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

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended March 31, 2007

Or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from __________ to___________.

(Exact name of registrant as specified in its charter)

| Delaware | 1-16811 | 25-1897152 |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

| 600 Grant Street, Pittsburgh, PA | 15219-2800 |
|---|---|
| (Address of principal executive offices) | (Zip Code) |

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

Indicate by check mark whether the registrant (1) has filed

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and cash payments of $7 million to the Steelworkers Pension Trust, respectively. U. S. Steel may make additional voluntary contributions to its main defined benefit pension plan in subsequent quarters of 2007.

As of March 31, 2007, $10 million in contributions had been made to other postretirement plans and cash payments of $53 million had been made for other postretirement benefit payments not funded by trusts.

Company contributions to defined contribution plans totaled $6 million and $5 million for the three months ended March 31, 2007° th en( ti Mr

and December 31, 2006, the LIFO method accounted for 68 percent and 67 percent of total inventory values, respectively.

| tMPEEe : | m | | LQQP Q |
|---|---|---|---|
| Raw materials | | $ | 560 |
| Semi-finished products | | | 597 |
| Finished products | | | 368 |
| Supplies and sundry items | | | 79 |
| Total | | $ | 1,604 |

Current acquisition costs were estimated to exceed the above inventory values by $970 million at March 31, 2007 and by $900 million at December 31, 2006. Cost of sales was reduced by $13 million and $7 million in the first three months of 2007 and 2006, respectively, as a result of liquidations of LIFO inventories.

Supplies and sundry items inventory in the table above includes $61 million and $65 million of land held for residential or commercial development as of March 31, 2007 and December 31, 2006, respectively.

U. S. Steel has coke swap agreements with other steel manufacturers designed to reduce transportation costs in supplying coke to our operating locations. The coke swaps are recorded at cost in accordance with APB 29, “Accounting for Nonmonetary Transactions” and FAS No. 153, “Exchanges of Nonmonetary Assets.” U. S. Steel shipped approximately 195,000 tons and received approximately 240,000 tons of coke under the swap agreements during the first quarter of 2007. U. S. Steel shipped approximately 195,000 tons and received approximately 170,000 tons of coke under the swap agreements during 2006. There was no income statement impact related to these swaps.

**A LQ**

| tMPEEe : | MQQ mQ | m. E | mA | | LQA |
|---|---|---|---|---|---|
| Senior Notes | 9 3/4 | 2010 | | $ | 378 |
| Senior Notes | 10 3/4 | 2008 | | | 20 |
| Senior Quarterly Income Debt Securities | 10 | 2031 | | | 49 |
| Environmental Revenue Bonds | 4 3/4 - 6 1/4 | 2009 – 2033 | | | 458 |
| Inventory Facility | | 2009 | | | - |
| Fairfield Caster Lease | | 2007 – 2012 | | | 60 |
| Other capital leases and all other obligations | | 2007 – 2014 | | | 60 |
| USSK credit facilities | Variable | 2009 | | | - |
| USSB credit facility | Variable | 2008 | | | - |
| Total | | | | | 1,025 |
| Less unamortized discount | | | | | - |
| Less short-term debt and long-term debt due within one year | | | | | 82 |
| Long-term debt, less unamortized discount | | | | $ | 943 |

U. S. Steel redeemed the Senior Quarterly Income Debt Securities (Quarterly Debt Securities) on January 2, 2007. The Quarterly Debt Securities were redeemable at the option of U. S. Steel on or after December 31, 2006 at 100 percent of the principal amount together with accrued, but unpaid interest at the redemption date.

Some or all of the outstanding 9 3/4% Senior Notes may be redeemed at a premium after May 15, 2007. The premium ranges from 4.875 percent to zero percent, depending on the redemption date.

Effective March 28, 2007, U. S. Steel obtained a commitment for three senior credit facilities in an aggregate amount of $1.75 billion.

At March 31, 2007, in the event of a change in control of U. S. Steel, debt obligations totaling $378 million may be declared immediately due and payable. In such event, U. S. Steel may also be required to either repurchase the leased Fairfield slab caster for $71 million or provide a letter of credit to secure the remaining obligation.

In the event of the bankruptcy of Marathon Oil Corporation (Marathon), $526 million related to Environmental Revenue bonds, the Fairfield Caster Lease and the coke battery lease at Clairton Works may be declared immediately due and payable.

