

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

December 31, 2001
Date of Report (Date of earliest event reported)

of e--W-- UNITE e-eUNIFED STATE STEEL CORPORATION

(Exact Name of Registrant as Specified in Charter)

Delaware

1-16811

25-1897152

State or Other Jurisdiction of Commission ein e aseSpee H e He---e---e--Sppp -- -' ---

in integrated steel operations and to develop, mine, produce, manufacture, construct, transport, buy, hold, sell and generally deal in products, materials, property, both tangible and intangible, and services of all kinds.

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is Two Hundred and Fourteen Million (214,000,000), of which Two Hundred Million (200,000,000) shares to

their respective successors are duly elected and qualified. If the number

FOURTEENTH: The name and mailing address of the Sole Incorporator is as follows:

Name	Address
Deborah M. Reusch	P.O. Box 636 Wilmington, DE 19899

FIFTEENTH: This Certificate of Incorporation shall be effective as of 11:59 p.m. on December 31, 2001.

I, THE UNDERSIGNED, being the Sole Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the GCL, do make this Certificate of Incorporation, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 31st day of December, 2001.

/s/ Deborah M. Reusch

Deborah M. Reusch
Sole Incorporator

EXHIBIT 99.2

BY-LAWS

of

UNITED STATES STEEL CORPORATION

(hereinafter called the "Corporation")

December 31, 2001

ARTICLE I.
Stockholders.

Section 1. Time and Place of Meetings of Stockholders. Unless the time and place of the annual meeting of stockholders for the purpose of electing directors and transacting such other business as may be brought before the meeting are changed by the Board of Directors, as may be done from time to time, provided that all legal requirements for such change and notice to stockholders are observed, such annual meeting of stockholders of the Corporation shall be held on the last Tuesday in April in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding Tuesday which is not a legal holiday.

Special meetings of the stockholders may be called by the Board of Directors to be held at such time and place and for such purpose or purposes as are specified in such call.

Neither the annual meeting nor any special meeting of stockholders shall be held on a day which is a legal holiday.

the Board of Directors in each year (at which a quorum shall be present) held next after the annual meeting, the Board of Directors shall proceed to the election of the principal officers of the Corporation to be elected by the Board of Directors under the provisions of Article III of these By-Laws.

ARTICLE III.
Officers.

Section 1. Officers. The principal officers of the Corporation shall be a Chairman of the Board of Directors, one or more Vice Chairmen of the Board of Directors, a President, one or more Executive Directors, one or more Executive Vice Presidents, one or more Group Presidents, a Senior Vice President-Finance, a General Counsel, a Treasurer, a Secretary and a Comptroller, none of whom need be directors. All such principal officers shall be elected by the Board of Directors. Each principal officer who shall be a member of the Board of Directors shall be considered an Officer-Director.

The Board of Directors or any committee or officer designated by it may appoint such other officers as it or he shall deem necessary, who shall have such authority and shall perform such duties as from time to time may be assigned to them by or with the authority of the Board of Directors.

One person may hold two or more offices.

In its discretion, the Board of Directors may leave unfilled any office.

All officers, agents and employees shall be subject to removal at any time by the Board of Directors. All officers, agents and employees, other than officers elected by the Board of Directors, shall hold office at the discretion of the committee or of the officer appointing them.

Each of the salaried officers of the Corporation shall devote his entire time, skill and energy to the business of the Corporation, unless the contrary is expressly consented to by the Board of Directors.

Section 2. Powers and Duties of the Chairman of the Board. The Chairman of the Board of Directors shall be the chief executive officer of the Corporation and, subject to the Board of Directors, shall be in general charge of the affairs of the Corporation. He shall preside at all meetings of the stockholders and of the Board of Directors.

Section 3. Powers and Duties of the Vice Chairmen of the Board, the President and the Executive Directors. Subject to the Chairman of the Board of Directors and the Board itself, the Vice Chairmen of the Board, the President and the Executive Directors shall have such duties as may be assigned to them by the Chairman of the Board of Directors or the Board itself.

Section 4. Executive Vice Presidents, Group Presidents and Senior Vice President-Finance. Each Executive Vice President, each Group President and the Senior Vice President-Finance shall have such authority, and shall perform such duties, as may be assigned to him.

Section 5. The General Counsel. The General Counsel shall be the chief consulting officer of the Corporation in all legal matters and, subject to the Chairman of the Board of Directors and the Board itself, shall have general control of all matters of legal import concerning the Corporation.

Section 6. Powers and Duties of Treasurer. Subject to the officer designated by the Board of Directors, the Treasurer shall have custody of all the funds and securities of the Corporation which may have come into his hands; when necessary or proper he shall endorse, or cause to be endorsed, on behalf of the Corporation, for collection, checks, notes and other obligations, and shall cause the deposit of same to the credit of the Corporation in such bank or banks or depository as the Board of Directors may designate or as the Board of Directors by resolution may authorize; he shall sign all receipts and vouchers for payments made to the Corporation other than routine receipts and vouchers, the signing of which he may delegate; he shall sign all checks made by the Corporation; provided, however, that the Board of Directors may authorize and prescribe by resolution the manner in which checks drawn on banks or depositories shall be signed, including the use of facsimile signatures, and the manner in which officers, agents or employees shall be authorized to sign; he may sign with the President or a vice president all certificates of shares in the capital stock; whenever required by the Board of Directors, he shall render a statement of his cash account; he shall enter regularly, in books of the Corporation to be kept by him for the purpose, full and accurate account of all moneys received and paid by him on account of the Corporation; he shall, at all reasonable times, exhibit his books and

Directors may at any time terminate the appointment of any transfer agent or any assistant transfer agent or any registrar of transfers.

Section 4. Fixing Date for Determination of Stockholders' Rights. 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 take effect, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

Section 5. Dividends. The Board of Directors may from time to time declare such dividends as they shall deem advisable and proper, subject to such restrictions as may be imposed by law and the Corporation's Certificate of Incorporation.

Section 6. Facsimile Signatures. In addition to the provisions for the use of facsimile signatures elsewhere specifically authorized in these By-Laws, facsimile signatures of any officer or officers of this Corporation may be used whenever and as authorized by the Board of Directors.

Section 7. Corporate Seal. The Board of Directors shall provide a seal for the Corporation, which shall be in the form of a circle containing the following words: "The Board of Directors of the Corporation".

