

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

FORM 8-K

CURRENT REPORT

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

**Date of Report (Date of earliest event reported):
April 28, 2009**

United States Steel Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-16811
(Commission File Number)

25-1897152
(IRS Employer
Identification No.)

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

15219-2800
(Zip Code)

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

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

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

Item 1.01. Entry into a Material Definitive Agreement

On April 28, 2009, United States Steel Corporation (“U. S. Steel”) executed and delivered an underwriting agreement with J.P. Morgan Securities Inc. and Morgan Stanley & Co. Incorporated on behalf of themselves and the other underwriters (“Notes Underwriters”) relating to the issuance and sale of \$750,000,000 aggregate principal amount of its 4.0% Senior Convertible Notes due 2014 (“Notes”) and granted the Notes Underwriters an option to acquire up to an additional \$112,500,000 aggregate principal amount of the Notes. The Notes are senior unsecured obligations of U. S. Steel. A copy of the underwriting agreement is filed herewith as Exhibit 1.

On April 28, 2009, U. S. Steel executed and delivered an underwriting agreement with J.P. Morgan Securities Inc. and Morgan Stanley & Co. Incorporated on behalf of themselves and the other underwriters (“Stock Underwriters”) relating to the issuance and sale of 23,600,000 shares of its common stock at a price to the public of \$25.50 per share and granted the Stock Underwriters an option to acquire up to an additional 3,540,000 shares at the same price. A copy of the underwriting agreement is filed herewith as Exhibit 2.

Item 8.01. Other Events.

On April 28, 2009 U. S. Steel issued a press release announcing the pricing of both offerings. A copy of that press release is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

- 1 Underwriting agreement for 4% Senior Convertible Notes due 2014 dated April 28, 2009
- 2 Underwriting agreement for Common Stock dated April 28, 2009
- 99.1 Press release titled “U. S. Steel Announces Pricing on Common Stock and Convertible Notes Offerings”

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 **th**

UNDERWRITING AGREEMENT

United States Steel Corporation

\$750,000,000 4.00% Senior Convertible Notes due 2014

April 28, 2009

J.P. Morgan Securities Inc.
Morgan Stanley & Co. Incorporated

As Representatives of the
several Underwriters listed
in Schedule 1 hereto

c/o J.P. Morgan Securities Inc.
383 Madison Avenue
New York, New York 10179

c/o Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

United States Steel Corporation, a Delaware corporation (the "Company"), proposes to issue and sell to the several Underwriters listed in Schedule 1 hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), \$750,000,000 principal amount of its 4.00% Senior Convertible Notes due 2014 (the "Underwritten Securities") and, at the option of the Underwriters, up to an additional \$112,500,000 principal amount of 4.00% Senior Convertible Notes due 2014 (the "Option Securities"). The Underwritten Securities and the Option Securities"

The Company hereby confirms its agreement with the several Underwriters concerning the **ph** **â**



(f) *Subsidiary Organization and Good Standing.* Each subsidiary of the Company listed on Annex A (each, a “Designated Subsidiary”) has been duly incorporated or otherwise organized and is an existing corporation, limited liability company or other business entity in good standing under the laws of the jurisdiction of its incorporation or organization, with power and authority (corporate, limited liability company and other) to own its properties and conduct its business as described in the Time of Sale Information and the Prospectus; and each Designated Subsidiary of the Company is duly qualified to do business as a foreign corporation or other business entity in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to so qualify would not reasonably be expected to have a Material Adverse Effect; all of the issued and outstanding capital stock or other equity securities of each Designated Subsidiary of the Company have been duly authorized and are validly issued, fully paid and nonassessable; and the shares of capital stock or other equity securities of each Designated Subsidiary owned by the Company, directly or through subsidiaries, are owned free from liens, encumbrances and defects, except such liens, encumbrances and defects that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The entities listed on Annex A hereto include every subsidiary of the Company that is a “significant subsidiary” (as such term is defined in Rule 1-02 of Regulation S-X) of the Company.

(g) *Capitalization.* All outstanding shares of capital stock of the Company have been duly authorized and are validly issued, fully paid and non-assessable and are not subject to any pre-emptive or similar rights. The Company has an authorized capitalization as of March 31, 2009 as set forth in the Registration Statement, the Time of Sale Information and the Prospectus under the heading “Capitalization.” Except as described in or expressly contemplated by the Time of Sale Information and the Prospectus, there are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company or any of its subsidiaries, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock of the Company or any such subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options; the capital stock of the Company conforms in all material respects to the description thereof contained in the Registration Statement, the Time of Sale Information and the Prospectus.

(h) *No Broker’s Fees.* Except as disclosed in the Time of Sale Information and the Prospectus, there are no contracts, agreements or understandings between the Company and any person that would give rise to a valid claim against the Company or any Underwriter for a brokerage commission, finder’s fee or other like payment in connection with this offering.

(i) *No Registration Rights.* There are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in a registration statement filed by the Company.

(o) *Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(p) *No Violation or Default.* Neither the Company nor any of the Designated Subsidiaries is (i) in violation of its respective charter or by-laws or other organizational documents, (ii) in default in the performance of any obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument that is material to the Company and its subsidiaries, taken as a whole, to which the Company or any Designated Subsidiaries is a party or by which the Company or any Designated Subsidiaries or their respective property is bound, or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except for such defaults and violations in the case of these clauses (ii) and (iii) that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(q) *Title to Real and Personal Property.* Except as disclosed in the Time of Sale Information and the Prospectus, the Company and the Designated Subsidiaries have good and marketable title to all real properties and all other properties and assets owned by them, in each case free from liens, encumbrances and defects, except such liens, encumbrances and defects that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and except as disclosed in the Time of Sale Information and the Prospectus, the Company and its subsidiaries hold any leased real or personal property under valid and enforceable leases with no exceptions that would materially interfere with the business of the Company and its subsidiaries, taken as a whole. The Company and its subsidiaries own or lease all properties and assets necessary to conduct their business as described in the Time of Sale Information and the Prospectus.

(r) *Licenses and Permits.* The Company and the Designated Subsidiaries possess adequate certificates, authorities or permits issued by appropriate governmental agencies or bodies necessary to conduct their business as described in the Time of Sale Information and the Prospectus and have not received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit that, if determined adversely to the Company or any Designated Subsidiary, would reasonably be expected to have a Material Adverse Effect.

(s) *Descriptions of the Transaction Documents.* The Transaction Documents conform in all material respects to the descriptions thereof contained in the Time of Sale Information and the Prospectus.

