

\$535,000,000

United States Steel Corporation

[LOGO OF USS]

Offers to Exchange

10 3/4% Senior Exchange Notes Due August 1, 2008

For its

10 3/4% Senior Notes Due August 1, 2008

(Cusip Nos. 91263 PAA3 and U9118QAA7)

This exchange offer will expire at 5:00 p.m. Eastern (U.S.) time on August 5, 2002, unless extended by us.

We are offering to exchange our 10 3/4% Senior Exchange Notes Due August 1, 2008 (the "Exchange Notes") that have been registered under the Securities Act of 1933, as amended, in exchange for an equal par value face amount of our outstanding unregistered 10 3/4% Senior Notes Due August 1, 2008 that were issued in July and September of 2001 (the "Outstanding Notes").

The terms of the exchange are subject to the conditions described in this prospectus.

Consider the risk factors beginning on page 10 of this prospectus carefully.

There is no active public trading market for the Outstanding Notes. We do not intend to apply for listing of the Exchange Notes on any domestic securities exchange or seek approval for quotation through any automated quotation system.

United States Steel Corporation ("USS") produces, transports and sells steel mill products, coke, taconite pellets and coal in the United States and, through its subsidiary U. S. Steel Kosice, produces and sells steel in Central Europe.

The Exchange Notes will be issued in denominations of \$1,000. We will pay interest on the Exchange Notes each August 1 and February 1. The first interest payment will be due on August 1, 2002 with interest payable from the February 1, 2002 payment of interest on the Outstanding Notes. We may redeem up to 35% of the aggregate principal amount of the Exchange Notes before August 1, 2004 with net proceeds that we raise in public equity offerings at a redemption price equal to 110.75% of the principal amount of the Exchange Notes being redeemed plus accrued interest.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Each broker-dealer that receives Exchange Notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Outstanding Notes where such Outstanding Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the expiration of this exchange offer (as defined herein), it will make this Prospectus available to any broker-dealer for use in connection with any such resale. A broker-dealer may not participate in the exchange offer with respect to Outstanding Notes acquired other than as a result of market-making activities or trading activities. See "Plan of Distribution."

The date of this Prospectus is July 2, 2002.

TABLE OF CONTENTS

<TABLE>	
<S>	<C>
WHERE YOU CAN FIND MORE INFORMATION.....	ii
SUMMARY.....	1
RISK FACTORS.....	10

USE OF PROCEEDS.....	20
TERMS OF THE EXCHANGE.....	21
DESCRIPTION OF THE NOTES.....	31
MATERIAL TAX CONSIDERATIONS.....	70
PLAN OF DISTRIBUTION.....	71
VALIDITY OF EXCHANGE NOTES.....	72
EXPERTS.....	72

Where we are unable to provide you with information that is different from the information contained in this prospectus or to which we have referred, we have provided the information in this prospectus to the best of our knowledge.

i

WHERE YOU CAN FIND MORE INFORMATION

United States Steel Corporation files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read these files on the SEC's website at www.sec.gov.

matters appears elsewhere in this prospectus and the information in documents incorporated by reference in this prospectus. Reference is made to "Risk Factors" for a discussion of certain issues that should be considered in

as amended, in exchange for an equal par value face amount of our outstanding unregistered 10 3/4% Senior Notes Due August 1, 2008 that were issued in July and September 2001 (the "Outstanding Notes"). We will refer to the Outstanding Notes not exchanged in this exchange offer and the Exchange Notes issued pursuant to this exchange offer collectively as the "Notes."

We entered into a registration rights agreement with the initial purchasers of the Outstanding Notes in which we agreed to deliver you this prospectus and we agreed to complete the exchange offer. You are entitled to exchange in the exchange offer your Outstanding Notes for Exchange Notes that have terms identical in all material respects to the Outstanding Notes except that:

- 4f . the Exchange Notes have been registered under the Securities Act;
- . the Exchange Notes are not entitled to certain registration rights that are applicable to the Outstanding Notes under, and will not be covered by, the registration rights agreement; and
- . the Exchange Notes will not be subject to certain anti-takeout provisions that apply to the Exchange Notes.