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.

ARTICLE VI.
Amendments.

Section 1. 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, provided 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, provided 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.

EXHIBIT 99.3

TAX SHARING AGREEMENT

dated as of December 31, 2001

between

USX Corporation
(to be renamed "Marathon Oil Corporation")

and

United States Steel LLC
(to be renamed "United States Steel Corporation")

TAX SHARING AGREEMENT

This TAX SHARING AGREEMENT is entered into as of December 31, 2001, by and among USX Corporation ("USX") (to be renamed Marathon Oil Corporation), a Delaware corporation (together with its successors, "Marathon") and United States Steel LLC (to be converted into a corporation named United States Steel Corporation), a Delaware limited liability company (together with its successors, "United States Steel").

RECITALS

WHEREAS, pursuant to the tax laws of various jurisdictions, the affiliated group of which USX is the common parent files certain tax returns on a consolidated, combined, unitary, or other group basis;

WHEREAS, the Board of Directors of USX has determined that it is in the best interests of USX and its stockholders to effect a reorganization and distribute all of the outstanding shares of United States Steel Corporation to the holders of the USX-U. S. Steel Group common stock in complete redemption of such stock (the "Distribution");

WHEREAS, in this Agreement, the parties have set forth certain representations and covenants that support the treatment of the Distribution as a transaction described in Section 355 of the Internal Revenue Code of 1986, as amended;

WHEREAS, in this Agreement, the parties have set forth the rights and obligations of Marathon and its affiliates and United States Steel and its affiliates with respect to the handling and allocation of certain Federal, state, local, foreign, and other taxes incurred in taxable periods beginning prior to the Distribution, and various other tax matters of the USX Consolidated Group;

WHEREAS, the allocation of certain Federal, state, local, foreign,

and other taxes incurred in taxable periods beginning prior to the Distribution set forth in this Agreement shall incorporate, to the greatest extent possible, the tax sharing principles detailed in the USX Tax Allocation and Settlement Policy effective as of 1991 and as amended and restated as of August 26, 1997.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions.

As used herein, the following terms shall have the following meanings:

"Agreement" shall mean this Tax Sharing Agreement dated as of December 31, 2001.

"Agreement and Plan of Reorganization" shall mean the Agreement and Plan of Reorganization dated as of July 31, 2001, by and among USX and United States Steel LLC.

"Business Day" shall mean a day other than a Saturday, Sunday or legal holiday (which for purposes of this Agreement shall include any day on which banks located in New York City are authorized or required by law to close).

"Calendar Day" shall mean each day of the week, including Saturdays, Sundays and legal holidays; provided that, if any action is required to be taken on a Saturday, Sunday or legal holiday, then such action shall be required to be taken on the immediately preceding Business Day.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Combined State Tax" shall mean any State Tax, the return for which includes Tax Items of both the Marathon Stock Group and the United States Steel Stock Group.

"Consolidated Federal Tax" shall mean any Federal Tax, the return for which includes Tax Items of both the Marathon Stock Group and the United States Steel Stock Group.

"Delhi Stock Group" shall mean the USX-Delhi Group as presented for financial statement purposes under generally accepted accounting principles prior to the 1998 redemption of the USX - Delhi Group stock and shall include the financial position, results of operations and cash flows for the businesses of Delhi Gas Pipeline Corporation and certain other subsidiaries of USX and a portion of the corporate assets and liabilities and related transactions which are not separately identified with ongoing operating units of USX.

"Distribution" shall mean the distribution of the shares of United States Steel Corporation in complete redemption of all of the outstanding USX-U. S. Steel Group shares. The term "Distribution" shall have the same meaning herein as the term "Separation" has in the Agreement and Plan of

Reorganization



of competent jurisdiction which has become final, (3) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or comparable agreements under the laws of other jurisdictions, (4) by execution of an IRS Form 870 or 870AD (or any successor IRS form) or by execution of a comparable form under the laws of other jurisdictions (notwithstanding that, with respect to a particular Tax It

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This Agreement, United States Steel may elect to carry back any Post-Distribution Period losses or credits of the United States Steel Tax Group that may be carried back to a Tax Return of the USX Consolidated Group under any pertinent section of the Treasury Regulations, and Marathon shall take any such election into account in preparing the relevant Tax Returns, including amended Tax Returns if necessary, of the USX Consolidated Group.

(iii) Marathon may, at its option, elect, and the United States Steel Tax Group shall join it in electing (if necessary), to ratably allocate Tax Items (other than extraordinary Tax Items) of the United States Steel Stock Group in accordance with the relevant provisions of Treasury Regulations Section 1.1502-76. If Marathon makes such an election, the members of the United States Steel Tax Group shall provide to Marathon such statements as are required under the Treasury Regulations and other appropriate assistance.

(iv) Marathon shall elect, and the United States Steel Tax Group shall join it in electing (if necessary), to reattribute any net operating loss or capital loss carryover of a member of the United States Steel Stock Group to USX in accordance with the relevant provisions of Treasury Regulations Section 1.1502-20(g). The members of the United States Steel Tax Group shall provide to Marathon such statements as are required under the Treasury Regulations and other appropriate assistance.

SECTION 3.03. USX Consolidated Group Tax Proceedings.

(a) Control Over Tax Proceedings.

Subject to the limitations set forth below in this Section 3.03, Marathon shall have the exclusive right to control, contest, and represent the interests of United States Steel and each member of the United States Steel Tax Group in any Tax Proceeding relating to any Tax Item included on a Consolidated Federal Tax Return or Combined State Tax Return for all Pre-Distribution Periods, including the right to resolve, settle, or agree to any deficiency, claim or adjustment proposed, asserted, or assessed, in connection with or as a result of any such Tax Proceeding, and including the right to execute waivers, choose the forum for contests, schedule conferences, and resolve or settle any Tax Item.

(b) United States Steel Participation Rights.