(t) *No Labor Disputes.* Except as disclosed in the Registration Statement or the Prospectus, no labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(u) *Title to Intellectual Property.* The Company and the Designated Subsidiaries own, possess or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property (collectively, "intellectual property rights") necessary to conduct its

business as described in the Time of Sale Information and the Prospectus, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company or any of its Designated Subsidiaries, would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(v) *Compliance With Environmental Laws.* Except as disclosed in the Time of Sale Information and the Prospectus, neither the Company nor any of its subsidiaries is in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, “environmental laws”), owns or operates any real property contaminated with any substance that is subject to any environmental laws, is liable for any off-site disposal or contamination pursuant to any environmental laws, or is subject to any claim relating to any environmental laws, which violation, contamination, liability or claim could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; and the Company is not aware of any pending investigation which would reasonably be expected to lead to such a claim.

~~Exsef (w) Legal Proceedings.~~ Except as described in the Time of Sale Information and the Prospectus, there are no pending actions, suits or proceedings against or affecting the Company, any of its subsidiaries or any of their respective properties that, individually or in the aggregate would reasonably be expected to have a Material Adverse Effect, or would materially and adversely affect the ability of the Company to perform its obligations under this Agreement, or which are oUa

under such plan determined based on actuarial assumptions and methods that are compliant with the requirements of Code Section 430(h) and regulations thereunder; and neither the Company nor any of its affiliates has incurred, or reasonably expects to incur, any liability under Title IV of ERISA in respect of any Plan "or multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA, other than liability for the payment of required PBGC insurance premiums under Section 4007 of ERISA.

(ee) *Disclosure Controls.* The Company and its subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. As of the date of the Time of Sale Information and the Prospectus, the Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(ff) *Accounting Controls.* The Company and its subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of their respective principal executive and principal financial officers, or persons performing similar functions, 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, including, but not limited to internal accounting controls sufficient to provide reasonable assurance with respect to transactions and events that are material in relation to the financial statements of the Company and its subsidiaries.

holder thereof into shares of Common Stock in accordance with the terms of the Securities and the Indenture. The Underlying Securities reserved for issuance upon conversion of the Securities have been duly authorized and reserved, and when issued upon such conversion of the Securities in accordance with the terms of the Securities, will be duly and validly issued, fully paid and non-assessable, and will conform in all material respects to the description thereof contained in the Time of Sale Information and the Prospectus; and the issuance of the Underlying Securities will not be subject to any preemptive or similar rights.

4. Further Agreements of the Company. The Company covenants and agrees with each Underwriter that:

(a) *Filings with the Commission*. The Company will (i) pay the registration fees for this offering within the time period required by Rule 456(b)(1)(i) under the Securities Act (without giving effect to the proviso therein) and in any event prior to the Closing Date and (ii) file the Prospectus in a form approved by the Underwriters with the Commission pursuant to Rule 424 under the Securities Act not later than the close of business on the second business day following the date of determination of the public offering price of the Securities or, if applicable, such earlier time as may be required by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act. The Company will file any Issuer Free Writing Prospectus (including the Pricing Term Sheet substantially in the form of Schedule 3 hereto) to the extent required by Rule 433 under the Securities Act, and the Company will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 A.M., New York City time, on the business day next succeeding the date of this Agreement in such quantities as the Representatives may reasonably request.

(b) *Delivery of Copies*. The Company will deliver, without charge, to each Underwriter (A) a conformed copy of the Registration Statement as origi- 6

(d) *Notice to the Representatives.* The Company will advise the Representatives promptly, and confirm such advice in writing, (i) when any amendment to the Registration Statement has been filed or becomes effective; (ii) when any supplement to the Prospectus, any amendment to the Prospectus or any Issuer Free Writing Prospectus has been filed; (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information; (iv) upon receipt of notice of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus or the Prospectus or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act; (v) of the occurrence of any event within the Prospectus Delivery Period as a result of which the Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus is delivered to a purchaser, not misleading; (vi) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to the Act; (v) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to the Act.

Representatives may designate, such amendments or supplements to the Prospectus as may be necessary so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with applicable law.

(g) *Blue Sky Compliance.* The Company will qualify the Securities for offer and sale under the securities or Blue Sky laws of such U.S. jurisdictions as the Representatives shall reasonably request and will continue such qualifications in effect so long as required for distribution of the Securities; provided that the Company shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(h) *Earning Statement.* The Company will make generally available to its security holders and the Representatives as soon as practicable an earning statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the "effective date" (as defined in Rule 158) of the Registration Statement.

(i) ~~Use of Proceeds.~~ The Company will apply the net proceeds of the sale of the Securities as described in the Time of Sale Information and the Prospectus under the heading "Use of Proceeds."

(j) *No Stabilization.* The Company will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(k) *Record Retention.* The Company will, pursuant to reasonable procedures developed in good faith, retain copies of the following:

6. Conditions of Underwriters' Obligations. The obligation of each Underwriter to purchase Underwritten Securities on the Closing Date or the Option Securities on the Additional Closing Date, as the case may be, as provided herein is subject to the performance by the Company of its covenants and other obligations hereunder and to the following additional conditions:

(a) *Registration Compliance; No Stop Order.* If a post-effective amendment to the Registration Statement is required to be filed under the Securities Act, such post-effective amendment shall have become effective, and the Representatives shall have received notice thereof, not later than 5:00 p.m., New York City time, on the date hereof; no order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose, pursuant to Rule 401(g)(2) or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Securities Act) and in accordance with Section 4(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) *Representations and Warranties.* The representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the Closing Date or the Additional Closing Date, as the case may be; and the statements of the Company and its officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date or the Additional Closing Date, as the case may be.

(c) *No Downgrade.* Subsequent to the earlier of (A) the Time of Sale and (B) the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded any securities issued or guaranteed by the Company or any of its subsidiaries by any "nationally recognized statistical rating organization," as such term is defined by the Commission for purposes of Rule 436(g)(2) under the Securities Act and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of any securities issued or guaranteed by the Company or any of its subsidiaries (other than an announcement with positive implications of a possible upgrading).

(d) *No Material Adverse Change.* Subsequent to the execution and delivery of this Agreement, no event or condition of a type described in Section 3(z) hereof shall have occurred or shall exist, which event or condition is not described in the Time of Sale Information (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto) and the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Prospectus.