Exchange Notes.

cannot rely on the position of the staff of the SEC enunciated in Exxon Capital Holdings Corporation, Morgan Stanley & Co. Incorporated or similar no-action letters and, in the absence of an exemption, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with the resale of the Exchange Notes.

Certain Conditions to the Exchange Offer.....

The exchange offer is subject to customary conditions, which we may waive. Please read the section captioned "Terms of the Exchange--Certain Conditions to the Exchange Offer" of this prospectus for more information regarding the conditions to the exchange offer.

Effects on Holders of Outstanding Notes.....

As a result of the making of, and upon acceptance for exchange of all validly tendered Outstanding Notes pursuant to the terms of, the exchange offer, we will have fulfilled a covenant in the registration rights agreement at the time of the issuance of the Outstanding Notes and, accordingly, there will be no increase in the interest rate on the Outstanding Notes as described in the registration rights agreement. If you are a holder of Outstanding Notes and you do not tender your Outstanding Notes in the exchange offer, you will continue to hold the Outstanding Notes and will be entitled to all the rights and limitations applicable to the Outstanding Notes in the indenture relating to the Notes, except for any rights under the registration rights agreement that by their terms terminate upon the consummation of the exchange offer.

ge tradi

To the extent that Outstanding Notes are tendered and accepted in this exchange offer, the trading market for the Outstanding Notes could be adverPhhhhhhp

and February 1 of each year. The first interest payment on the Exchange Notes will be August 1, 2002 with interest payable from

. no default has occurred and is continuing
under the Indenture,

United States Steel will no longer be subject to
certain of the covenants referred to above unless
the

operations.....	(61)	(101)	(405)	104	150	579	773
Income (loss) before extraordinary losses.....	(83)	9	(218)	(21)	51	364	452
Net income (loss).....	(83)	9	(218)	(21)	44	364	452
Per Common Share Data--							
Basic and Diluted:							
Income (loss) before extraordinary losses(2)	\$ (0.93)	\$ (0.10)	\$ (2.45)	\$ (0.24)	\$ 0.57	\$ 4.08	\$ 5.07
Net income (loss)(2)...	(0.93)	(0.10)	(2.45)	(0.24)	0.49	4.08	5.07
Dividends paid(3).....	0.05	0.25	.55	1.00	1.00	1.00	1.00
Adjusted Statement of Operations Data(4):							
Income (loss) before extraordinary loss....	\$ (83)	\$ 9	\$ (218)	\$ (21)	\$ 51		
Add back: Excess over cost amortization.....	--	--	--	1	1		
Adjusted income (loss) before extraordinary loss.....	\$ (83)	\$ 9	\$ (218)	\$ (20)	\$ 52		
Net income (loss).....	\$ (83)	\$ 9	\$ (218)	\$ (21)	\$ 44		
Add back: Excess over cost amortization.....	--	--	--	1	1		
Adjusted net income (loss).....	\$ (83)	\$ 9	\$ (218)	\$ (20)	\$ 45		
Adjusted Per Common Share Data--Basic and Diluted (4):							
Income (loss) before extraordinary loss....	\$ (0.93)	\$ (0.10)	\$ (2.45)	\$ (0.24)	\$ 0.57		
Add back: Excess over cost amortization.....	--	--	--	0.01	0.02		
Adjusted income (loss) before extraordinary loss.....	\$ (0.93)	\$ (0.10)	\$ (2.45)	\$ (0.23)	\$ 0.59		
Net income (loss).....	\$ (0.93)	\$ (0.10)	\$ (2.45)	\$ (0.24)	\$ 0.49		
Add back: Excess over cost amortization.....	--	--	--	0.01	0.02		
Adjusted net income (loss).....	\$ (0.93)	\$ (0.10)	\$ (2.45)	\$ (0.23)	\$ 0.51		
Balance Sheet Data--as of Period End							
Total assets.....	\$ 8,271	\$ 8,626	\$ 8,337	\$ 8,711	\$ 7,525	\$ 6,749	\$ 6,694
Capitalization:							
Notes payable.....	\$ --	\$ 164	\$ --	\$ 70	\$ --	\$ 13	\$ 13
Long-term debt, including amount due within one year(5).....	1,465	2,072	1,466	2,375	915	476	510
Preferred stock of subsidiary.....	--	66	--	66	66	66	66
Trust preferred securities.....	--	183	--	183	183	182	182
Equity.....	2,439	1,901	2,506	1,919	2,056	2,093	1,782
Total capitalization...	\$ 3,904	\$ 4,386	\$ 3,972	\$ 4,613	\$ 3,220	\$ 2,830	\$ 2,553

