclays Bank PLC, PNC Bank, National Association and The Bank of Nova Scotia as Co-Documentation Agents and Bank of America, N.A. and Citizens Bank of Pennsylvania as Co-Syndication Agents.

The parties hereto agree as follows:

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~~CONFIDENTIAL~~



that if the LIBO Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement; *provided further*, that if the Screen Rate shall not be available at such time for such Interest Period (an “**Impacted Ind**

satisfactory to the Administrative Agent) that such party has signed a counterpart hereof, and

(B) from the Borrower, for the account of each Lender that shall have executed and delivered a counterpart hereof on or prior to July 21, 2014, a consent fee in an amount of 0.05% of the amount of such Lender's Commitment; and

SECTION 2. (ii) the Borrower shall have paid (i) all expenses required to be paid pursuant to the Loan Documents (to the extent invoices shall have provided therefor) and (ii) all fees and expenses required to be paid pursuant to that certain Engagement Letter, dated as of July 9, 2014, between J.P. Morgan Securities LLC and the Borrower.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written.

UNITED STATES STEEL CORPORATION

By: /s/ L. T. Brockway
Name: L. T. Brockway
Title: Senior Vice President

Chief Risk Officer and Treasurer

JPMORGAN CHASE BANK, N.A.
as Administrative Agent, LC Issuing Bank,
Collateral Agent and Lender

By: /s/ Gitanjali Pundir
Name: Gitanjali Pundir
Title: Vice President

Bank of America, N.A.

By: /s/ Matthew Bourgeois
Name: Matthew Bourgeois
Title: Senior Vice President

THE BANK OF NEW YORK MELLON

By: /s/ William M. Feathers
Name: William M. Feathers
Title: Vice President

FIRST COMMONWEALTH BANK

By: /s/ Brian J. Sohocki
Name: Brian J. Sohocki

Title: Senior Vice President

GOLDMAN SACHS BANK USA

By: /s/ Michelle Latzoni
Name: Michelle Latzoni

Title: Authorized Signatory

HSBC Bank USA, N.A.

By: /s/ Christopher S. Helmecki
Name: Christopher S. Helmecki

Title: SVP/RM

The Huntington National Bank

By: /s/ Robert Richardson
Name: Robert Richardson

Title: Vice President

ING Bank N.V, Dublin Branch

By: /s/ Sean Hassett
Name: Sean Hassett

Title: Director

If a second signature is required:

By: /s/ Emma Condon-Kraeft
Name: Emma Condon-Kraeft

Title: Vice President

JPMorgan Chase Bank N.A.

By: /s/ Gitanjali Pundir
Name: Gitanjali Pundir

Title: Vice President

MORGAN STANLEY BANK, N.A.,
as a lender

By: /s/ Bmitriy Barskiy
Name: Bmitriy Barskiy

Title: Authorized Signatory

Natixis, New York Branch

By: /s/ Arnaud Stevens
Name: Arnaud Stevens

Title: Managing Director
If a second signature is required:

By: /s/ Paul Moisselin
Name: Paul Moisselin

Title: Vice President

THE NORTHERN TRUST COMPANY

By: /s/ Andrew Holtz
Name: Andrew Holtz

Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION

By: /s/ James P. O'Brien
Name: James P. O'Brien

Title: Assistant Vice President

SOCIETE GENERALE

By: /s/ Barbara Paulsen
Name: Barbara Paulsen

Title: Managing Director

SUMITOMO MITSUI BANKING CORPORATION

By: /s/ Masaki Sone
Name: Masaki Sone

Title: Managing Director

THE BANK OF NOVA SCOTIA

By: /s/