

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

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Date of Report (Date of earliest event reported):  
November 2, 2015

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act, the undersigned hereby certifies that the information furnished herein is true and correct and that the registrant is not a shell company.



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owner or affiliate or associate of such stockholder or beneficial owner, with respect to shares of stock of the Corporation and the stockholder's agreement to notify the Corporation in writing within 5 business days after the record date for the meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

As used in these By-Laws, the terms "affiliate" and "associate" shall have the meanings given to them by Rule 12b-2 under the Securities Exchange Act of 1934, as amended and the term "beneficially owned" shall have the meaning given to it by Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

The chairman of the meeting may, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

Section 4. . At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (c) otherwise properly brought before the meeting by a stockholder of record. For business to be properly brought before an annual meeting by a stockholder, if such business relates to the election of directors of the Corporation, the procedures in Article I, Section 3 must be complied with. If such business relates to any other matter, the stockholder must have given timely notice thereof in writing to the Secretary. To be timely, a stockholder's notice must be delivered to or mailed by first class United States mail, postage prepaid, and received at the principal executive offices of the Corporation not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting of stockholders of the Corporation; , that if the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 30 days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not later than the close of business on the 10th day following the day on which public announcement of the date of such meeting is first made. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting (a) a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend the By-

laws, the language of the proposed amendment), and the reasons for conducting such business at the annual meeting, (b) the name and address of the stockholder proposing such business, as they appear on the Corporation's books, and the beneficial owner, if any, on whose behalf the proposal is made, (c) the number of shares of each class of the capital stock of the Corporation which are owned beneficially or of record by such stockholder and such beneficial owner as of the date of the notice and the stockholder's agreement to notify the Corporation in writing within 5 business days after the record date for the meeting of the number of shares of each class of capital stock of the Corporation which are owned beneficially or of record by such stockholder or such beneficial owner as of the record date, (d) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, stock appreciation or similar rights, hedging transactions or borrowed or loaned shares) that has been entered into as of the date of the stockholder's notice by or on behalf of such stockholder or such beneficial owner or any affiliate or associate of such stockholder or beneficial owner, the intent or effect of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or beneficial owner or affiliate or associate of such stockholder or beneficial owner, with respect to shares of stock of the Corporation and the stockholder's agreement to notify the Corporation in writing within 5 business days after the record date for the meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting, and under (e) any material interest of the stockholder or any affiliate or associate of such stockholder in such business.

Notwithstanding anything to the contrary in the By-Laws of the Corporation, all business shall be conducted at any annual meeting except in accordance with the procedures set forth in this Section 4 and in Section 10 of the Articles of Incorporation, except that any stockholder proposal which complies with Rule 14a-8 of the proxy rules (or any successor provision) may be conducted at any meeting, provided that the proposal is made in writing and filed with the Secretary of the Corporation at least 30 days before the meeting.

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representation of the number so required shall constitute a quorum. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

Except as otherwise required by law, a majority of the voting power of the shares of stock entitled to vote generally at a meeting and present in person, by means of remote communication in a manner, if any, authorized by the Board in its sole discretion, or by proxy, whether or not constituting a quorum, may adjourn, from time to time, without notice other than by announcement at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. Any adjournment may be for any length of time and may be held at any place.

Section 6. The chairman of the Board, or in his or her absence a Director of the Board designated by the chairman of the Board, shall call meetings of the stockholders to order, and shall act as chairman of such meeting; , that the Board of Directors may appoint any person to act as chairman of any meeting in the absence of the chairman of the Board, or a designation by the chairman.

The Secretary of the Corporation shall act as secretary at all meetings of the stockholders; but in the absence of the Secretary at any meeting of the stockholders, the chairman of the Board, or Board of Directors, may appoint any person to act as secretary of the meeting.

Section 7. At each meeting of the stockholders, every stockholder shall be as otherwise provided in the Charter. The Board may appoint a representative of the stockholders to act as secretary of the meeting.

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the issue, transfer and registration of certificates for shares of the capital stock of the Corporation.

Section 5. . The Board of Directors may appoint one or more transfer agents or assistant transfer agents and one or more registrars of transfers, and may require all stock certificates to bear the signature of a transfer agent or assistant transfer agent and a registrar of transfers. The Board of Directors may at any time terminate the appointment of any transfer agent or any assistant transfer agent or any registrar of transfers.

Section 6. . The Board of Directors is authorized from time to time to fix in advance a date, not exceeding 60 days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, as a record date for the determination of the stockholders entitled to notice of, and to vote at, aM

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be made a party or is involved in any action, suit, or proceeding whether civil, criminal, administrative or investigative (“proceeding”) by reason of the fact that he, or a person for whom he is the legal representative, is or was a director, officer or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer or employee of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all expenses, liability, and loss reasonably incurred or suffered by such person. The Corporation shall indemnify any person seeking indemnity in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the Corporation.