(e) *Officer's Certificate.* The Representatives shall have received on and as of the Closing Date or the Additional Closing Date, as the case may be, a certificate of an executive

in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by the Representatives and any such separate firm for the Company, its directors, its officers who signed the Registration Statement and any control persons of the Company shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Indemnifying Person of such request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(b) *Notice and Procedures.* Promptly after receipt by the QIU under subsection 8(a) above of notice of the commencement of any action, the QIU shall, if a claim in respect thereof is to be made against the Company under subsection 8(a), notify the Company in writing of the commencement thereof; but the omission so to notify the Company shall not rel

(b) If, after giving effect to any arrangements for the purchase of the Underwritten Securities or the Option Securities, as the case may be, of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) of this Section 10, the aggregate principal amount of such Underwritten Securities or the Option Securities, as the case may be, that remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all the Underwritten Securities or the Option Securities, as the case may be, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Underwritten Securities or the Option Securities, as the case may be, that such Underwriter agreed to purchase hereunder plus such Underwriter's pro rata share (based on the principal amount of Underwritten Securities or Optional Securities, as the case may be, that such Underwriter agreed to purchase hereunder) of the Underwritten Securities or Optional Securities, as the case may be, of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

~~Availability of~~ If, after giving effect to any arrangements for the purchase of the Underwritten Securities or the Option Securities, as the case may be, of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) of this Section 10, the aggregate principal amount of such Underwritten Securities or such Option Securities, as the case may be, that remains unpurchased exceeds one-eleventh of the aggregate principal amount of all the Underwritten Securities or the Option Securities, as the case may be, or if the Company shall not exercise the right described in paragraph (b) of this Section 10, then this Agreement shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Company, except that the Company will continue to be liable for the pay of the

(c) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(e) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(f) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

V

Schedule 1

<u>Underwriter</u>	<u>Principal Amount of Securities</u>
J.P. Morgan Securities Inc.	\$ 225,000,000
Morgan Stanley & Co. Incorporated	225,000,000
Goldman, Sachs & Co.	75,000,000
Scotia Capital (USA) Inc.	48,000,000
ABN AMRO Incorporated	22,500,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	22,500,000
PNC Capital Markets, Inc.	22,500,000
Barclays Capital Inc.	12,000,000
BNY Mellon Capital Markets, LLC	12,000,000
Citigroup Global Markets Inc.	12,000,000
Commerzbank Corporates & Markets	12,000,000
Credit Suisse Securities (USA) LLC	12,000,000
UBS Securities LLC	12,000,000
Daiwa Securities America Inc.	4,166,667
Fifth Third Securities, Inc.	4,166,667
Fortis Securities LLC	4,166,667
ING Financial Markets LLC	4,166,667
Mitsubishi UFJ Securities (USA), Inc.	4,166,667
Mizuho Securities USA Inc.	4,166,666
Natixis Bleichroeder Inc.	4,166,666
U.S. Bancorp Investments, Inc.	4,166,666
The Williams Capital Group, L.P.	4,166,667
Total	<u>\$ 750,000,000</u>

- Pricing Term Sheet, dated April 28, 2009, relating to the Securities and attached as Schedule 3 hereto.

PRICING TERM SHEET

Pricing Term Sheet dat

Barclays Capital Inc.
BNYMellon Capital Markets, LLC
Commerzbank Capital Markets Corp.
Citigroup Global Markets Inc.
Credit Suisse Securities (USA) LLC
UBS Securities LLC
Daiwa Securities America Inc.
Fortis Securities LLC
ING Financial Markets LLC
Mizuho Securities USA Inc.
Mitsubishi UFJ Securities (USA), Inc.
Natixis Bleichroeder Inc.
The Williams Capital Group, L.P.
912909108

Co-Managers

CUSIP:

Convertible notes offering

Title of securities:	4.00% Senior Convertible Notes due 2014 (the "Notes")
Aggregate principal amount offered:	\$750,000,000 (\$862,500,000 if the over-allotment option is exercised in full)
Maturity date:	May 15, 2014
Price to public/Par value:	100% / \$1,000 per note
Underwriting discount per note:	\$30.00 per note
Net proceeds to issuer after underwriting discount:	97.0%
Coupon:	4.00%
Interest payment dates:	May 15 and November 15, beginning November 15, 2009
Conversion premium over common stock offering price:	25.0%
Conversion price:	\$31.875
Conversion rate:	31.3725
Pricing date:	April 28, 2009
Closing date:	May 4, 2009
Joint Book-Running Managers:	J.P. Morgan Securities Inc. Morgan Stanley & Co. Incorporated Goldman, Sachs & Co. Scotia Capital (USA) Inc. ABN AMRO Incorporated Merrill Lynch, Pierce, FennttttFë w
Lead Managers:	

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- If the stock price is less than \$25.50 per share (subject to adjustment), no additional shares will be added to the conversion rate.

Notwithstanding the foregoing, in no event will the total number of shares of common stock issuable upon conversion of the notes exceed 39.2157 per \$1,000 principal amount of notes, subject to adjustments as described in the prospectus supplement.

If any information contained in this Pricing Term Sheet is inconsistent with information contained in the prospectus, preliminary prospectus supplement relating to the common stock offering or preliminary prospectus supplement relating to the convertible notes offering, the terms of this Pricing Term Sheet shall govern.

The issuer has filed a registration statement (including a prospectus and a related preliminary prospectus supplement) with the SEC for the offering to which this communication relates. Before you invest, you should read the preliminary prospectus supplement, the accompanying prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC web site at www.sec.gov. Alternatively, copies may be obtained from J.P. Morgan, National Statement Processing, Prospectus Library, 4 Chase Metrotech Center, CS Level, Brooklyn, New York 11245 or by calling toll-free 1-866-430-0686 or from Morgan Stanley & Co. Incorporated, Prospectus Department, 180 Varick Street 2/F, New York, NY 10014 or by calling toll-free 1-866-718-1649 or by emailing prospectus@morganstanley.com or from Merrill Lynch, Prospectus Department, 4 World Financial Center, New York, New York 10080 (for copies of the preliminary prospectus supplement relating to the common stock offering) or from Goldman Sachs, Prospectus Department, 85 Broad Street, New York, New York 10004 or by calling 212-902-1171 (for copies of the preliminary prospectus supplement relating to the convertible notes offering). Any disclaimer or other notice that may appear below is not applicable to this communication and should be disregarded. Such disclaimer or notice was automatically generated as a result of this communication being sent by Bloomberg or another email system.