Marathon shall consult with United States Steel, and United States Steel shall have the right (i) to represent the interests of itself and each member of the United States Steel Tax Group, in any Tax Proceeding ~~related~~ to any Tax Item generated solely by, or allocated solely to, the United States Steel Stock Group, and (ii) to contest, resolve, settle, or agree to any deficiency, claim, or adjustment proposed, asserted, or assessed in connection with or as a result of such Tax Proceeding; provided ~~that Marathon shall have the right to resolve, settle, or agree to any such Tax Proceeding~~ ~~that Marathon shall have the right to resolve, settle, or agree to any such Tax Proceeding~~ (including the entering into of) any judicial or administrative proceeding relating to Taxes shall be subject to the review and approval of Marathon which approval shall not be

Notwithstanding Sections 3.03(a), 3.03(b), 3.03(c), and 3.03(d) of this Agreement, Marathon and United States Steel may mutually agree to resolve with the relevant Tax Authority any proposed adjustments to a Tax Return of the USX Consolidated Group in any manner mutually agreed to by Marathon and United States Steel (including settling any Tax Proceeding on a basis that benefits one Group to the detriment of the other), and may take any action consistent with this Agreement to facilitate such settlement (including payment from one Group to the other).

(f) Judicial Resolution of Tax Proceedings.

In the event that any proposed adjustments to Tax Items of the USX Consolidated Group are not resolved administratively and a judicial resolution is necessary, Marathon and United States Steel shall consult regarding the choice of litigation forum and may agree to choose any available forum, which, as of the date of this Agreement, are the United States Tax Court, the United States Court of Federal Claims, the United States district court with jurisdiction over the relevant Federal Tax Return, or a state court with jurisdiction over the relevant State Tax Return. If Marathon and United States Steel agree that the jurisdiction of a refund forum should be obtained, United States Steel shall make any payments required pursuant to Section 5.02(d) of this Agreement. If Marathon and United States Steel are unable to reach agreement as to the choice of litigation forum for any Federal tax matter, the United States Tax Court shall be selected as the litigation forum.

SECTION 3.04. Notices from Tax Authorities.

(a) If any member of the Marathon Tax Group receives written notice of, or relating to, a Tax Proceeding from a Tax Authority that asserts, proposes or recommends a deficiency, claim, or adjustment that, if sustained, would result in the redetermination of a Tax Item of a member of the United States Steel Stock Group, Marathon shall promptly provide a copy of such notice to United States Steel (but in no event later than ten Calendar Days following the receipt of such notice). If any member of the United States Steel Tax Group receives written notice of, or relating to, a Tax Proceeding from a Tax Authority that asserts, proposes or recommends a deficiency, claim, or adjustment that, if sustained, would result in the redetermination of a Tax Item of a member of the Marathon Stock Group, United States Steel shall promptly provide a copy of such notice to Marathon (but in no event later than ten Calendar Days following the receipt of such notice).

(b) Without limiting the generality of Section 12.04(b) of this Agreement, the failure of Marathon or United States Steel to promptly notify the other of any matter relating to a particular Tax for a taxable period shall not relieve the other party of any liability and/or obligation which it may have under this Agreement with respect to such Tax for such taxable period except to the extent that such other party's rights hereunder are materially prejudiced by such failure. The remedy for such failure shall be such as a court of law may deem appropriate.

deferred.

(G) Offsets to Refund Claims. Any tax liability that otherwise would be precluded by the relevant statute of limitations which is applied as an offset to a refund claim shall be allocated to the Group whose Tax Items are included on such refund claim. In the event that a refund claim is filed which includes Tax Items of both Groups, any such offsets shall be allocated first to the Group whose Tax Items generated such offset and then to the other Group.

Example 1.

Assumptions. For the year at issue, the USX Consolidated Group files a claim for refund totaling \$10 million, of which \$8 million is attributable to Tax Items generated by, or allocated to, the United States Steel Stock Group and \$2 million is attributable to Tax Items generated by, or allocated to, the Marathon Stock Group. The Tax Authority has an offset in the amount of \$1 million, which is attributable entirely to Tax Items generated by, or allocated to, the Marathon Stock Group. The USX Consolidated Group receives a \$9 million refund.

Allocation. The offset is allocated to the Marathon Stock Group and reduces the portion of the refund allocated to Marathon to \$1 million. Of the \$9 million refund received by the USX Consolidated Group, \$8 million is allocated to the United States Steel Stock Group and \$1 million is allocated to the Marathon Stock Group.

Example 2.

Assumptions. For the year at issue, the USX Consolidated Group files a claim for refund totaling \$10 million, of which \$8 million is attributable to Tax Items generated by, or allocated to, the United States Steel Stock Group and \$2 million is attributable to Tax Items generated by, or allocated to, the Marathon Stock Group. The Tax Authority has offsets totaling \$4 million, which are attributable entirely to Tax Items generated by, or allocated to, the Marathon Stock Group. The USX Consolidated Group receives a \$6 million refund.

Allocation. The offset is allocated first to the Marathon Stock Group and reduces the portion of the refund allocated to Marathon to \$0. The offset is thereafter allocated to the United States Steel Stock Group, and reduces the refund allocated to the United States Steel Stock Group to \$6 million.

(H) Carryback of Post-Distribution United States Steel Losses and Credits. Any carryback of losses or credits of the United States Steel Tax Group to the Tax Returns of the USX Consolidated Group pursuant to an election described in Section 3.02(c)(ii) of this Agreement shall, for all purposes of this Agreement, be treated as a Tax Attribute of the United States Steel Stock Group.

(ii) Adjustments To Group's Separate Return Liability For Regular Tax Effects Of Consolidated Group.

The Separate Return Liability of each Group determined pursuant to Section 4.02(a)(i) of this Agreement shall be adjusted for the regular tax effects of the USX Consolidated Group as follows:

(A) The Total USX Liability shall be determined for regular tax purposes, taking into account the effects of any carryforward or carryback of Tax Attributes from prior or future years, including the effects of any carrybacks from a Tax Return for a Post-Distribution Period of the United States Steel Tax Group carried back pursuant to Section 4.02(a)(i)(H) of this Agreement.

(B) The Separate Return Liabilities of each Group determined pursuant to Section 4.02(a)(i) of this Agreement shall be combined (the "Combined Separate Return Liabilities"). The Combined Separate Return Liabilities shall be subtracted from the Total USX Liability to determine the aggregate net benefit or detriment of filing a Consolidated Federal Income Tax Return (the "Consolidated Return Benefit or Detriment").