U. S. Steel was in compliance with all of its debt covenants at March 31, 2007.

## A Q QEQP Q- E mEe

U. S. Steel's asset retirement obligations primarily relate to mine and landfill closure and post-closure costs. The following table reflects changes in the carrying values of asset retirement obligations:

| tMPEEe : | m | LQQP Q |
|---|---|---|
| Balance at beginning of year | | $ 27 |
| Foreign currency translation effects | | 3 |
| Accretion expense | | 3 |
| Balance at end of period | | $ 33 |

Certain asset retirement obligations related to disposal costs of fixed assets at our steel facilities have not been recorded because they have an indeterminate settlement date. These asset retirement obligations will be initially recognized in the period in which sufficient information exists to estimate their fair value.

## A mEm QMQQ- le-EEQ

In accordance with Financial Accounting Standards Board Interpretation No. 46 (revised December 2003), "Consolidation of Variable Interest Entities, an interpretation of ARB No. 51" (FIN 46R), U. S. Steel is required to consolidate the following entities.

***Clairton 1314B Partnership***
U. S. Steel is the sole general partner and there are two unaffiliated limited partners of the Clairton 1314B Partnership (1314B Partnership), which owns two of the twelve coke batteries at Clairton Works. Because U. S. Steel is the primary beneficiary of this entity, U. S. Steel is required to consolidate this partnership in its financial results. U. S. Steel is responsible for purchasing, operations and sales of coke and coke by-products. U. S. Steel has a commitment to fund

operating cash shortfalls of the 1314B Partnership of up to $150 million. Additionally, U. S. Steel, under certain circumstances, is required to indemnify the limited partners if the partners management and other support services to equity and other related parties. Generally, transactions are conducted under long-term market-based contractual arrangements. Related party sales and service transactions were $246 million and $207 million for the quarters ended March 31, 2007 and 2006, respectively. Sales to related parties were conducted under terms comparable to those with unrelated parties.

Purchases from equity investees for outside processing services amounted to $9 million and $10 million for the quarter ended March 31, 200

asset sales agreement and the permit pursuant to a bankruptcy court order. U. S. Steel has reviewed environmental data concerning the project, has commenced the development of work plans that are necessary to begin field investigations and has begun remediation on some areas of the site for which U. S. Steel has responsibility. U. S. Steel had an accrued liability of $23 million as of March 31, 2007 for its share of the remaining costs of remediation.

*Other Projects* – There are four other environmental remediation projects which each had an accrued liability of between $1 million and $5 million. The total

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per ton from the same period last year. The decrease in sales for the Tubular segment resulted mainly from decreased shipments and an unfavorable change in product mix.

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Total operating expenses as a percent of sales were 91 percent in the first quarter of 2007, compared to 90 percent in the first quarter of 2006.

***Profit-based union payments***

Results for the first quarters of 2007 and 2006 included costs related to profit-based payments pursuant to the provisions of the 2003 labor agreement negotiated with the United Steelworkers (USW), and to payments pursuant to agreements with other unions. All of these costs are included in cost of sales on the statement of operations.

| (Dollars in millions) | . m QIeS Q m | | % Change |
|---|---|---|---|
| | | 2006 | |
| Allocated to segment results | | $ 29 | 3% |
| Retiree benefit expenses | | 27 | -4% |
| Total | | $ 56 | 0% |

Profit-based payment amounts per the agreement with the USW are calculated as a percentage of consolidated income from operations after special items (as defined in the agreement) and are: (1) to be used to assist retirees from National Steel with health care costs, based on between 6 percent and 7.5 percent of profit; and (2) paid as profit sharing to active union employees based on 7.5 percent of profit between $10 and $50 per ton and 10 percent of profit above $50 per ton.

***Pension and other benefits costs***

Defined benefit and multiemployer pension plan costs totaled $29 million in the first quarter of 2007, compared to $47 million in the first quarter of 2006. The reduction was due to completion of amortization of prior service costs for a 1992 contract amendment, the shift of certain surviving spouse liabilities to retired life (included in other benefits), and better than expected asset investment performance in 2006, which lowers pension expense in 2007. Costs related to defined contribution plans totaled $6 million in the first quarter of 2007, compared to $5 million in last year's first quarter.

Other benefits costs, including multiemployer plans, totaled $31 million in the first quarter of 2007, compared to $28 million in the corresponding period of 2006.