Individuals required to provide lock-up agreements

Directors:

Robert J. Darnall
John G. Drosdick
Richard A. Gephardt
Charles R. Lee
Jeffrey M. Lipton
Frank J. Lucchino
Glenda G. McNeal
Seth E. Schofield
Graham B. Spanier
David S. Sutherland
Patricia A. Tracey

Executive Officers:

J. P. Surma
J. H. Goodish
G. R. Haggerty
D. H. Lohr
J. D. Garraux

Designated Subsidiaries of the Company

<u>Entity</u>	<u>Jurisdiction of Organization</u>
U. S. Steel Tubular Products, Inc.	Delaware
USS Portfolio Delaware, Inc.	Delaware
U. S. Steel Canada Inc.	Canada
U. S. Steel Global Holdings I B.V.	Netherlands
U. S. Steel Košice, s.r.o	Slovak Republic

Form of Opinion of Counsel for the Company

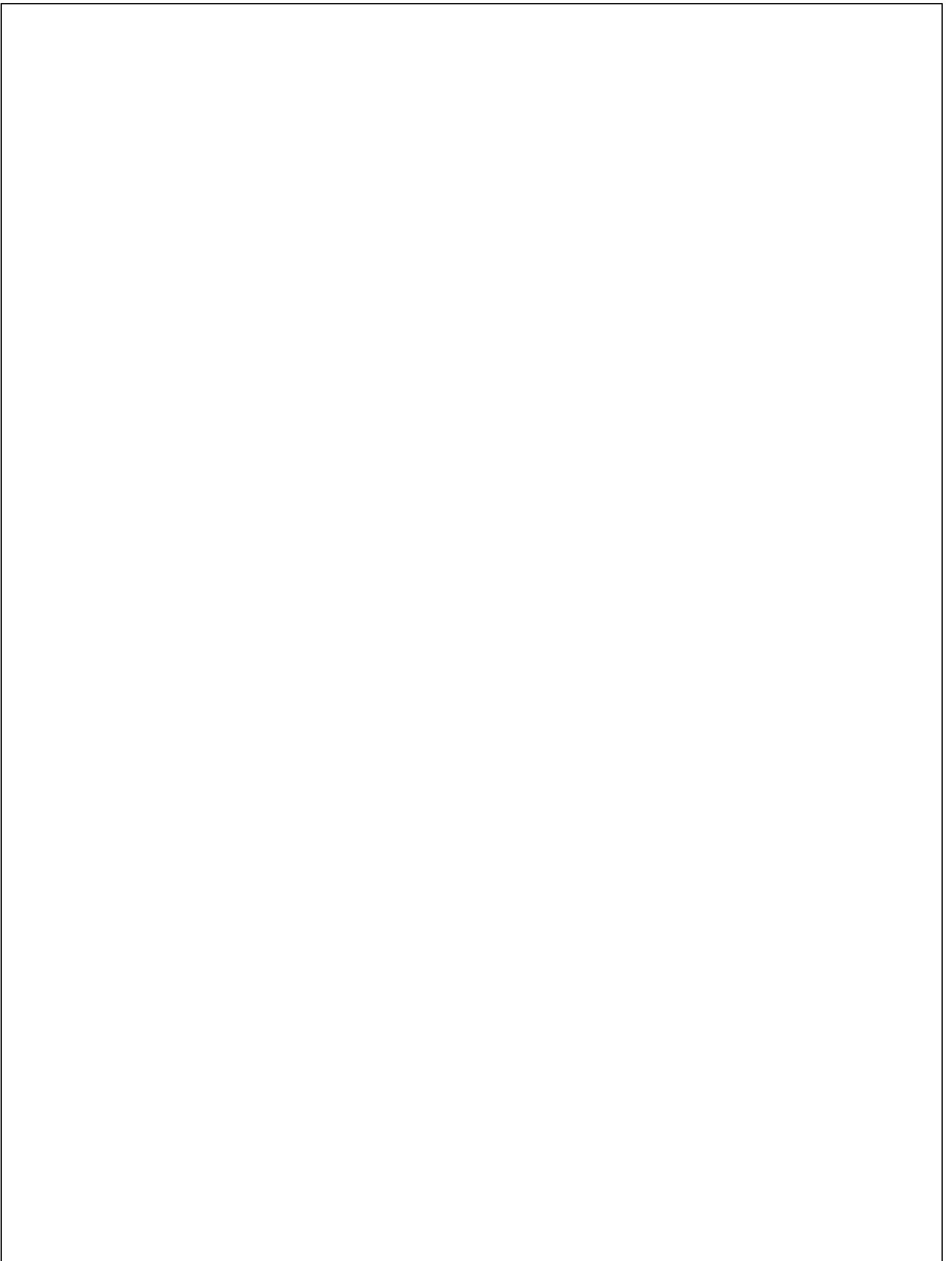
- (i) The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware;
- (ii) U.S. Steel Tubular Products, Inc. has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware;
- (iii) The Company has an authorized capitalization as set forth in the Registration Statement, the Time of Sale Information and the Prospectus under the heading “Capitalization” all of the outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and all outstanding shares of capital stock or other equity interests of each Designated Subsidiary of the Company have been duly authorized and are validly issued, fully paid and non-assessable;
- (iv) Neither the Company nor any of its U.S. subsidiaries is in violation of its certificate of incorporation or by-laws or, to such counsel’s knowledge, none of the Company nor any of the Designated Subsidiaries is in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound except for such defaults and violations that would not, individually or in the aggregate, have a Material Adverse Effect.
- (v) Each of the Company and its Designated Subsidiaries has the power and authority (corporate and other) to own its properties and conduct its business as described in the Time of Sale Information and the Prospectus; is duly qualified to do business as a foreign entity in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect;
- (vi) The Company has full right, power and authority to execute and deliver each of the Transaction Documents and to perform its obligations thereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby has been duly and validly taken;
- (vii) No consent, approval, authorization or order of, or filing with, any governmental agency or body or any court having jurisdiction over the Company, its U.S. subsidiaries or their respective properties is required for the consummation of the transactions contemplated by the Underwriting Agreement and the other Transaction Documents in connection with the issuance and sale of the Securities, the issuance of the Underlying Securities upon conversion of the Securities or the consummation of the Transactions, except for (i) the effectiveness of the Registration Statement, which is in full force and effect, and (ii) any consent, approval, authorization, or order, or filing required pursuant to state “blue sky” laws or foreign securities laws;

(viii) The Underlying Securities reserved for issuance upon conversion of the Securities have been duly and validly authorized and reserved by the Company and when issued upon exchange of the Securities in accordance with the terms thereof, will be validly issued, fully paid and non-assessable; the Underlying Securities conform to the description thereof contained in the Registration Statement, the Time of Sale Information and the Prospectus.