(C) The Consolidated Return Benefit or Detriment shall be allocated to the Group whose Tax Attributes caused the benefit or detriment. Such allocation shall be consistent with the actual usage of the Tax Attributes on the Tax Returns of the USX Consolidated Group. Without limiting the generality of the foregoing statement, the following special rules shall apply:

(1) For these purposes, Tax Attributes shall be deemed to cause a benefit to the extent that such Tax Attributes

Tax Return of the USX Consolidated Group (thus, Marathon shall not be required to make a payment pursuant to Section 5.03(a)(ii) of this Agreement associated with the utilization of the United States Steel net operating losses), and the MTC not so utilized by the USX Consolidated Group but treated as having been utilized, shall be reallocated to the United States Steel Stock Group for all purposes, including, without limitation, for purposes of further application of this Article 4.

(B) Displacement By Subsequent Attributes.

If in any Pre-Distribution Period ("Year 1") a Group ("Group A") realizes the benefit from the utilization of the Tax Attributes of another Group ("Group B") on the Tax Return of the USX Consolidated Group and makes a payment for such realization under Section 5.03 of this Agreement, and in a subsequent year ("Year 2") Group A generates Tax Attributes which, on a Separate Return Basis, could have been carried back and utilized in Year 1, but which are not so carried back and utilized on the Tax Return of the USX Consolidated Group, then (1) for all purposes, including specifically for purposes of applying the provisions of Articles 4 and 5 of this Agreement, Group A shall be treated as if it had not realized the benefit from the utilization of Group B's Tax Attributes in Year 1 (thus requiring Group B to refund to Group A the Section 5.03 payment previously received from Group A in Year 1), and (2) for purposes of applying this Article 4, there shall be, in all relevant years, a reallocation of Tax Attributes between the Groups to appropriately reflect each Group's Separate Return Liability; provided that, if the displaced attribute cannot be utilized on a Pre-Distribution Period Tax Return of the USX Consolidated Group, then no reallocation of attributes shall be made under this Section 4.02(a)(iii)(B).

Example.

Assumptions. In 1998, the Marathon Stock Group generates \$200 of net operating losses which it is unable to use on a Separate Return Basis; the United States Steel Group generates \$100 of income, which on the Tax Return of the USX Consolidated Group is offset by \$100 of the Marathon net operating losses. United States Steel makes a payment to Marathon for the use of the net operating losses under Section 5.03 of this Agreement. In 1999, the United States Steel Stock Group generates \$100 of losses and the Marathon Stock Group has no income; on a Separate Return Basis, United States Steel would have been able to carry the losses back to 1998, but no such carryback is available on the Tax Returns of the USX Consolidated Group.

Allocation. For purposes of this Article 4 and Article 5 of this Agreement, the United States Steel Stock Group shall not be treated as having used the \$100 of Marathon losses in 1998, Marathon shall refund the Section 5.03 payment received from United States Steel in 1998, and the \$100 of 1999 United States Steel losses shall be reallocated to Marathon.

(b) Determination of Groups' Allocable Share if the USX Consolidated Group is an Alternative Minimum Taxpayer in the Relevant Period.

Each Group's allocable share of the alternative minimum tax ("AMT") liability of the USX Consolidated Group ("Total USX AMT Liability") shall be determined under Section 4.02(b)(i) of this Agreement, and each Group's allocable share of the resulting Tax Attributes (Minimum Tax Credits or "MTCs") shall be determined under Section 4.02(b)(ii). For these purposes, AMT refers to the tentative minimum tax liability computed under Code Section 55(b) and not the excess amount computed under Code Section 55(a).

(i) Each Group's Allocable Share Of the AMT Liability of the USX Consolidated Group.

Each Group's allocable share of the Total USX AMT Liability shall be determined by calculating each Group's AMT liability computed on a Separate Return basis ("AMT Separate Return Liability") and then adjusting for the effects of the Consolidated Federal Tax Return of the USX Consolidated Group as follows:

(A) Determination of AMT Separate Return Liability. Each Group's AMT Separate Return Liability shall be determined by applying the principles set forth in Section 4.02(a)(i) of this Agreement on an AMT basis.

(B) Adjustments To Group's AMT Separate Return Liability For AMT Effects Of Consolidated Group. Each Group's AMT Separate Return Liability shall be adjusted for any AMT Consolidated Return Benefit Or Detriment by applying the principles in Section 4.02(a)(ii) of this Agreement on an AMT basis ("Adjusted AMT Separate Return Liability").

(C) Allocation Of Total USX AMT Liability. The amount of Total USX AMT Liability is allocated to each Group up to the lesser of the Total USX AMT Liability or such Group's positive Adjusted AMT Separate Return Liability.

(ii) Each Group's Allocable Share of the Resulting MTCs and Benefit.

MTCs of the USX Consolidated Group (the "Consolidated MTCs") shall be allocated to each of the Groups in an amount such that the total regular Tax Attributes (i.e., Tax Attributes used against regular tax, including MTCs) received by the Group equals the excess of such Group's allocable share of the Total USX AMT Liability over its Adjusted Separate Return Liability (as computed under Section 4.02(a) of this Agreement). To the extent that the allocation of regular Tax Attributes is less than the excess of such Group's allocable share of the Total USX AMT Liability over its Adjusted Separate Return Liability, then the other Group shall have the

Adjusted Separate Return Liability. Since the \$110 of regular Tax Attributes (in this case, Consolidated MTCs) received by United States Steel equals the difference between United States Steel's \$40 allocable share of the Total USX AMT Liability and its (\$70) Adjusted Separate Return Liability, Marathon did not receive a benefit requiring a payment pursuant to Section 5.03(a)(ii) of this Agreement. Similarly, since the \$10 of regular Tax Attributes (in this case, Consolidated MTCs) received by Marathon equals the difference between Marathon's \$80 allocable share of the Total USX AMT Liability and its \$70 Adjusted Separate Return Liability, United States Steel received no benefit requiring a payment pursuant to Section 5.03(a)(ii) of this Agreement.

Example 3.

Assumptions. Marathon's Adjusted Separate Return Liability is \$70, its AMT Separate Return Liability is \$80, and its Adjusted AMT Separate Return Liability is \$40 (i.e., there is an AMT Consolidated Return Benefit of \$40 allocable to Marathon pursuant to the principles of Section 4.02(a)(ii) of this Agreement); United States Steel's Adjusted Separate Return Liability is (\$70), and its Adjusted AMT Separate Return Liability is \$20. The Total USX Liability is \$0, and the Total USX AMT Liability is \$60.