***Selling, general and administrative expenses***

Selling, general and administrative expenses were $139 million in the first quarter of 2007, compared to $158 million in the first quarter of 2006. The decrease was primarily due to lower pension expense as discussed above.

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***Segment results for Tubular***

| | Quarter Ended March 31, 2006 | % Change |
|---|---|---|
| Income from operations ($ millions) | $ 177 | -42% |
| Steel shipments (mnt) | 319 | -23% |
| Average realized steel price per ton | $1,506 | -5% |

The decline in Tubular income in the first quarter of 2007 as compared to the same quarter last year mainly resulted from lower shipment volumes and an unfavorable change in product mix.

***Results for Other Businesses***

Other Businesses generated income of $2 million in the first quarter of 2007, compared to breakeven results in the first quarter of 2006.

***Items not allocated to segments***

In the first quarter of 2006, an impairment review was completed in accordance with Statement of Accounting Financial Standards No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" due to the potential sale of a small wholly owned German subsidiary of U. S. Steel Kosice (USSK), which was subsequently sold in the fourth quarter of 2006. As a result, an m QEP nEPQ- m Of $5 million was recorded in depreciation, depletion and amortization on the statement of operations.

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| (Dollars in millions) | Quarter Ended March 31, | 2006 | % Change |
|---|---|---|---|
| Net interest and other financial costs | | $ 32 | -31% |
| Interest income | t : | (15) | |
| Foreign currency gains | t : | (1) | |
| Charge from early extinguishment of debt | | - | |
| Total net interest and other financial costs | | 16 | f69% |

The decrease in net interest and other financial costs in the first quarter of 2007 compared to the same period last year was mainly due to lower interest expense resulting from the redemption of most of our 10 3/4% Senior Notes in December 2006 and the redemption of our 10% Senior Quarterly Income Debt Securities in January 2007.

The EEe E PQmQ for the first quarter of 2007 was $66 million, compared to $90 million in the first quarter of 2006.

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thru-wall repairs and developm

At March 31, 2007, U. S. Steel had $378 million outstanding under its 9 3/4% Senior Notes due May 15, 2010 (Senior Notes), which may be redeemed at a premium after May 15, 2007. The premium ranges from 4.875 percent to zero percent depending on the redemption date.

These Senior Notes impose limitations on our ability to make restricted payments. For a discussion of restricted payments and the conditions that we must meet in order to make restricted payments, as well as other significant restrictions imposed on us by the Senior Notes, see the “Liquidity” section of U. S. Steel’s Annual Report on Form 10-K for the year ended December 31, 2006. As of March 31, 2007, we met those requirements and had approximately $1.7 billion of availability to make restricted payments.

If the Senior Note covenants are breached or if we fail to make payments under our material debt obligations or the RPA, certain creditors would be able to terminate their commitments to make further loans, declare their outstanding obligations immediately due and payable and foreclose on any collateral. This may also cause a termination event to occur under the RPA and a default under the Senior Notes. Additional indebtedness that we may incur in the future may also contain similar covenants, as well as other restrictive provisions. Cross-default and cross-acceleration clauses in the RPA, the Inventory Facility, the Senior Notes and any additional indebtedness could have an adverse effect upon our financial

Italy, Japan, Korea and Mexico, and drill pipe from Japan. All of these orders were imposed in 1995. The ITC conducted an injury hearing on seamless pipe on February 8, 2007 and on OCTG on April 12, 2007. On April 19, 2007, the ITC voted on the seamless pipe cases. The orders against Germany shall remain in place for an additional five years. The orders against Argentina and Brazil have been revoked. The ITC vote on the OCTG cases is scheduled for May 31, 2007. The orders against OCTG from Argentina and Mexico are subject to various challenges and appeals before the U.S. Court of International Trade, NAFTA binational panels and a World Trade Organization review panel. Adverse decisions in these cases could cause those orders to be prematurely terminated.

The Hot-Rolled proceeding involves anti-dumping orders against product from Argentina, China, India, Indonesia, Kazakhstan, Netherlands, Romania, South Africa, Taiwan, Thailand and Ukraine; and countervailing duty orders against product from Argentina, India, Indonesia, South Africa and Thailand. These orders were imposed in 2001. The DOC is engaged in investigations to determine whether dumping would be likely to continue or recur if any of the orders is revoked. The ITC will hold its injury hearing on July 31 and August 1, 2007, and will vote on October 10, 2007.