(ix) Except as described in the Time of Sale Information and the Prospectus, there are no pending actions, suits or proceedings against or affecting the Company, any Designated Subsidiary or any of their respective properties that, if determined adversely to the Company or any Designated Subsidiary would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, or would materially and adversely affect the ability of the Company to perform its obligations under the Underwriting Agreement; and, to such counsel's knowledge, no such actions, suits or proceedings are threatened;

(x) The execution, delivery and performance of the Transaction Documents, the issuance and sale of the Securities, the issuance of the Underlying Securities upon conversion of the Securities and compliance by the Company with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents, will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, (A) the Delaware General Corporation Law or those laws, rules and regulations of the Commonwealth of Pennsylvania and the federal laws of the United States (excluding, with respect to federal securities law, the antifraud provisions thereof), in each case, which, in such counsel's experience, are normally applicable to transactions of the type contemplated by the Underwriting Agreement, (B) the respective charters or limited liability company agreements or by-laws of the Company and the Designated Subsidiaries (other than the Designated Subsidiaries organized and existing outside the United States), (C) to such counsel's knowledge after inquiring of those employees of the Company responsible for such matters, orders of any court, regulatory tribunal, administrative agency or other governmental body having jurisdiction over the Company, any Designated Subsidiary or any of their respective properties or (D) to such counsel's knowledge after inquiring of those employees of the Company responsible for such matters, any agreement or instrument to which the Company or any Designated Subsidiary is a party or by which the Company or any Designated Subsidiary is bound or to which any of the properties of the Company or any Designated Subsidiary is subject; the Company has full power and authority to authorize, issue and sell the Securities as contemplated by the Underwriting Agreement;

(xi) (a) The Registration Statement has become effective under the Securities Act; (b) the Prospectus was filed with the Commission pursuant to Rule 424(b) under the Securities Act on the date specified therein; (c) to the best of such counsel's knowledge, no order suspending the effectiveness of the Registration Statement has been issued by the Commission, no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Company and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering has been initiated or threatened by the Commission; (d) the Registration Statement, as of the Effective Time, and the Prospectus, as of its date and as of the date hereof, and each



between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company or to require the Company to include such securities with the Securities registered pursuant to the Registration Statement or with any securities being registered pursuant to any other registration statement filed by the Company under the Securities Act;

(xix) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Time of Sale Information and the Prospectus, will not be an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended;

(xx) Neither the issuance, sale and delivery of the Securities nor the application of the proceeds thereof by the Company as described in the Registration Statement, the Time of Sale Information and the Prospectus will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors;

(xxi) USSK has been duly organized and is an existing limited liability company in good standing under the laws of the Slovak Republic, with power and authority (corporate and other) to own its properties and conduct its business as described in the Time of the Sale Information and the Prospectus; and USSK is duly qualified to do business as a foreign limited liability company in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification;

(xxii) All outstanding equity interests of USSK have been duly authorized and are validly issued, fully paid and nonassessable;

(xxiii) No consent, approval, authorization or order of, or filing with, any governmental agency or body or any court having jurisdiction over USSK, its subsidiaries or its respective properties in the Slovak Republic or any political subdivision thereof is required for the consummation of the transactions contemplated by the Underwriting Agreement in connection with the issuance and sale of the Securities by the Company or the issuance of the Underlying Securities upon conversion of the Securities;

(xxiv) The execution, delivery and performance of the Transaction Documents, the issuance and sale of the Securities and compliance by the Company, the issuance of the Underlying Securities upon conversion of the Securities with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents, will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, (A) any statute or any rule or regulation in the Slovak Republic or any political subdivision thereof, (B) the organizational documents of USSK; (C) orders of any court, regulatory tribunal, administrative agency or other governmental body having jurisdiction over USSK or any of its respective properties or (D) any agreement or instrument to which USSK is a party or by which it is bound or to which any of the properties of USSK is subject; and

(xxv) The descriptions in the Registration Statement, the Time of Sale Information and the Prospectus of statutes, legal and governmental proceedings in the Slovak Republic or

any political subdivision thereof and contracts and other documents relating to USSK are accurate and fairly present the information required to be shown; and, after inquiring of those employees of USSK responsible for such matters, such counsel does not know of (a) any legal or governmental proceedings in the Slovak Republic or any political subdivision thereof or (b) any contracts or documents affecting USSK that would reasonably be expected to have a material adverse effect upon the financial condition, business, properties or results of operations of USSK.

Such counsel shall also state that he has participated in conferences with representatives of the Company and with representatives of its independent accountants at which conferences the contents of the Registration Statement, the Time of Sale Information and the Prospectus and any amendment and supplement thereto and related matters were discussed and, although such counsel assumes no responsibility for the accuracy, completeness or fairness of the Registration Statement, the Time of Sale Information and the Prospectus and any amendment or supplement thereto (except as expressly provided), nothing has come to the attention of such counsel to cause such counsel to believe that (i) as of the applicable Effective Time, the Registration Statement or any amendment thereto, including in each case any document incorporated or deemed incorporated by reference therein, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, (ii) as of the Time of Sale, the Time of Sale Information, including in each case any document incorporated or deemed incorporated by reference therein, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iii) as of its date and as of the Closing Date, the Prospectus or any supplement or amendment thereto, including in each case any document incorporated or deemed incorporated by reference therein, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the financial statements and other financial information contained therein and information furnished to the Company in writing by the Representatives expressly for use in the Time of Sale Information or Prospectus, as to which such counsel need express no belief).

In rendering such opinion, such counsel may rely as to matters of fact on certificates of responsible officers of the Company and public officials that are furnished to the Underwriters.

The foregoing opinion shall be rendered to the Underwriters at the request of the Company and shall so state therein.

Form of Opinion of Outside Counsel for the Company

(i) The Indenture has been duly authorized, executed and delivered by the Company and has been duly qualified under the Trust Indenture Act and the Indenture, as supplemented by the Supplemental Indenture, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions;

(ii) The Supplemental Indenture has been duly authorized, executed and delivered by the Company, and is enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions;

(iii) The Securities have been duly authorized and when issued, executed and authenticated in accordance with the provisions of the Indenture, as supplemented by the Supplemental Indenture, and delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture, as supplemented by the Supplemental Indenture;

(iv) The Underwriting Agreement has been duly authorized, executed and delivered by the Company;

(v) The statements made in the Time of Sale Information and the Prospectus under the captions "Description of the notes" and "Description of the Debt Securities," insofar as they purport to constitute summaries of the terms of the Securities constitute an accurate summary of the terms of the Securities in all material respects;

(vi) The Underlying Securities reserved for issuance upon conversion of the Securities have been duly authorized and reserved, when issued by the Company upon conversion of the Securities in accordance with the terms thereof, will be validly issued, fully paid and non-assessable; and

(bii) The prospectus will v G

modified or superseded in the Registration Statement, the Time of Sale Information or the Prospectus, as the case may be, at the respective times as of which the advisements set forth in this paragraph are provided.

In rendering such opinion, such counsel may rely as to matters of fact on certificates of responsible officers of the Company and public officials that are furnished to the Underwriters.