Section 4.02(b)(i) Allocations. Marathon's share of the Total USX AMT Liability is \$40, which equals the lesser of the Total USX AMT Liability or its positive Adjusted AMT Separate Return Liability. United States Steel's Total USX AMT Liability is \$20, which equals the lesser of the Total USX AMT Liability or its positive Adjusted AMT Separate Return Liability.

Section 4.02(b)(ii) Allocations. The USX
Group Consolidated Return Liability is \$0, and the Group Consolidated AMT Liability is \$60.

contrast, since United States Steel's \$0 allocable share of the Total USX AMT Liability is less than its \$10 Adjusted Separate Return Liability, Marathon has not received a benefit requiring a payment pursuant to Section 5.03(a)(ii) of this Agreement.

Example 5.

Assumptions. Marathon's Adjusted Separate Return Liability is \$50, and its Adjusted AMT Separate Return Liability is \$100; United States Steel's Adjusted Separate Return Liability is (\$100), and its Adjusted AMT Separate Return Liability is (\$20). The Total USX Liability is (\$50), and the Total USX AMT Liability is \$80.

Section 4.02(b)(i) Allocations. Marathon's share of the Total USX AMT Liability is \$80, which equals the lesser of the Total USX AMT Liability or its positive Adjusted AMT Separate Return Liability. United States Steel's share of the Total USX AMT Liability is \$0, which equals the lesser of the Total USX AMT Liability or its positive Adjusted AMT Separate Return Liability.

Section 4.02(b)(ii) Allocations. The USX Consolidated Group will receive total Consolidated MTCs of \$80, which equals USX's \$80 AMT liability minus \$0 regular tax liability. In addition, there is \$50 of regular tax net operating losses generated in the year, which under Section 4.02(a)(iii) are allocated to United States Steel. Marathon's share of the resulting Consolidated MTCs is \$30, which equals its \$80 allocable share of the Total USX AMT Liability less its \$50 Adjusted Separate Return Liability. United States Steel's share of the resulting Consolidated MTCs is \$50, so that the total regular Tax Attributes received by United States Steel (in this case, net operating losses plus Consolidated MTCs) equals the \$100 difference between its \$0 allocable share of the Total USX AMT Liability less its (\$100) Adjusted Separate Return Liability. Since the \$30 of regular Tax Attributes (in this case, Consolidated MTCs) received by Marathon equals the difference between Marathon's \$80 allocable share of the Total USX AMT Liability and its \$50 Adjusted Separate Return Liability, United States Steel has not received a benefit requiring a payment pursuant to Section 5.03(a)(ii) of this Agreement. Similarly, since the \$100 of regular Tax Attributes (in this case, Consolidated MTCs and net operating losses) received by United States Steel equals the difference between United States Steel's \$0 allocable share of the Total USX AMT Liability and its (\$100) Adjusted Separate Return Liability, Marathon has not received a benefit requiring a payment pursuant to Section 5.03(a)(ii) of this Agreement.

SECTION 4.03. Allocation of Combined State Income Tax Liability.

Any Combined State Income Tax Liability of the USX Consolidated Group shall be allocated in a manner consistent with the allocation provided in Section 4.02 of this Agreement for Consolidated Federal Income Tax Liability.

SECTION 4.04. Transfer Taxes Related To Holding Company Reorganization and Distribution.

In the event that the USX Consolidated Group owes any transfer, documentary, sales, use, stamp, or registration taxes and fees ("Transfer Taxes") as a result of the Holding Company Reorganization or the Distribution, the United States Steel Stock Group's share of such liability shall be 35 percent of any such Transfer Taxes. The Marathon Stock Group shall be liable for the remaining portion of any such Transfer Taxes.

SECTION 4.05. Other Taxes.

Any other Taxes not specifically allocated in this Article 4 shall be allocated to the Group to which such Tax relates, and any USX Headquarters Tax liability which is not specifically allocated under any other section of this Agreement shall be allocated in the same manner as such Tax was allocated between the Groups for financial statement purposes with respect to the relevant period.

SECTION 4.06. Deductions and Certain Taxes Related to Stock Options, SARs, and Restricted Stock.

In the event that an employee or director of the Marathon Tax Group recognizes taxable income with respect to a stock option, restricted stock or SAR of United States Steel, the resulting tax deduction shall be allocated to United States Steel to the extent permitted by law, and any Payroll Taxes with respect thereto shall be allocated to United States Steel. In the event that an employee or director of the United States Steel Tax Group recognizes taxable income with respect to a stock option,

restricted stock or SAR of Marathon, the resulting tax deduction shall be allocated to Marathon to the extent permitted by law, and any Payroll Taxes with respect thereto shall be allocated to Marathon.

ARTICLE V

TAXES AND RELATED OBLIGATIONS

SECTION 5.01. Payment of Taxes to Tax Authorities.

(a) Marathon shall pay (or cause to be paid) all Federal and State Taxes (including estimated Taxes and any adjustments to Taxes subsequently determined), interest, and Penalties with respect to any Tax Return of the USX Consolidated Group for all Pre-Distribution Periods; Marathon shall pay (or cause to be paid) all Taxes, interest, and Penalties relating to Tax Returns that Marathon is responsible for preparing pursuant to Sections 3.02(a)(i) and 3.02(a)(ii) of this Agreement; United States Steel shall pay (or cause to be paid) all Taxes, interest, and Penalties relating to Tax Returns that United States Steel is responsible for preparing pursuant to

~~MDWN UJACHFN UKLTA #CWTSGNUEGWS L JSA~~
In the event that a Penalty is successfully asserted by a Tax Authority as a result of a failure to file a Tax Return or pay estimated Taxes by the USX Consolidated Group, the Group with responsibility for filing such Tax Return or paying such estimated Taxes under this Agreement shall be allocated the Penalty. In the event that a Penalty is successfully asserted by a Tax Authority as a result of a failure to file a Tax Return or pay estimated Taxes by the USX Consolidated Group prior to the Distribution, such Penalty shall be allocated 35 percent to United States Steel and 65 percent to Marathon.

(D) United States Steel Penalty Payment

Obligation.

United States Steel shall pay Marathon the amount of any Penalty allocated to it under this Section 5.02(e)(iii) no later than two Business Days prior to the date on which Marathon will make a payment relating to such Penalty to the relevant Tax Authority. United States Steel may invoke Dispute Resolution with respect to a disagreement over any payment required under this Section 5.02(e)(iii) only after it has paid to Marathon any such amounts.