The Line Pipe proceeding involves antidumping orders against product from Japan and Mexico. These orders were imposed in December 2001 and February 2002, respectively. The DOC is engaged in investigations to determine whether dumping would be likely to continue or recur if any of the orders is revoked. The ITC will hold its injury hearing on July 26 and is scheduled to vote on October 2, 2007.

We cannot predict the impact of these rulings on future levels of imported steel or on our financial results. We expect to continue to experience high levels of competition from imports and will continue to monitor imports closely and file anti-dumping and countervailing duty petitions if unfairly traded imports adversely impact, or threaten to adversely impact, financial results.

**11 C R M TR L LT**

In February 2007, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (FAS) No. 159, “The Fair Value Option for Financial Assets and Financial Liabilities – Including an amendment of FASB Statement No. 115” (FAS 159). This Statement permits entities to choose to measure many financial instruments and certain other items at fair value and report unrealized gains and losses on these instruments in earnings. FAS 159 is effective as of January 1, 2008. U. S. Steel does not expect any material financial statement implications relating to the adoption of this Statement.

In September 2006, the FASB issued FAS No. 157, “Fair Value Measurements.” This Statement defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles, and expands disclosures about fair value measurements. The Statement applies under other accounting pronouncements that require or permit fair value measurements and, accordingly, does not require any new fair value measurements. This Statement is effective as of January 1, 2008. U. S. Steel does not expect any material financial statement implications relating to the adoption of this Statement.

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## -MQP AC RRMRM L C 0RMRM LTM10 TC IT CR IR TM

### 1 LRM MI TM L I 0RIL TM

In the normal course of our business, U. S. Steel is exposed to market risk or price fluctuations related to the purchase, production or sale of steel products. U. S. Steel is also exposed to price risk related to the purchase, production or sale of coal, coke, natural gas, steel scrap, iron ore and pellets, and zinc, tin and other nonferrous metals used as raw materials.

U. S. Steel's market risk strategy has generally been to obtain competitive prices for our products and services and allow operating results to reflect market price movements dictated by supply and demand; however, U. S. Steel has made forward physical purchases to manage exposure to fluctuations in the purchase of natural gas and certain non-ferrous metals.

### MRI ITR RI TM

U. S. Steel is subject to the effects of interest rate fluctuations on certain of its non-derivative financial instruments. A sensitivity analysis of the projected incremental effect of a hypothetical 10 percent increase/decrease in March 31, 2007 interest rates on the fair value of the U. S. Steel's non-derivative financMe ή Mma

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U. S. Steel estimates the minimum cost of the Corrective Measures for soil contamination and drum removal to be approximately $3.9 million. Closure costs for the CAMU are estimated to be an additional $4.9 million. Until the remaining Phase I work and Phase II field investigations are completed, it is impossible to assess what additional expenditures will be necessary for Corrective Action projects at G

U. S. Steel and Geneva Steel Company pursuant to an asset sales agreement and a permit issued by Utah Department of Environmental Quality. In December 2005, a third party purchased the Geneva site and assumed Geneva Steel Company's rights and obligations under the asset sales agreement and the permit pursuant to a bankruptcy court order. U. S. Steel has reviewed environmental data concerning the site gathered by itself and third parties, has commenced the development of work plans that are necessary to begin field investigations and has begun remediation on some areas of the site for which U. S. Steel has responsibility. U. S. Steel has recorded an accrued liability of $23.2 million as of March 31, 2007, for our estimated share of the remaining costs of remediation.

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be greater in cases in which the plaintiffs can prove mesothelioma. ¾D Ŏ ¾ Ŏ X Ŏ ¾ Ŏ WS Wl `

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U. S. Steel had no sales of unregistered securities during the period covered by this report.

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The following table contains information abouĎa® ii

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| -MQP | A | MRT |
|---|---|---|
| 4.1 | ?52 | Commitment letter with J.P. Morgan Securities Inc. and JPMorgan Chase Bank, N.A. |
| 10.1 | | Base Salaries of Named Executive Officers |
| 10.2 | | Summary of Non-Employee Director Compensation Arrangements |
| 12.1 | | Computation of Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends |
| 12.2 | | Computation of Ratio of Earnings to Fixed Charges |
| 31.1 | | Certification of Chief Executive Officer required by Rules 13a-14(a) } feges Hr |

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**T M RC I**

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 chief accounting officer thereunto duly authorized.