The foregoing opinion shall be rendered to the Underwriters at the request of the Company and shall so state therein.

herein, the term "Prospectus" means the Basic Prospectus included in the Registration Statement (and any amendments thereto) as supplemented by the prospectus supplement specifically relating to the Shares in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Shares and the term "Preliminary Prospectus" means the preliminary prospectus supplement specifically relating to the Shares together with the Basic Prospectus. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus. References herein to the Registration Statement, the Basic Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein. The terms "supplement," "amendment" and "amend" as used herein with respect to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed by the Company under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (the "Exchange Act") subsequent to the date of this Agreement which are deemed to be incorporated by reference therein. For purposes of this Agreement, the term "Effective Time" means the effective date of the Registration Statement with respect to the offering of the Shares, as determined for the Company pursuant to Section 11 of the Securities Act and Item 512 of Regulation S-K, as applicable.

At or prior to the time when the first sale of the Shares is made (the "Time of Sale"), the Company will prepare certain information (collectively, the "Time of Sale Information"), which includes a Preliminary Prospectus, dated April 27, 2009, and each "free writing prospectus" (as defined pursuant to Rule 405 of the Securities Act) identified in Schedule 2 hereto.

2. Purchase of the Shares by the Underwriters.

(a) The Company agrees to issue and sell the Underwritten Shares to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the respective number of Underwritten Shares set forth opposite such Underwriter's name in Schedule 1 hereto at a price per share (the "Purchase Price") of \$24.3525. The Company will not be obligated to deliver any of the Shares except upon payment for all Shares to be purchased as provided herein.

In addition, the Company hereby grants an option to the several Underwriters as provided in this Agreement, and the Underwriters, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, to purchase, severally and not jointly, from the Company the Option Shares at the Purchase Price less an amount per share equal to any dividends or distributions declared by the Company and payable on the Underwritten Shares but not payable on the Option Shares.

If any Option Shares are to be purchased, the number of Option Shares to be purchased by each Underwriter shall be the number of Option Shares which bears the same ratio to the aggregate number of Option Shares being purchased as the number of Underwritten Shares set forth opposite the name of such Underwriter (or such number increased as set forth in Section 9 hereof) bears to the aggregate number of Underwritten Shares being purchased from the Company by the several Underwriters, subject, however, to such adjustments to eliminate any fractional Shares as the Representatives in its sole discretion shall make.

The Underwriters may exercise the option to purchase Option Shares at any time in whole, or from time to time in part, on or before the thirtieth day following the date of the Prospectus Supplement, by written notice from the Representatives to the Company. Such notice shall set forth the aggregate number of Option Shares as to which the option is being exercised and the date and time when the Option



three years prior to the date hereof; and no not reof;

Company makes no representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in any Issuer Free Writing Prospectus.

(d) *Incorporated Documents.* The documents incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, when filed with the Commission, conformed or will conform, as the case may be, in all material respects with the requirements of the Exchange Act and did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) *Company Organization and Good Standing.* The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Time of Sale Information and the Prospectus; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to so qualify would not reasonably be expected to have a material adverse effect upon the financial condition, business, properties or results of operations of the Company and its subsidiaries, taken as a whole (a "Material Adverse Effect").

(f) *Subsidiary Organization and Good Standing.* Each subsidiary of the Company listed on Annex A (each, a "Designated Subsidiary") has been duly incorporated or otherwise organized and is an existing corporation, limited liability company or other business entity in good standing under the laws of the jurisdiction of its incorporation or organization, with power and authority (corporate, limited liability company and other) to own its properties and conduct its business as described in the Time of Sale Information and the Prospectus; and each Designated Subsidiary of the Company is duly qualified to do business as a foreign corporation or other business entity in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to so qualify would not reasonably be expected to have a Material Adverse Effect; all of the issued and outstanding capital stock or other equity of

(o) *Title to Real and Personal Property.* Except as disclosed in the Time of Sale Information and the Prospectus, the Company and the Designated Subsidiaries have good and marketable title to all real properties and all other properties and assets owned by them, in each case free from liens, encumbrances and defects, except such liens, encumbrances and defects that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and except as disclosed in the Time of Sale Information and the Prospectus, the Company and its subsidiaries hold any leased real or personal property under valid and enforceable leases with no exceptions that would materially interfere with the business of the Company and its subsidiaries, taken as a whole. The Company and its subsidiaries own or lease all properties and assets necessary to conduct their business as described in the Time of Sale Information and the Prospectus.

(p) *Licenses and Permits.* The Company and the Designated Subsidiaries possess adequate certificates, authorities or permits issued by appropriate governmental agencies or bodies necessary to conduct their business as described in the Time of Sale Information and the Prospectus and have not received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit that, if determined adversely to the Company or any Designated Subsidiary, would reasonably be expected to have a Material Adverse Effect.

(q) *No Labor Disputes.* Except as disclosed in the Registration Statement or Prospectus, no labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(r) *Title to Intellectual Property.* The Company and the Designated Subsidiaries own, possess or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property (collectively, "intellectual property rights") necessary to conduct its business as described in the Time of Sale Information and the Prospectus, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company or any of its Designated Subsidiaries, would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(s) *Compliance With Environmental Laws.* Except as disclosed in the Time of Sale Information and the Prospectus, neither the Company or any of its subsidiaries is in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "environmental laws"), owns or operates any real property contaminated with any substance that is subject to any environmental laws, is liable for any off-

(ee) *No Unlawful Payments.* Neither the Company nor any of its subsidiaries nor, to the best knowledge of the Company, any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(ff) *Compliance with Money Laundering Laws.* The operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(gg) *Compliance with OFAC.* None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”); and the Company will not, directly or indirectly, knowingly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(hh) *No Stabilization.* The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Shares.

(ii) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Time of Sale Information and the Prospectus, will not be an “investment company” as defined in the Investment Company Act of 1940.

(jj) *Status under the Securities Act.* The Company is not an ineligible issuer and is a well-known seasoned issuer, in each case as defined under the Securities Act, in each case at the times specified in the Securities Act in connection with the offering of the Shares.

(kk) *Statistical and Market Data.* Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in the Registration Statement, the Time of Sale Information and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

(ll) *Forward-Looking Statements.* No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Registration Statement, the Time of Sale Information or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.



agreement that transfers, in whole or in part, any of the economic consequences



furnished to the Representatives, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the Company's financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus; provided, that the letter delivered on the Closing Date or the Additional Closing Date, as the case may be, shall use a "cut-off" date no more than three business days prior to the Closing Date or such Additional Closing Date, as the case may be.

(g) *Opinion of Counsel for the Company.* Counsel for the Company shall have furnished to the Representatives, at the request of the Company, its written opinions, dated the Closing Date or the Additional Closing Date, as the case may be, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, to the effect set forth in Annex B hereto.