</TABLE>

- (1) Consists of revenues, dividend and investee income (loss), net gains on disposal of assets, gain on investee stock offering and other income (loss).
- (2) Earnings per share for for the first quarter ended March 31, 2002 is based on the weighted average outstanding common shares during the quarter. Earnings per share for all other periods presented is based on the outstanding common shares at December 31, 2001 as a result of the Separation and the initial capitalization of United States Steel on that date.
- (3) Dividends paid per share for all periods presented, except for the first quarter ended March 31, 2002, represents amounts paid on USX-U. S. Steel Group common stock.
- (4) Statement of Financial Accounting Standards No. 142 (SFAS No. 142), Goodwill and Other Intangible Assets, addresses the accounting for goodwill and other intangible assets after an acquisition. The most significant changes made by SFAS No. 142 are 1) goodwill and intangible assets with indefinite lives will no longer be amortized; 2) goodwill and intangible

assets with indefinite lives must be tested for impairment at least annually; and 3) the amortization period for the intangible assets with finite lives will no longer be limited to forty years. Paragraph 61 of SFAS No. 142, requires disclosure of what reported income before extraordinary items and net income would have been in all periods presented exclusive of amortization expense (including any related tax effects) recognized in those periods related to goodwill, intangible assets that are no longer being amortized, any deferred credit to an excess over cost, equity method goodwill, and changes in amortization periods for intangible assets that will continue to be amortized (including any related tax effects). Similarly adjusted per share amounts are also required to be disclosed for all periods presented. U.S. Steel initially applied this Statement on January 1, 2002, and there was no financial statement implication related to the adoption of this standard.

- (5) The increase in equity and the decrease in long-term debt, preferred stock of subsidiary and trust preferred securities from December 31, 2000 to 2001 and from March 31, 2001 to 2002 were primarily due to transactions related to the Separation, including the \$900 million value transfer. The increase in long-term debt from December 31, 1999 to 2000 was primarily due to cash used in operating activities of \$627 million (including \$500 million in elective funding to a voluntary employee benefit trust) and the \$325 million of debt included in the acquisition of USSK.

Ratio of Earnings to Fixed Charges

(Unaudited)

<TABLE>
<CAPTION>

	First Quarter Ended		Year Ended December 31,				
	March 31,						
	2002	2001	2001	2000	1999	1998	1997
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Ratio of earnings to fixed charges.....	(a)	(b)	(c)	1.13	2.33	5.89	5.39

</TABLE>

- (a) Earnings did not cover fixed charges by \$96 million.
 (b) Earnings did not cover fixed charges by \$133 million.
 (c) Earnings did not cover fixed charges by \$586 million.

RISK FACTORS

You should carefully consider the following risk factors and the other information contained elsewhere or incorporated by reference in this prospectus before making an investment decision.

Risks Related to Our Business

Overcapacity in the steel industry may negatively affect our production levels and shipments.

There is an excess of global steel-making capacity over global consumption of steel products. This has caused shipment and production levels for our domestic operations to vary from year to year and quarter to quarter, affecting our results of operations and cash flows. Over the past five years, our domestic steel shipments have varied from a high of 11.6 million net tons in 1997 to a low of 9.8 million net tons in 2001. Production levels as a percentage of capacity have ranged from a high of 96.5% in 1997 to a low of 78.9% in 2001. Many factors influence these results, including demand in the domestic market, international currency conversion rates and domestic and international government actions.