UNITED STATES STEEL CORPORATION

By /s/ Larry G. Schultz

Larry G. Schultz
Vice President and Controller

April 25, 2007

**I T RM TR M**

This Form 10-Q will be posted on the U. S. Steel web site, www.ussteel.com, within a few days of its filing.

I EE A

JPMorgan

March 28, 2007

$1,750,000,000 Senior Credit Facilities
Commitment Letter

United States Steel Corporation
600 Grant Street
Pittsburgh, PA 15219
Attention: Gretchen Haggerty
Executive Vice President
& Chief Financial Officer

Ladies and Gentlemen:

You (the "1 P m") have advised us that (i) you or your wholly-owned subsidiary propose to acquire (the ".EEE") a company you have identified to us (the "R m Q"), (ii) you may repay outstanding long-term debt securities of the Company and (iii) you are refinancing your existing revolving credit facility, and in that connection you have requested that J.P. Morgan Securities Inc. ("m") agree to structure, arrange and syndicate three senior credit facilities in an aggregate amount of $1,750,000,000 (each, a "mEE" and collectively, the "mEEQM") and that JPMorgan Chase Bank, N.A. ("m 1 0 e 1 0 0

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between senior management and advisors of the Company and the proposed Lenders, (c) assistance in the preparation of a Confidential Information Memorandum and other marketing materials to be used in connection with the syndication and (d) the hosting with JPMorgan of one or more meetings of prospective Lenders.

JPMorgan, in consultation with the Company, will manage all aspects of the syndication, including decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate, the allocations of the commitments among the Lenders and compensation to the Lenders. In acting as the Lead Arranger, JPMorgan will have no responsibility other than to arrange the syndication as set forth herein and shall in no event be subject to any fiduciary or other implied duties. To assist JPMorgan in its syndication efforts, you agree promptly to prepare and provide to JPMorgan and JPMorgan Chase all information with respect to the Company and the Target and the transactions contemplated hereby, including all historical financial information and projections (the “[illegible]”), as [illegible] may reasonably request in connection with the arrangement and syndication of the Facilities. You hereby represent and [illegible] any of the foregoing, regardless of whether any indemnified person is a party thereto, and to reimburse each indemnified person upon demand for any legal expenses (including the fees and expenses of a single counsel, which counsel shall be selected (x) by mutual agreement of the indemnified person and the Company or (y) if no such agreement has been reached following good faith consultation with respect thereto, by the indemnified party) and other reasonable and documented out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, non-appealable judgment of a court to arise from the breach of an express contractual undertaking by, or the willful misconduct, bad faith or gross negligence of, an indemnified person, and (b) to reimburse JPMorgan Chase, JPMorgan and their affiliates on demand for all reasonable and documented out-of-pocket expenses (including due diligence expenses, syndication expenses, travel expenses, and reasonable fees, charges and disbursements of counsel) incurred in connection with the Facilities and any related documentation (including this Commitment Letter, the Term Sheet and the definitive loan documentation) or the administration, amendment, modification or waiver thereof. If any action, suit or proceeding is brought against any indemnified person in connection with any claim for which it is entitled to indemnity hereunder, such indemnified person shall (i) promptly notify the Company in writing of such action, suit or proceeding and (ii) give the Company an opportunity to consult from time to time with such indemnified person regarding defensive measures and potential settlement. Notwithstanding any other provision of this Commitment Letter, the Company shall not be liable to pay any settlement effected without its written consent (which shall not be unreasonably withheld). No indemnified person shall be liable for any damages arising from the use by others of Information or other materials obtained through electronic, telecommunications or other information transmission systems or for any special, indirect, consequential or punitive damages in connection with the Facilities.

You acknowledge that JPMorgan Chase and its affiliates (the term " **m 1 m"Q** being understood oblr to refer hereinafter in this paragraph to include such affiliates) may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. Neither JPMorgan nor JPMorgan Chase will use confidential information obtained from you by virtue of the transactions contemplated by this letter or their other relationships with you in connection with the performance by JPMorgan or JPMorgan Chase of services for other companies, and neither JPMorgan nor JPMorgan Chase will furnish any such information to other companies. You also acknowledge that JPMorgan and JPMorgan Chase have no obligation to use in connection with the transactions contemplated by this Commitment Letter, or to fò other r thfurnisat ncino obl

JPMorgan Chase shall have the right, in their sole discretion, to syndicate the Facilities among commercial banks or other financial institutions or otherwise and to sell, transfer or assign all or any portion of, or interests or participations in, the Facilities and any notes issued in connection therewith. This Commitment Letter may not be amended or waived except by an instrument in writing signed by you, JPMorgan Chase and JPMorgan. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile transmission or portable document format shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the accompanying Fee Letter are the only agreements that have been entered into among us with respect to the Facilities and set forth the entire understanding of the parties with respect thereto. This Commitment Letter shall be governed by, and construed in accordance with, the laws of the State of New York.