(h) *Opinion and Negative Assurance Statement of Outside Counsel for the Company.* Morgan, Lewis & Bockius LLP, counsel for the Company, shall have furnished to the Representatives, at the request of the Company, an opinion and negative assurance statement, dated the Closing Date or the Additional Closing Date, as the case may be, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, to the effect set forth in Annex C hereto.

(i) *Opinion of Canadian Counsel for the Company.* Canadian counsel for the Company shall have furnished to the Representatives, at the request of the Company, its written opinions, dated the Closing Date or the Additional Closing Date, as the case may be, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, to the effect set forth in Annex D hereto.

(j) *No Legal Impediment to Issuance.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date or the Additional Closing Date, as the case may be, prevent the issuance or sale of the Shares; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date or the Additional Closing Date, as the case may be, prevent the issuance or sale of the Shares.

(k) *Good Standing.* The Representatives shall have received on and as of the Closing Date or the Additional Closing Date satisfactory evidence of the good standing of the Company and its Designated Subsidiaries, other than the Designated Subsidiaries organized and existing outside the United States, in their respective jurisdictions of organization and their good standing in such other jurisdictions as the Representatives may reasonably request, in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(l) *Exchange Listing.* The Shares to be delivered on the Closing Date or Additional Closing Date, as the case may be, shall have been approved for listing on the New York Stock Exchange, subject to official notice of issuance.

(m) *Lock-up Agreements.* The "lock-up" agreements, each substantially in the form of Exhibit A hereto, between the Representatives and the officers and directors of the Company listed on Scheopréis



on the other from the offering of the Shares or (ii) if the allocation provided by clause (i) is not permitted by appli**b**

Act of the [redacted] Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any Time of Sale Information and the Prospectus (including all exhibits, amendments and supplements thereto in connection therewith) and the distribution thereof; (iii) the costs of reproducing and distributing each of this Agreement; (iv) the fees and expenses of the Company's counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification of the Shares under the state or foreign securities or blue sky laws of such jurisdictions as the Representatives may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related fees and expenses of counsel for the Underwriters); (vi) the cost of preparing stock certificates; (vii) the fees and expenses of any transfer agent and any registrar (including the related fees and expenses of any counsel to such parties); (viii) all expenses and application fees incurred in connection with any filing with, and clearance of the offering by, the Financial Industry Regulatory Authority; (ix) all expenses incurred by the Company in connection with any "road show" presentation to potential investors; and (x) all expenses and application fees related to the listing of the Shares on the New York Stock Exchange.

(b) If (i) this Agreement is terminated pursuant to Section 8, (ii) the Company for any reason fails to tender the Shares for delivery to the Underwriters or (iii) the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, other than due to a termination pursuant to Section 9, the Company agrees to reimburse the Underwriters for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with this Agreement and the offering contemplated hereby.

11. Persons Entitled to Benefit of Agreement This Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, assigns, personal representatives, legal representatives, successors and assigns.

(b) *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given upon receipt at the addresses set forth in the following sentence. Notices to the Underwriters shall be given to the Representatives or c/o J.P. Morgan Securities Inc., 383 Madison Avenue, New York, New York 10179 (fax: (212) 622-8358), Attention: Equity Syndicate Desk; or c/o Morgan Stanley & Co. Incorporated, 1585 Broadway, New York, NY 10036 (fax: 212-761-0316), Attention: Equity Capital Markets Syndicate Desk. Notices to the Company shall be given to it at 600 Grant Street, Pittsburgh, PA 15219-9776 (fax: 412-433-1145), Attention: Robert M. Stanton, Assistant General Counsel.

(c) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(e)

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

UNITED STATES STEEL CORPORATION

By: /s/ L. T. Brockway

Name: L. T. Brockway

Title: Vice President & Treasurer

Accepted: April 28, 2009

J.P. MORGAN SECURITIES INC.

For itself and on behalf of the several Underwriters listed in Schedule 1 hereto.

By: /s/ Eddy Allegaert

Authorized Signatory

MORGAN STANLEY & CO. INCORPORATED

For itself and on behalf of the several Underwriters listed in Schedule 1 hereto.

By: /s/ Kenneth Pott

Authorized Signatory

<u>Underwriter</u>	<u>Number of Shares</u>
J.P. Morgan Securities Inc.	7,080,000
Morgan Stanley & Co. Incorporated	7,080,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	2,360,000
Scotia Capital (USA) Inc.	1,652,000
ABN AMRO Incorporated	708,000
Goldman, Sachs & Co.	708,000
PNC Capital Markets, Inc.	708,000
Barclays Capital Inc.	377,600
BNY Mellon Capital Markets, LLC	377,600
Citigroup Global Markets Inc.	377,600
Commerzbank Corporates & Markets	377,600
Credit Suisse Securities (USA) LLC	377,600
UBS Securities LLC	377,600
Daiwa Securities America Inc.	148,343
Fortis Securities LLC	148,343
ING Financial Markets LLC	148,343
Mitsubishi UFJ Securities (USA), Inc.	148,343
Mizuho Securities USA Inc.	148,343
Natixis Bleichroeder Inc.	148,343
The Williams Capital Group, L.P.	148,342

- Pricing Term Sheet, dated April 28, 2009, relating to the Shares and attached as Schedule 3 hereto.

PRICING TERM SHEET

Pricing Term Sheet dated April 28, 2009

Filed pursuant to Rule 433
Registration File No. 333-141080
Supplementing the Preliminary
Prospectus Supplements dated
April 27, 2009 and the
Prospectus dated March 5, 2007

United States Steel Corporation

Concurrent Offerings of
23.6 million shares of Common Stock, par value \$1.00 per share
(the "common stock offering")
and
\$750 million aggregate principal amount of 4.00% Senior Convertible Notes due 2014
(the "convertible notes offering")

This free writing prospectus relates only to the concurrent offerings of shares of Common Stock and 4.00% Senior Convertible Notes due 2014 and should be read together with (1) the preliminary prospectus supplement, dated April 27, 2009, relating to the common stock offering, including the documents incorporated therein by reference, (2) the preliminary prospectus supplement, dated April 27, 2009, relating to the convertible notes offering, including documents incorporated therein by reference, and (3) the related

Senior Co-Managers:

Barclays Capital Inc.
BNYMellon Capital Markets, LLC
Commerzbank Capital Markets Corp.
Citigroup Global Markets Inc.
Credit Suisse Securities (USA) LLC
UBS Securities LLC

Co-Managers

Daiwa Securities America Inc.
Fortis Securities LLC
ING Financial Markets LLC
Mizuho Securities USA Inc.
Mitsubishi UFJ Securities (USA), Inc.
Natixis Bleichroeder Inc.
The Williams Capital Group, L.P.