Our business is cyclical. Future economic downturns, a stagnant economy or currency fluctuations may adversely affect our business, results of operations and financial condition.

Demand for most of our products is cyclical in nature and sensitive to general economic conditions. Our business supports cyclical industries such as the automotive, appliance, construction and energy industries. As a result, future downturns in the U.S. or European economy or any of these industries could adversely affect our results of operations and cash flows.

Because we and other integrated steel producers generally have high fixed costs, reduced volumes result in operating inefficiencies, such as those experienced in 2001. Over the past five years, our net income has varied from a high of \$452 million in 1997 to a loss of \$218 million in 2001 as our domestic steel shipments have varied from a high of 11.6 million net tons in 1997 to a low of 9.8 million net tons in 2001. Future economic downturns, a stagnant

Fluctuations in the price of our securities, results of operations and financial condition.

We have a substantial amount of indebtedness and other obligations, which could limit our operating flexibility and otherwise adversely affect our financial condition.

As of March 31, 2002, we were liable for indebtedness of approximately \$1.5 billion. This does not include obligations of Marathon for which we are contingently liable and that are not recorded on our balance sheet. As of March 31, 2002, such obligations of Marathon were approximately \$344 million. We may incur other obligations for working capital, refinancing of a portion of the \$1.5 billion referred to above or for other purposes. This substantial amount of indebtedness and related covenants could limit our operating flexibility and could otherwise adversely affect our financial condition.

Our high degree of leverage could have important consequences to you, including the following:

- . our ability to satisfy our obligations with respect to the Notes, and any other debt securities or preferred stock may be impaired in the future;
- . it may become difficult for us to obtain additional financing for working capital, capital expenditures, debt service requirements, acquisitions or general corporate or other purposes in the future;
- . a substantial portion of our cash flow from operations must be dedicated to the payment of principal and interest on our indebtedness, thereby reducing the funds available to us for other purposes;
- . some of our borrowings are and are expected to be at variable rates of interest (including borrowings under our inventory credit facility), which will expose us to the risk of increased interest rates;
- . the sale prices, costs of selling receivables and amounts available under our accounts receivable program fluctuate due to factors that include the amount of eligible receivables available, the costs of the commercial paper funding and our long-term debt ratings; and

- . our substantial leverage may limit our flexibility to adjust to changing economic or market conditions, reduce our ability to withstand competitive pressures and make us more vulnerable to a downturn in general economic conditions.

Indebtedness we may incur in the future may exacerbate the consequences described above and could have other important consequences.

Our business requires substantial debt service, capital investment, operating lease and maintenance expenditures that we may be unable to fulfill.

With approximately \$1.5 billion of debt outstanding as of March 31, 2002, we have a substantial debt service requirement. Based on this outstanding debt, our combined principal and interest payments will average approximately \$150 million annually over the next five years. At March 31, 2002, USS had approximately \$140 million of variable rate debt outstanding, therefore, a 1h2 USh2 @u 2a n' inal e l at paymentu,2a rit

country tubular goods in filing unfair international trade cases against 14 countries. Imports of these products have increased more than 390 percent during the past two years. Thirteen countries remained subject to the proceedings following the withdrawal of the anti-dumping petition against Colombia. On May 10, 2002, the International Trade Commission made a negative preliminary injury determination. This action causes the investigations at bo

number of environmental remediation projects at both former an

various defendants, and frequently amend their complaints including any allegations of amounts sought, it is not possible to reasonably estimate the amount claimed by any given claimant or the claimants as a whole in pending cases. In the cases where the claimants have asserted specific dollar damages against United States Steel, the amounts claimed are not material either individually or in the aggregate. It is also not possible to predict with certainty the outcome of these matters; however, *à dé*^e_{dé}

failure of the commercial paper conduits to extend their commitments that currently expire on November 27, 2002.