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter, the Term Sheet nor the accompanying Fee Letter nor any of their terms or substance shall be disclosed, directly or indirectly, to any other person except (a) to your officers, employees, directors, agents and advisors who are directly involved in the consideration of this matter or (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case you agree to inform us promptly thereof), provided, that the foregoing restrictions shall cease to apply (except with respect to the Fee Letter) after this Commitment Letter has been accepted by you.

The reimbursement, indemnification and confidentiality provisions contained herein shall remain in full force and effect regardlesMeliyee

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms hereof and of the Term Sheet and the Fee Letter by returning to our counsel Davis Polk & Wardwell in New York, an executed counterpart hereof not later than 5:00 p.m., on March 30, 2007. JPMorgan Chase's commitment and JPMorgan's agreements herein will expire at such time if JPMorgan Chase has not received such executed counterpart in accordance with the immediately preceding sentence.

JPMorgan Chase and JPMorgan are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: /s/ James H. Ramage
Name: James H. Ramage
Title: Managing Director

J.P. MORGAN SECURITIES INC.

By: /s/ Bruce S. Borden
Name: Bruce S. Borden
Title: Executive Director

Accepted and agreed to as of
the date first written above:

UNITED STATES STEEL CORPORATION

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

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| | |
|---|---|
| **QN** | United States Steel Corporation (the “<u>Borrower</u>”). |
| **T Q0QS meQ meST Q .ee QN** | J.P. Morgan Securities Inc. ( “<u>JPMorgan</u>” and in such capacity, the “<u>Lead Arranger</u>”). |
| **SPEE mEQ Q N** | JPMorgan Chase Bank, National Association (“<u>JPMCB</u>” and, in such capacity, the “<u>Administrative Agent</u>”). |
| **0QS Q N** | A syndicate of banks, financial institutions and other entities, including JPMCB, arranged by the Lead Arranger (collectively, the “<u>Lenders</u>”). |

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| **eMEEm 1 eS-EEe N** | The availability of the Revolving Credit Facility shall be conditioned upon satisfaction of the following conditions precedent:<br><br>(a) The conditions precedent set forth on Annex III hereto.<br><br>(b) There not occurring or becoming known to Administrative Agent any material adverse change with respect to the Borrower and its subsidiaries taken as a whole.<br><br>(c) The Borrower's Amended and Restated Credit Agreement dated as of October 22, 2004 shall have been terminated. |
| **e E 1 eS-EEe N** | The making of each extension of credit shall be conditioned upon (a) the accuracy of all representations and warranties in the Credit Documentation (including, without limitation, the material adverse change and litigation representations) and (b) there being no default or event of default in existence at the time of, or after giving effect to the making of, such extension of credit. |
| **. :Q** | The proceeds of the Revolving Credit Loans shall be used for general corporate purposes of the Borrower and its subsidiaries. |
| **m. E** | The Revolving Credit Termination Date. |

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| **R QmS P .e- mEE N** | One-year term loan facility (the "One-Year Term Loan Facility") in the amount of $500,000,000 (the loans thereunder, the "One-Year Term Loans"). |
| **mEmEE** | The One-Year Loan Facility shall be available for drawing in a single drawdown not later than October 1, 2007. |
| **eMEEm 1 eS-EEe :** | (a) The conditions precedent set forth on Annex III hereto. |

(b) There not o

(c) Con

would not reasonably be expected to result in a material adverse change.

Except as set forth in the Borrower’s most recent reports filed with the SEC, the Borrower does not presently anticipate that remediation costs and penalties associated with environmental laws, to the extent not previously provide

cost of pollution control facilities and (xi) liens not otherwise permitted on assets other than domestic inventory in an amo

The imposition of any unpaid judgments in excess of $100,000,000 (which continue for a period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect).

**1 en QE 1 e- N** Upon the happening of a Change in Control, each Lender shall have the right to terminate its Commitments. declare its Loan be required as described under “Voting” above. Pledges of Loans in accordance with applicable law shall be permitted without restriction. Promissory notes shall be issued under the Revolving Credit Facility only upon request.