CUSIP:

912909108

Convertible notes offering

Title of securities:

4.00% Senior Convertible Notes due 2014 (the "Notes")

Aggregate principal amount offered:

\$750,000,000 (\$862,500,000 if the over-allotment option is exercised in full)

Maturity date:

May 15, 2014

Price to public/Par value:

100% / \$1,000 per note

Underwriting discount per note:

\$30.00 per note

Net proceeds to issuer after underwriting discount:

97.0%

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Ratings:

S&P: BB (stable outlook)
 Moody's: Ba3 (outlook negative)
 Fitch: BBB- (outlook negative)

Investors are cautioned that a security rating is not a recommendation to buy, sell or hold securities, that it is subject to revision or withdrawal at any time by the assigning rating organization, and that each rating should be evaluated independently of any other rating.

Adjustment to Conversion Rate Upon Certain Fundamental Changes:

If a "fundamental change" (as defined in the prospectus supplement) occurs and a holder of notes elects to convert its notes in connection with such fundamental change, the Company will, under certain circumstances, increase the conversion rate for the notes so surrendered for conversion. The following table sets forth the number of additional shares to be received per \$1,000 principal amount of notes for each stock price and effective date set forth below:

Stock price on fundamental change date

<u>Effective Date</u>	<u>\$25.50</u>	<u>\$30.00</u>	<u>\$36.00</u>	<u>\$42.00</u>	<u>\$48.00</u>	<u>\$54.00</u>	<u>\$60.00</u>	<u>\$66.00</u>	<u>\$72.00</u>	<u>\$78.00</u>	<u>\$84.00</u>	<u>\$90.00</u>	<u>\$96.00</u>	<u>\$102.00</u>
May 4, 2009	7.8432	6.1610	4.4041											

Notwithstanding the foregoing, in no event will the total number of shares of common stock issuable upon conversion of the notes exceed 39.2157 per \$1,000 principal amount of notes, subject to adjustments as described in the prospectus supplement.

If any information contained in this Pricing Term Sheet is inconsistent with information contained in the prospectus, preliminary prospectus supplement relating to the common stock offering or preliminary prospectus supplement relating to the convertible notes offering, the terms of this Pricing Term Sheet shall govern.

The issuer has filed a registration statement (including a prospectus and a related preliminary prospectus supplement) with the SEC for the offering to which this communication relates. Before you invest, you should read the preliminary prospectus supplement, the accompanying prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC web site at www.sec.gov. Alternatively, copies may be obtained from J.P. Morgan, National Statement Processing, Prospectus Library, 4 Chase Metrotech Center, CS Level, Brooklyn, New York 11245 or by calling toll-free 1-866-430-0686 or from Morgan Stanley & Co. Incorporated, Prospectus Department, 180 Varick Street 2/F, New York, NY 10014 or by calling toll-free 1-866-718-1649 or by emailing prospectus@morganstanley.com or from Merrill Lynch, Prospectus Department, 4 World Financial Center, New York, New York 10080 (for copies of the preliminary prospectus supplement relating to the common stock offering) or from Goldman Sachs, Prospectus Department, 85 Broad Street, New York, New York 10004 or by calling 212-902-1171 (for copies of the preliminary prospectus supplement relating to the convertible notes offering). Any disclaimer or other notice that may appear below is not applicable to this communication and should be disregarded. Such disclaimer or notice was automatically generated as a result of this communication being sent by Bloomberg or another email system.

Individuals required to provide lock-up agreements

Directors:

Robert J. Darnall

John G. Drosdick

Richard A. Gephardt

Designated Subsidiaries of the Company

<u>Entity</u>	<u>Jurisdiction of Organization</u>
U. S. Steel Tubular Products, Inc.	Delaware
USS Portfolio Delaware, Inc.	Delaware
U. S. Steel Canada Inc.	Canada
U. S. Steel Global Holdings I B.V.	Netherlands
U. S. Steel Košice, s.r.o	Slovak Republic



Such counsel shall also state that he has participated in conferences with representatives of the Company and with representatives of its independent accountants at which conferences the contents of the Registration Statement, the Time of Sale Information and the Prospectus and any amendment and supplement thereto and related matters were discussed and, although such counsel assumes no responsibility for the accuracy, completeness or fairness of the Registration Statement, the Time of Sale Information and the Prospectus and any amendment or supplement thereto (except as expressly provided), nothing has come to the attention of such counsel to cause such counsel to believe that (i) as of the applicable Effective Time, the Registration Statement or any amendment thereto, including in each case any document incorporated or deemed incorporated by reference therein, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, (ii) as of the Time of Sale, the Time of Sale Information, including in each case any document incorporated or deemed incorporated by reference therein, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iii) as of its date and as of the Closing Date, the Prospectus or any supplement or amendment thereto, including in each case any document incorporated or deemed incorporated by reference therein, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the financial statements and other financial information contained therein and information furnished to the Company in writing by the Representatives expressly for use in the Time of Sale Information or Prospectus, as to which such counsel need express no belief).

In rendering such opinion, such counsel may rely as to matters of fact on certificates of responsible officers of the Company and public officials that are furnished to the Underwriters.

The foregoing opinion shall be rendered in light of the limitations to which it is subject.

Form of Opinion of Canadian Counsel for the Company

(i) U. S. Steel Canada Inc. is a corporation existing under underko bp

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

News



Contact: Media
Erin DiPietro
412.433.6845
Analysts/Investors
Dan Lesnak
412.433.1184

FOR IMMEDIATE RELEASE

**UNITED STATES STEEL CORPORATION ANNOUNCES PRICING ON
COMMON STOCK AND CONVERTIBLE NOTES OFFERINGS**

PITTSBURGH, April 28, 2009 – United States Steel Corporation (NYSE: X) today announced that it has priced its public offerings of common stock and convertible notes. The offerings were made pursuant to the Company’s shelf registration statement filed with the Securities and Exchange Commission.

The Company announced that it has agreed to sell 23,600,000 shares of its common stock at a public offering price of \$25.50 per share. The Company has also granted the underwriters a 30-day option to purchase up to an additional 3,540,000 shares of common stock on the same terms and conditions to cover over-allotments, if any.

The Company also announced the pricing of its public offering of \$750,000,000 aggregate principal amount of 4.00% Senior Convertible Notes due 2014 (the “Notes”). The Company has granted the underwriters a 30-day option to purchase up to an additional \$112,500,000 aggregate principal amount of the Notes on the same terms and conditions to cover over-allotments, if any. The Notes will pay interest semi-annually in arrears at a rate of 4.00% per year and will mature on May 15, 2014, unless earlier repurchased or converted. Holders may convert their Notes into shares of common stock at their option any time prior to the close of business on the second scheduled trading day immediately preceding the maturity date. The conversion rate will initially

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