If these covenants are breached or if we fail to make payments under our material debt obligations or our receivables purchase agreement, 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, and it may also cause a default under the Notes. Additional indebtedness that USS may incur in the future may also contain similar covenants, as well as other restrictive provisions. Cross-default and cross-acceleration clauses in our revolving credit facility, the Notes, the accounts receivable program and any future additional indebtedness could have an adverse effect upon our financial position and liquidity. Such defaults include provisions applicable to failure to make payments when due, failure to comply with the covenants described above and failure to pay judgments entered against USS (which may include any judgments resulting from the environmental and asbestos litigation matters described in this prospectus and the documents incorporated by reference).

The sale prices, costs of selling receivables and amounts available under our accounts receivable program fluctuate due to factors that include the amount of eligible receivables available, costs of commercial paper funding and our long-term debt ratings. The amount available under our secured inventory facility fluctuates based on our eligible inventory levels.

We are currently in compliance with all terms of our outstanding indebtedness. Under the terms of the Notes, additional debt of approximately \$1.5 billion could have been incurred as of March 31, 2002. Of this amount, \$200 million would be subordinate to the Notes and the remainder would rank equal to the Notes.

Change in our control" clauses require us to immediately purchase or repay debt.

Change in control" events specified in our existing Notes, inventory facility and various other loan documents, the holders of our indebtedness may require us to immediately purchase or repay that debt on less than favorable terms. We may not have the financial resources to make these purchases and

~~REPRODUCTION OF THIS DOCUMENT IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE ISSUING COMPANY.~~
common stock and to restructure a \$100 million loan previously made to National Steel by an NKK subsidiary. The option expired unexercised on June 15, 2002.

[06]

On March 5, 2002, President Bush imposed tariffs of 8 to 30% on most steel imports, but did not express support for a government-sponsored program to provide relief from the industry's retiree legacy costs. No legislation had been enacted and two proposals to amend pending legislation to address retiree legacy costs failed to obtain sufficient votes. Although we will continue to explore attractive acquisitions, joint ventures and other growth opportunities in the U.S. and Central Europe, the extent of any significant consolidation in the domestic or European steel industries remains unclear.

Consolidations may not occur or may be delayed and the anticipated cost savings from consolidation may not materialize.

We will not participate in steel industry consolidation unless it is in the best interest of our customers, shareholders, creditors, employees and other constituencies. The conditions precedent to any consolidation are beyond our control, and may not be satisfied.

The benefits of any consolidation in large measure flow from anticipated cost savings. We may not be able to achieve all of these savings or may not achieve them as quickly as we expect. In addition, any rationalization of steel facilities may result in environmental, post-employment, and other shut-down costs.

Acquired companies and assets may increase our indebtedness and other obligations and require significant expenditures.

Possible future acquisitions could result in the incurrence of additional debt and related interest expense, underfunded pension and other post-retirement obligations, contingent liabilities and amortization expenses related to intangible assets, all of which could have a material adverse effect on our financial condition, operating results and cash flow.

Many of the available domestic acquisition targets may require significant capital and operating expenditures to return them to profitability. Financially distressed steel companies typically do not maintain their assets adequately. Such assets may need significant repairs and improvements. We may also have to buy sizable amounts of raw materials, spare parts and other materials for these facilities before they can resume profitable operation.

Many potential acquisition candidates are financially distressed steel companies that may not have maintained appropriate environmental programs. Their environmental problems may, therefore, require significant expenditures.

We may have difficulty or may not be able to obtain financing necessary to pursue consolidations.

~~We may not be able to obtain financing for acquisitions of other companies or their assets on favorable terms or at all.~~

Customers may purchase less from a consolidated company than they did from the individual producers and abt

Prior to December 31, 2001, our businesses were owned by USX Corporation,
now named Marathon Oi

shares. The amount of this tax would be materially greater if the Separation were deemed to be a distribution of Marathon's shares. If an acquisition occurs that results in the Separation being taxable under section 355(e), a Tax Sharing Agreement between USS and Marathon provides that the resulting corporate tax liability will be borne by the entity, either USS or Marathon, that is deemed to have been acquired.