Section 2. . The Corporation shall pay the expenses reasonably incurred in defending any such proceeding in advance of its final disposition; the payment of expenses incurred by a director, officer or employee in his capacity as a director, officer or employee (except with regard to service to an employee benefit plan or non-profit entity) in advance of the final disposition of the proceeding shall be made only upon the agreement by the director, officer or employee to repay all amounts advanced if it should be determined that the director, officer or employee is not entitled to be indemnified under this Article or otherwise, and , that the Corporation shall have no obligation to pay any expenses in advance pursuant to this Section 2 to any person who is or was an employee of the Corporation (other than a director or an officer) or is or was serving at the request of the Corporation as an employee of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, with respect to any proceeding by or in the right of the Corporation to procure a judgment in its favor.

Section 3. . If a claim under this Article is not paid in full within ninety days after a written claim has been received by the Corporation, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid in addition the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the claimant was not eligible for indemnification under applicable law.

Section 4. . The rights conferred on any person by this Article shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-Law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 5. . The foregoing provisions of this Article V shall be deemed to be a contract between the Corporation and any person described in Section 1 above. Any repeal or modification of this Article V shall not affect any rights or obligations then existing with respect to any acts or omissions occurring

prior to such amendment or repeal, regardless of whether any action, suit or proceeding based in whole or in part on any such acts or omissions is commenced before or after any such repeal or modification.

**ARTICLE VI.**  
**Amendments.**

The Board of Directors shall have the power to adopt, amend and repeal the By-Laws at any regular or special meeting of the Board, that notice of intention to adopt, amend or repeal the By-laws in whole or in part shall have been included in the notice of meeting; or, without any such notice, by a vote of two-thirds of the directors then in office.

Stockholders may adopt, amend and repeal the By-Laws at any regular or special meeting of the stockholders by an affirmative vote of holders of outstanding shares of the capital stock of the Corporation having two-thirds of the votes entitled to be cast thereon, that notice of intention to adopt, amend or repeal the By-Laws in whole or in part shall have been included in the notice of the meeting.

Last Revised: November 3, 2015

**United States Steel Corporation**  
**Change in Control Severance Plan**  
*Effective January 1, 2016*

**Introduction**

The Board of Directors of United States Steel Corporation recognizes that the possibility of a change in control may exist from time to time and that this possibility, and the uncertainty and questions it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Corporation and its stockholders. Accordingly, the Board has established this United States Steel Corporation Change in Control Severance Plan (the "Plan") to reinforce and encourage the continued attention and dedication of management personnel to their assigned duties in the event of a possible change in control as provided herein. The Plan is intended to be an "employee welfare benefit plan" as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with participation limited to a select group of management or

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(3) there is consummated a merger or consolidation of the Corporation or any direct or indirect subsidiary thereof with any other corporation (a "Business Combination"), other than a merger or consolidation (an "Exclu"

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Failure of a Participant to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason shall not result in the waiver of any of the Participant's rights hereunder or preclude the Participant from asserting such fact or circumstance in enforcing his or her

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### **Section 3. Participation**

3.01 Participation. The following individuals are eligible to be Participants in the Plan: (i) each executive of the Corporation at the Vice President level and above, and (ii) any other employee of the Corporation or an Affiliated Company who is designated as a Participant by the Board. The Board shall designate each Participant in the Plan and shall ~~9N1U1 1~~

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(2) The Corporation shall provide to the Participant a severance payment in the form of a cash lump sum distribution equal to his or her Current Annual Compensation multiplied by the applicable severance multiple shown in the table below; provided, however, that 0v


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years of service and age). To the extent any such benefits cannot be provided on a non-taxable basis to the Participant and the provision thereof would cause any part of the benefits to be subject to additional taxes and interest under section 409A of the Code, then the provision of such benefits shall be (a) deferred to the first business day following the six-month anniversary of the Participant's separation from service or (b) if not capable of being deferred consistent with section 409A of the Code, modified in amount and/or form of payment so that the maximum portion of the benefit can be paid and the benefit is not subject to additional taxes and interest under section 409A of the Code.

If because of the recognition of the additional three years of continuous service and age described above, the Participant's service and/or age meets or exceeds the service and/or age specified in the welfare benefit plan for eligibility for retiree medical or life insurance coverage, the Corporation will provide the Participant with an additional lump sum cash payment equal to the lump sum value of the contributions that the Corporation would have made on his or her behalf with respect to the retiree medical and life benefits (as if all such life insurance benefits were group term life insurance benefits) provided under the Corporation's welfare benefit plan. Such additional lump sum severance benefit shall be in lieu of monthly contributions made by by

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(f) . Following a Participant's Separation from Service, the Corporation shall reimburse the Participant on a timely basis for reasonable costs incurred by the Participant for outplacement services; provided such expenses must be incurred before the end of the Participant's second calendar year following the calendar year in which the Date of Termination occurs.

(g) . Except as provided in Section 4.03(d)(3), a Participant shall not be required to mitigate the amount of any payment or benefit provided for in this Section 4.03 by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in this Section 4.03 be reduced by any compensation or benefit earned by the Participant as the result of employment by another employer, including self-employment, after the Date of Termination, or otherwise.