SECTION 5.03. Payment For Use of Group's Tax Attributes.

(a) Utilization of Tax Attributes.

(i) Pre-Distribution Estimated Benefit Payment.
~~deemTi) only affectSira0Ed~~

~~Speaks Group will be paid (L) Marathon) at the time of the Distribution as provided under the then-existing tax allocation policy) to the United States Steel Stock Group the estimated amount, discounted as described below, of the payment, if any, that would have been made by Marathon to United States Steel under Section 5.02(e)(iii) for the 2001 tax year. The amount of such payment will have been determined under the following principles:~~
Prior to the effective time of the Distribution, the Marathon

(A) The amount of such payment will have
~~refused to be paid to Marathon) as of the time of the Distribution~~
reflected in the liability for 2001 Federal Income Taxes for the USX Consolidated Group.

representing a "50-percent or greater interest" therein within the meaning of Section 355(d)(4) of the Code.

SECTION 6.02. Representations of United States Steel Tax Group.

United States Steel and each other member of the United States Steel Tax Group represent to Marathon and each member of the Marathon Tax Group that, as of the date of this Agreement, there is no plan or intention to (i) liquidate United States Steel, (ii) sell or otherwise dispose of the assets of United States Steel or any other member of the United States Steel Tax Group subsequent to the Distribution, except in the ordinary course of business, or to merge United States Steel with another entity other than mergers occurring in connection with an acquisition by United States Steel in pursuance of the business purpose discussed in the Ruling and Ruling Documents, (iii) take any action inconsistent with the information and representations furnished by USX in connection with the Ruling, (iv) purchase stock of United States Steel other than in accordance with the requirements of Revenue Procedure 96-30 and in conformity with the representations furnished by United States Steel in connection with the Ruling, or (v) enter into any negotiations, agreements or arrangements with respect to transactions or events (including, without limitation, stock issuances, pursuant to the exercise of options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events) that may cause the Distribution to be treated under Section 355(e) of the Code as part of a plan pursuant to which one or more persons acquire, directly or indirectly, stock of Marathon or United States Steel representing a "50-percent or greater interest" therein within the meaning of Section 355(d)(4) of the Code.

SECTION 6.03. Representations of Marathon Tax Group and United States Steel Tax Group regarding USX Shareholders.

Marathon and each other member of the Marathon Tax Group and United States Steel and each other member of the United States Steel Tax Group represent that it is not aware of any plan or intention by any five percent USX Shareholder and, to its best knowledge, is not aware of any plan or intention on the part of any particular remaining USX Shareholder or USX securityholder to sell, exchange, transfer by gift, or otherwise dispose of any of their stock in, or securities of, Marathon or United States Steel after the Distribution other than the redemption of the 6.5% preferred stock of USX and the Quarterly Income Preferred Securities in connection with the Distribution.

SECTION 6.04. Marathon Tax Group Covenants.

Marathon and each other member of the Marathon Tax Group covenant to United States Steel and each member of the United States Steel Tax Group that (i) during the Two-Year Period, Marathon shall continue the active conduct of a trade or business, within the meaning of Section 355 of the Code and the regulations promulgated thereunder, that had been conducted throughout the five-year period prior to the Distribution, (ii) during the Two-Year Period, Marathon and MOC shall not liquidate, (iii) during the Two-Year Period, Marathon shall not sell, exchange, distribute, or otherwise dispose of the assets of Marathon, MOC or Ofve

(b) Notwithstanding any other provision of this Agreement, no member of the United States Steel Tax Group shall be required to provide any member of the Marathon Tax Group access to or copies of (i) any tax information as to which any member of the United States Steel Tax Group is entitled to assert the protection of any evidentiary privilege, including, but not limited to, the attorney-client privilege and the attorney work product doctrine, or (ii) any tax information as to which any member of the United States Steel Tax Group is subject to an obligation to maintain the confidentiality of such information. United States Steel shall use reasonable efforts to separate any such information from any other information to which Marathon is entitled to access or to which Marathon is entitled to copy under this Agreement, to the extent consistent with preserving its rights under this Section 9.03(b).

ARTICLE X

PAYMENTS

SECTION 10.01. Procedure for Making Payments.

All payments to be made under this Agreement shall be made in immediately available funds.

SECTION 10.02. Tax Consequences of Payments.

(a) For all tax purposes and notwithstanding any other provision of this Agreement, to the extent permitted by applicable law, the parties hereto shall treat any payment made pursuant to this Agreement (other than an interest payment) as a capital contribution or dividend distribution, as the case may be, immediately prior to the Distribution Date and, accordingly, as not includible in the taxable income of the recipient.

(b) If, as a result of a Final Determination, it is determined that the receipt or accrual of any payment made under this Agreement results in any increased tax liability or reduction of any Tax Attribute of the recipient of such payment, the payor shall pay to the recipient an amount (the "After-Tax Amount") equal to the sum of (i) any increase in the Taxes of the recipient as a result of receiving the payment from the payor (which shall itself be grossed up to take into account such payment, if applicable) and (ii) any interest or Penalty attributable to such increased tax liability or to the reduction of such Tax Attribute. The payor shall not be required to pay the After-Tax Amount to the extent (1) the payor does not receive a deduction for such payment, or (2) the recipient obtains a deduction corresponding to the payment.

SECTION 10.03. Interest.

Payments made pursuant to this Agreement that are not made within the period prescribed in this Agreement, or if no period is prescribed within 15 Calendar Days following demand for payment is made (the "Payment Period"), shall bear interest for the period from and including the date immediately following the last Business Day of the Payment Period through and including the date of payment at a rate equal to the rate for underpayments under Code Section 6621(a)(2), without regard to the large corporate underpayment rate provided in Code Section 6621(c). Such interest shall be calculated on the basis of the actual number of days for which due.

ARTICLE XI

DISPUTES

SECTION 11.01. Dispute Resolution.

In the event that Marathon, on the one hand, and United States Steel, on the other hand, disagree as to the amount or calculation of any payment to be made under this Agreement

and expressly requesting resolution hereunder. In the event that a Dispute involves the amount of a payment under this Agreement, the Party with the payment obligation shall make such payment before commencing arbitration under this Section.