We may be responsible for a corporate tax if the Separation fails to qualify as a tax-free transaction, which would have an adverse affect on our financial condition.

Based on representations made by USX Corporation Oi**

Prior to the Separation, the indebtedness and other obligations reflected on the combined balance sheet of USS generally represented obligations of USX Corporation that were attributed to USS for accounting purposes only and were not legal obligations of USS. Subject to a limited number of exceptions, USX Corporation was the legal obligor of the obligations reflected on the USS balance sheet and they remained obligations of Marathon Oil Corporation following the Separation. Accordingly, USS incurred new indebtedness to repay or otherwise discharge a substantial amount of the USX obligations attributed to USS prior to the Separation. The proceeds from the Outstanding Notes were used to repay a portion of the debt and other obligations attributed to USS by USX under its former tracking stock structure.

20

TERMS OF THE EXCHANGE

We are offering to exchange our 10 3/4% Senior Exchange Notes Due August 1, 2008 (the "Exchange Notes") that have been registered under the Securities Act of 1933, as amended, in exchange for an equal par value face amount of our outstanding unregistered 10 3/4% Senior Notes Due August 1, 2008 that were issued in July and September of 2001 (the "Outstanding Notes").

We will accept up to a maximum face amount of \$535 million of validly tendered Outstanding Notes.

Except for the requirements of applicable U.S. federal and state securities laws, there are no federal or state regulatory requirements to be complied with or approvals to be obtained by United States Steel in connection with the exchange offers which, if not complied with or obtained, would have a material adverse effect on United States Steel.

Purpose and Effect of the Exchange Offer

We entered into two substantially identical registration rights agreements (collectively, the "registration rights agreement") with the initial purchasers of the Outstanding Notes in which we agreed to file a registration statement relating to an offer to exchange the Outstanding Notes for Exchange Notes. This exchange offer is in fulfillment of that obligation. We also agreed that if we commence the exchange offer, we will consummate it no later than 40 days after the registration statement is declared effective. The Exchange Notes will have terms identical in all material respects to the Outstanding Notes except that the Exchange Notes will not contain terms with respect to transfer restrictions, registration rights and additional cash interest for failure to observe certain obligations in the registration rights agreement.

If we fail to comply with certain obligations under the registration rights agreement, we will be required to pay additional cash interest to the holders of the Outstanding Notes.

~~Each~~ Each holder of Outstanding Notes that wishes to exchange those Outstanding Notes for transferable Exchange Notes in the exchange offer will be required to make the following representations:

- . any Exchange Notes will be acquired in the ordinary course of its business;
- SECT By ~~holder~~ holder of USS so arrangement or understanding with any person to participate in the distribution of the Exchange Notes;
- . the holder is not an "affiliate," as defined in Rule 405 of the Securities Act, of USS;
- . if the holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes; and
- . if the holder is a broker-dealer, that it will receive Exchange Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities and that it will be required to acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes.

Resale of Exchange Notes

Based on interpretations of the SEC Py f tes.

in the letter of transmittal, transfer taxes with respect to the exchange of Outstanding Notes. We will pay all charges and expenses, other than certain applicable taxes described below, in connection with the exchange offer. It is important that you read the section labeled "--Fees and Expenses" below for more details regarding fees and expenses incurred in the exchange offer.

Expiration Date; Extensions; Amendments

The exchange offer will expire at 5:00 p.m., prevailing Eastern (U.S.) time, on August 5, 2002 (the "Expiration Date"), subject to the right of United States Steel to extend such date and time for the exchange offers in its sole discretion, in which case, the expiration date shall mean the latest date and time to which the exchange offers are extended.

United States Steel reserves the right, in its sole discretion, to extend the exchange offer, by giving oral or written notice of such extension to the Exchange Agent. Any such extension, will be followed as promptly as practicable by a public announcement thereof which will be made no later than 9:00 a.m., prevailing Eastern (U.S.) time, on the next business day after the previously scheduled expiration date.