#### 4.04 Limit on Payments.

(a) . In the event that any amount or benefit paid or distributed pursuant to this Plan, taken together with any amounts or benefits otherwise paid or distributed to the Participant by the Corporation or any Affiliated Company (collectively, the "Covered Payments"), would be an "excess parachute payment" as defined in Section 280G of the Code and would thereby subject the Participant to the tax (the "Excise Tax") imposed under Section 4999 of the Code (or any similar tax that may hereafter be imposed), the provisions of this Section 4.04 shall apply to determine the amounts payable to the Participant under this Plan.

(b) . Within 10 days following delivery of any Notice of Termination, the Corporation shall notify the Participant of the aggregate present value of all termination benefits to which the Participant would be entitled under this Plan and any other plan, program or arrangement as of the projected Date of Termination, together with the projected maximum payments, determined as of such projected Date of Termination, that could be paid without the Participant being subject to the Excise Tax.

(c) . If (1) the aggregate value of the payments and continuation of benefits to be paid or provided to the Participant under this Plan and any other plan, agreement or arrangement with the Corporation exceeds the amount which can be paid to the Participant without incurring an Excise Tax and (2) the Participant would receive a greater net-after-tax amount (taking into account all applicable taxes payable by the Participant, including any Excise Tax) by applying the limitation contained in this Section 4.04(c), then such amounts payable to the Participant under this Plan shall be reduced (such reduced payments to be referred to as the "Payment Cap") to the greater of (A) the maximum amount which may be paid hereunder without the Participant becoming subject to such an Excise Tax and (B) zero. In the event that a Participant receives reduced payments and benefits pursuant to the previous sentence, the order in which they shall be reduced is the following: (i) cash payments for outplacement services under Section 4.03(f); (ii) cash severance payments under Section 4.03(d)(2); (iii) the cash portion of retiree medical and life insurance under 4.03(d)(4); (iv) the cash payment for the Supplemental Retirement Account Benefit under Section 4.03(d)

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(d) . For purposes of determining whether any of the Covered Payments will be subject to Excise Tax and the amount of such Excise Tax:

(1) such Covered Payments will be treated as “parachute payments” within the meaning of Section 280G of the Code, and all “parachute payments” in excess of the “base amount” (as defined under Section 280G(b)(3) of the Code) shall be treated as subject to the Excise Tax, unless, and except to the extent that, in the good faith judgment of the Corporation’s independent certified public accounts appointed prior to the Applicable Event or tax counsel selected by such accountants (the “Accountants”), the

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same manner and to the same extent that the Corporation would be required to continue it if no such succession had taken place. Failure of the Corporation to obtain such assumption and agreement prior to the effectiveness of any such succession shall constitute Good Reason for the Participant to terminate employment following an Applicable Event.

5.02 ~~THE PLAN AND ANY AMOUNTS OF BENEFITS THEREUNDER ARE NOT ENFORCEABLE BY A PARTICIPANT OR HIS REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, HEIRS, DISTRIBUTEES, DEVISEES AND LEGATEES. IF A PARTICIPANT SHOULD DIE WHILE ANY AMOUNT WOULD STILL BE PAYABLE HEREUNDER, ALL SUCH AMOUNTS, UNLESS OTHERWISE PROVIDED HEREIN, SHALL BE PAID IN ACCORDANCE WITH THE TERMS OF THE PLAN TO HIS OR HER DEVISEE, LEGATEE OR OTHER DESIGNEE OR, IF THERE IS NO SUCH DESIGNEE, TO THE PARTICIPANT'S ESTATE.~~

## **Section 6. Claims and Appeals Procedures**

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reasons for the decision and make specific reference to the provisions of the Plan upon which the decision is based.

**Section 7. General Provisions**

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7.07 Exclusive Provisions of Plan. The provisions contained herein constitute the complete and exclusive statement of the terms of this Plan. 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 Plan. All reliance by any individual concerning the subject matter of this Plan shall be solely upon the provisions set forth in this document.

7.08 No Guarantee of Employment. Neither the creation of this Plan nor anything contained herein shall be construed as giving an individual hereunder any right to remain in the employ of the Corporation, or any successor to the Corporation.

7.09 No Assignment or Encumbrance. No right or benefit payable hereunder shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind by operation of law & if



a Potential Change in Control (as defined therein), that individual shall not receive any benefits under this Plan, but instead shall receive only the benefits provided under such agreement.

(c) Benefits payable under the Plan, whether paid in a lump sum or in periodic payments, will not increase or decrease the benefits otherwise available to a Participant under any retirement plan, welfare plan or any other employee benefit plan or program sponsored or maintained by the Corporation or any Affiliated Company, unless otherwise expressly provided for in any particular plan or program.

(d) Any severance benefits specified under the Plan shall be reduced by the amount of any payment required by the Company to the Participant (1) because of insufficient advance notice of employment loss as may be required by law; or (2) under applicable law because of the termination of employment.