Following delivery of the Demand, Marathon and United States Steel shall jointly retain a tax attorney or certified public accountant that is a member of a nationally recognized law firm or nationally recognized accounting firm or a tax professor at an accredited law school (the

or any other address or facsimile number as such party may hereafter specify in writing for this purpose by written notice to the other parties to this Agreement. Each such notice, request or other communication under this section shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is given, (ii) on the day of transmission if sent via facsimile transmission to the facsimile number given above; provided that, telephonic confirmation of receipt is obtained promptly after completion of transmission, (iii) on the business day after delivery to an overnight courier service or the express mail service maintained by the United States Postal Service; provided that, receipt of delivery has been confirmed, or (iv) on the fifth day after mailing; provided that, receipt of delivery is confirmed, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, properly addressed and return-receipt requested.

SECTION 12.04. Amendments; No Waivers.

(a) Any provision of this Agreement may be amended, supplemented, or waived if, and only if, such amendment, supplement, or waiver is in writing and signed by the parties.

(b) Notwithstanding any other section of this Agreement, no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 12.05. Damages.

The remedy for any failure or delay in satisfying the obligations contained herein shall be limited to the actual damages suffered as a result of such failure or delay, including interest as provided in Section 10.03 of this Agreement for any late payments.

SECTION 12.06. Expenses.

(a) Except as otherwise provided in this Agreement, each party shall bear its own costs and expenses (including, without limitation, attorneys' fees and other professional fees and expenses).

(b) Without limiting the generality of Section 12.06(a), each party shall bear the costs and expenses in connection with the preparation for or conduct of any Tax Proceeding that is not an audit (i) with respect to Tax Items that are allocated to such party under this Agreement, and/or (ii) with respect to which such party has an indemnification obligation under Article 7 of this Agreement.

SECTION 12.07. Information for Shareholders.

United States Steel shall provide each USX Shareholder that receives United States Steel stock pursuant to the Distribution with the information necessary for such USX Shareholder to comply with the requirements of Section 355 of the Code and the Treasury Regulations thereunder with respect to any statements that such USX Shareholders must file with their Tax Returns demonstrating the applicability of Section 355 of the Code to the Distribution.

SECTION 12.08. Successors and Assigns.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors (whether by merger, acquisition of assets or otherwise, and, including, without limitation, any successor succeeding to the Tax Attributes of a party under Section 381 of the Code) and assigns, to the same extent as if such successor or assign had been an original party to this Agreement; provided that, except as set forth in this Agreement, no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each of the other parties to this Agreement.

SECTION 12.09. Governing Law.

The application of this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts law) as to all matters, including, without limitation, matters of validity, construction, effect, performance, and remedies.

SECTION 12.10. Changes in Tax Law.

Any reference to a provision of the Code or a law of another

jurisdiction shall include a reference to any applicable successor provision of law.

SECTION 12.11. Jurisdiction; Forum.

(a) By the execution and delivery of this Agreement, Marathon and United States Steel submit, and agree to cause their respective affiliates to submit, to the personal jurisdiction of any state or Federal court in the State of Delaware in any suit or proceeding arising out of or relating to this Agreement.

(b) The parties hereto agree that an appropriate and convenient, nonexclusive forum for any disputes between any of the parties hereto or their respective affiliates arising out of this Agreement shall be in any state or Federal court in the State of Delaware.

SECTION 12.12. Counterparts; Effectiveness; No Third Party Beneficiaries.

(a) This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective upon the consummation of the Distribution; provided that, at or before such time, each party to this Agreement shall have received a counterpart of this Agreement signed by the other party. The parties to this Agreement do not intend that any of its provisions will, or do, confer any rights, benefits, remedies, obligations or liabilities under this Agreement upon any person other than (i) the parties to this Agreement, (ii) other members of the Marathon Tax Group, and (iii) other members of the United States Steel Tax Group, together in each case with their respective successors and assigns.

(b) All rights and obligations arising under this Agreement shall survive until they are fully effectuated or performed. Notwithstanding anything in this Agreement to the contrary, this Agreement shall remain in effect and its provisions shall survive for the full period of all applicable statutes of limitation (giving effect to any extension, waiver or mitigation thereof).

SECTION 12.13. Severability.

If any provision of this Agreement is held to be unenforceable or invalid, such provision shall be deemed severable from the remaining provisions, and the remaining provisions shall continue to be enforceable and valid.

FINANCIAL MATTERS AGREEMENT

This Financial Matters Agreement is entered into as of this 31st day of December, 2001 by and between USX Corporation, a Delaware corporation ("Parent") and United States Steel LLC, a Delaware limited liability company ("Steel").

WITNESSETH

WHEREAS, Steel is a wholly owned subsidiary of Parent; and

WHEREAS, Parent, Steel and another corporation named USX Corporation ("Old USX") were parties to a Holding Company Reorganization

defaults caused by Parent.

2.2 Contingent Nature of Certain Leases. Certain of the Assumed Leases, as designated in Schedule 2.1, were previously assigned to and assumed by third parties in agreements between such third parties and Old USX (the "Previously Assigned Leases"). Steel assumes and shall discharge all obligations of Old USX relating to the Previously Assigned Leases.

2.3 Rights of Steel. Steel shall have the right to exercise all of the existing Hd

(whether absolute, accrued or unaccrued, contingent, liquidated or unliquidated, matured or unmatured or known or unknown), indebtedness, obligation, expense, claim, deficiency, guarantee or endorsement of or by any such Indemnified Person (including, without limitation, those arising under any law, regulation, ordinance, or award of any court, tribunal or arbitrator of any kind) together with all reasonable attorney's fees and other costs and expenses ("Liability") arising from, relating to or incurred in connection with the Industrial Revenue Bonds, the Assumed Leases, the 1314B Guarantee or the Swap Guarantees.

(b) Parent agrees to indemnify and hold harmless Steel as well as all Indemnified Persons of Steel against any and all Liability arising from, relating to or incurred in connection with the Parent Obligations.

Article V
General Provisions

5.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of Delaware, without reference to choice of law principles, including matters of construction, validity and performance.