**EGS -Q-Ee N**

The Credit Documentation shall contain customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy and other requirements of law and from the imposition of or changes in withholding or other taxes (subject to customary limitations) and (b) indemnifying the Lenders for “breakage costs” incurred in connection with, among other things, any prepayment of a Eurodollar Loan (as defined in Annex I) on a day other than the last day of an interest period with respect thereto and any prepayment of a Competitive Loan.

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The Borrower shall pay (a) all reasonable out-of-pocket expenses of the Administrative Agent and the Lead Arranger associated with the syndication of the Facilities and the preparation, execution, delivery and administration of the Credit Documentation and any amendment or waiver with respect thereto (including the reasonable fees, disbursements and other charges of counsel) and (b) all out-of-pocket expenses of the Administrative Agent and the Lenders (including the fees, disbursements and other charges of counsel) in connection with the enforcement of the Credit Documentation.

The Administrative Agent, the Lead Arranger and the Lenders (and their affiliates and their respective officers, directors, employees, advisors and agents) will have no liability for, and will be indemnified and held harmless against, any loss, liability, cost or expense incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds thereof (subject to customary limitations).

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accordance with the pricing grid attached hereto as Annex I-A, on the average daily amount of the Revolving Credit Facility (whether used or unused), payable quarterly in arrears.

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The Borrower shall pay a commitment fee at the rate of 0.05% per annum on the undrawn amount of the commitments under each Term Loan Facility, payable with respect to each Term Loan Facility upon the earlier of (i) the funding of such Term Loan Facility and (ii) termination of the commitments thereunder.

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The Borrowers shall pay a commission on all outstanding Letters of Credit at a per annum rate equal to the Applicable Margin MĎ Şt

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| mE | mEE QQ | E m Q m E |
|---|---|---|
| Baa1/BBB+ | 8.0 | 27.0 |
| Baa2/BBB | 10.0 | 40.0 |
| Baa3/BBB- | 12.5 | 50.0 |
| Ba1/BB+ | 15.0 | 72.5 |
| Lower | 20.0 | 105.0 |

**R QP 0 m mEEEQ**

| mE | E m Q m E |
|---|---|
| Baa1/BBB+ | 35.0 |
| Baa2/BBB | 50.0 |
| Baa3/BBB- | 62.5 |
| Ba1/BB+ | 87.5 |
| Lower | 125.0 |

1 Except as expressly provided, based upon the higher of Moody's and S&P ratings, unless split by more than one notch, in which case based upon a rating one notch higher than the lower of the two.

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BASE SALARIES OF NAMED EXECUTIVE OFFICERS

On April 23, 2007, the Compensation & Organization Committee of the Board of Directors approved the following annual base salaries for United States Steel Corporation named executive officers (as defined in Item 402(a)(3) of Regulation S-K and excepting D. D. Sandman, who retired effective February 28, 2007), such base salaries to become effective on May 1, 2007:

J. P. Surm0 oǾR³fe̱e Ď ǯ

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SUMMARY OF NON-EMPLOYEE DIRECTOR COMPENSATION ARRANGEMENTS

At its meeting on April 24, 2007, the Board of Directors approved the following non-employee director compensation arrangements to become effective as indicated below:

1. Effective July 1, 2007, the committee membership fees for the Compensation & Organization Committee and the Corporate Governance & Public Policy Committee will be increased from $5,000 to $10,000 (from $6,000 to $11,000 for the chairmen); provided that if a director serves on both committees, the director will receive only one such $5,000 increase.

2. Effective January 1, 2008: (a) all meeting fees, committee membership fees and the Presiding Director retainer of $1,000 will be eliminated; (b) the annual retainer will be increased from $100,000 to $180,000; (c) the Presiding Director and the committee chairs will receive an additional annual fee of $5,000; and (d) the Deferred Compensation Program for Non-Employee Directors will be amended to change the required minimum deferral amount from 70% to 50%.

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CHIEF EXECUTIVE OFFICER CERTIFICATION

I, John P. Surma, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United States Steel Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

CHIEF FINANCIAL OFFICER CERTIFICATION

I, Gretchen R. Haggerty, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United States Steel Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer for,

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CHIEF EXECUTIVE OFFICER
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350

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CHIEF FINANCIAL OFFICER
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350

I, Gretchen R. Hagg