5.2 Notices. All notices shall be sent in accordance with the Reorganization Agreement.

5.3 Third Party Beneficiaries. Nothing in this Agreement shall ~~confer~~ any rights upon any Person or entity other than the parties hereto and their respective heirs, successors and permitted assigns. Without limiting the fore0 tted assig co

By: /s/ G. R. Haggerty

Vice President - Accounting
& Finance

EXHIBIT 99.6

INSURANCE ASSISTANCE AGREEMENT

THIS INSURANCE ASSISTANCE AGREEMENT, dated as of December 31, 2001 ("Agreement"), by and between USX Corporation, a Delaware corporation, to be renamed "Marathon Oil Corporation" ("USX"), and United States Steel LLC, a Delaware limited liability company and wholly owned subsidiary of USX, to be renamed "United States Steel Corporation" ("SteelCo").

W I T N E S S E T H:

WHEREAS, this Agreement is made pursuant to and as a condition of the Agreement and Plan of Reorganization, dated as of July 31, 2001 ("Separation Agreement"), by and between USX and SteelCo, pursuant to which the respective businesses of the Marathon Group of USX and the U.S. Steel Group of USX are being separated into two independent companies by merging USX Merger Corporation, a Delaware corporation and a wholly owned subsidiary of USX ("Merger Sub"), with and into USX, subject to the terms and conditions thereof, and pursuant to Section 251 of the DGCL (the "Separation Merger"), with USX continuing as the surviving corporation, so that immediately following the Separation Effective Time, SteelCo shall own and operate the business of the U.S. Steel Group and shall be wholly owned by the holders of the then outstanding shares of USX-U.S. Steel Group Common Stock ~~WHEREAS, the business of the U.S. Steel Group and the Marathon Group of USX are being separated into two independent companies by merging USX Merger Corporation, a Delaware corporation and a wholly owned subsidiary of USX ("Merger Sub"), with and into USX, subject to the terms and conditions thereof, and pursuant to Section 251 of the DGCL (the "Separation Merger"), with USX continuing as the surviving corporation, so that immediately following the Separation Effective Time, SteelCo shall own and operate the business of the U.S. Steel Group and shall be wholly owned by the holders of the then outstanding shares of USX-U.S. Steel Group Common Stock~~ operated by USX, which shall be a separate and independent entity from SteelCo and shall be wholly owned by the holders of the then outstanding shares of USX- Marathon Group Common Stock (the "Separation");

WHEREAS, prior to the date hereof, USX im: M hereof, èo M

of similar import or effect as the terms used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) The terms "dollars" and "\$" shall mean United States dollars.

ARTICLE II

PRE-SEPARATION INSURANCE

Section 2.1 Insurance for Pre-HoldCo Merger Periods.

Prior to the effective time of the HoldCo Merger, USX purchased certain policies of insurance to cover USX and its Subsidiaries, which included, without limitation, workers compensation and general liability fronting insurance. (The workers compensation and general liability fronting insurance are collectively referred to herein as the "Fronting Insurance"). From and after the effective time of the HoldCo Merger, the rights, liability and responsibility for insurance claims, retroactive reimbursements, uninsured retentions, and deductibles under the Fronting Insurance shall be as follows.

(a) USX shall have all rights in and to all claims, and shall be responsible for the payments under any retroactive reimbursements, uninsured retentions and deductibles relating to the Fronting Insurance arising out of or from any events or conditions occurring prior to the effective time of the HoldCo Merger and after the effective time of the HoldCo Merger.

such Asserted Liability, the Indemnified Party shall cooperate fully with the Indemnifying Party and its counsel in the investigation, defense and settlement thereof, but the Indemnifying Party shall control the investigation, defense and settlement thereof. If the Indemnified Party desires to participate in any such defense, it may do so at its sole cost and expense. If the Indemnifying Party elects not to defend against such Asserted Liability, then the Indemnifying Party shall have the right to participate in any such defense at its sole cost and expense, but the Indemnified Party shall control the investigation, defense and settlement thereof at the sole cost and expense of the Indemnifying Party. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld), consent to any settlement unless such settlement (i) includes a complete release of the Indemnified Party and (ii) does not require the Indemnified Party to admit any liability or make or forego any payment or forego or take any action. The Indemnifying Party shall not be liable for any settlement of any Asserted Liability effected without its prior written consent (which consent shall not be unreasonably withheld).

(b) Non-Third-Party Claims. In the event that an Indemnified Party should have a claim against the Indemnifying Party hereunder that does not involve a claim or demand being asserted against or sought to be collected from it by a third party, the Indemnified Party shall send a notice with respect to such claim to the Indemnifying Party. The Indemnifying Party shall have 60 days from the date such notice is delivered during which to notify the Indemnified Party in writing of any good faith objections it has to the Indemnified Party's notice or claims for indemnification, setting forth in reasonable detail each of the Indemnifying Party's objections thereto. If the Indemnifying Party does not deliver such written notice of objection within such 60-day period, the

Section 5.2 Expenses. Unless otherwise provided herein, all out-of-pocket costs and expenses with respect to the transactions contemplated in this Agreement shall be borne by the party incurring such costs and expenses.

Section 5.3 Records. Each party shall have access to all records, documents and other information in the possession of the other party relating to activities prior to the Separation and such records shall be subject to the confidentiality provisions of Section 11.4 of the Separation Agreement. Upon the request of the party seeking such access, the other party shall make any such records, documents and other information available or make copies for the requesting party without charge.

Section 5.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of Delaware, without reference to choice of law principles, including matters of construction, validity and performance.

Section 5.5 Notices. Notices, requests, permissions, waivers, referrals and all other communications hereunder shall be in writing and shall be deemed to have been duly given if signed by the respective persons giving them (in the case of any corporation or limited liability company, the signature shall be by an officer thereof) and delivered by hand or by telecopy or on the date of receipt indicated on the return receipt if mailed (registered or certified, return receipt requested, properly addressed and postage prepaid):

If to SteelCo, to:

United States Steel LLC
600 Grant Street
Suite 6100
Pittsburgh, PA 15219-4776
Attention: General Counsel
Facsimile: 412-433-1131

If to USX, to:

Marathon Oil Corporation
5555 San Felipe Road
Houston, TX 77056-2723
Attention: General Counsel
Facsimile: 713-296-4375

written consent of the other party. Subject to the preceding sentence, this Agreement shall inure to the benefit of and be binding upon SteelCo and USX and their respective successors and permitted assigns and sublicensees. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies under or by reason of this Agreement.

~~any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that various state and federal courts having jurisdiction over such restriction shall have the authority to enforce such restriction to its fullest extent.~~

~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~