We reserve the right, in our sole discretion:

- . to delay accepting for exchange any Outstanding Notes;
- . to extend the exchange offer or to terminate the exchange offer and to refuse to accept Outstanding Notes not previously accepted if any of the conditions set forth below under "--Certain Conditions to the Exchange Offer" have not been satisfied, by giving oral or written notice of such delay, extension or termination to the Exchange Agent; or
- . under the terms of the registration rights agreement, to amend the terms of the exchange offer in any manner.

Any delay in acceptance, extension, termination, or amendment will be followed as promptly as practicable by oral or written notice to the registered holders of Outstanding Notes. If we amend the exchange offer in a manner that we determine constitutes a material change, we will promptly disclose the amendment in a manner reasonably calculated to inform the holders of Outstanding Notes of the amendment.

Without limiting the manner in which United States Steel nre

of the extension to their holders. During any such extensions, all notes previously tendered will remain subject to the exchange offer, and we may accept them for exchange. We will return any Outstanding Notes that we do not accept for exchange for any reason without expense to their tendering holder as promptly as practicable after the expiration or termination of the exchange offer.

We expressly reserve the right to amend or terminate the exchange offer, and to reject for exchange any Outstanding Notes not previously accepted for exchange, upon the occurrence of any of the conditions of the exchange offer specified above. We will give oral or written notice of any extension, amendment, non-acceptance or termination to the holders of the Outstanding Notes as promptly as practicable. In the case of any extension, a notice will be issued no later than 9:00 a.m., Eastern (U.S.) time, on the business day after the previously scheduled expiration date.

These conditions are for our sole benefit and we may assert them regardless of the circumstances that may give rise to them or waive them in whole or in part at any or at various times in our sole discretion. If we fail at any time to exercise any of the foregoing rights, this failure will not constitute a waiver of this right. Each right will be deemed an ongoing right that we may assert at any time or at various times.

In addition, we will not accept for exchange any Outstanding Notes tendered, and will not issue Exchange Notes in exchange for any Outstanding Notes, if at the time any stop order will be threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of the Indenture under the Trust Indenture Act of 1939.

Effect of Tender

Any tender by a holder of any series of Outstanding Notes that is not withdrawn prior to the expiration date of the exchange offer will constitute a binding agreement between that holder and United States Steel upon the terms and subject to the conditions of the exchange offer and the letter of transmittal. The acceptance of the exchange offer by a tendering holder of any series of Outstanding Notes will constitute the agreement by that holder to deliver good and marketable title to the tendered Outstanding Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind.

Effect of Tendering

If you hold Outstanding Notes and wish to have your Outstanding Notes exchanged for Exchange Notes, you must validly tender (or cause the valid tender of) all of your Outstanding Notes using the procedures described in this prospectus in the accompanying letter of transmittal.

Only a holder of Outstanding Notes may tender the Outstanding Notes in the exchange offer. To tender in the exchange offer, a holder must:

- complete, sign and date the accompanying letter of transmittal, or a facsimile thereof, in accordance with the instructions set forth in the prospectus; and

Reject any Outstanding Notes not properly tendered or any Outstanding Notes the acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Outstanding Notes. Our interpretation of the terms and conditions of the exchange offer (including the instructions in the accompanying letter of transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Outstanding Notes must be cured within such time as we shall determine. Although we intend to notify holders of defects or irregularities with respect to tenders of Outstanding Notes, neither we, the Exchange Agent nor any other person will incur any liability for failure to give such notification. Tendere of Outstanding Notes will not be deemed made until any defects or irregularities have been cured or waived. Any Outstanding Notes received by the Exchange Agent that are not properly tendered and as to which be defects or irregularities have not been cured or waived will be returned to the Exchange Agent without cost to the tendering holder, unless otherwise provided in the letter of transmittal, as soon as practicable following the Expiration Date.

In all cases, we will issue Exchange Notes for Outstanding Notes that we have accepted for exchange under the exchange offer only after the Exchange Agent timely receives:

- . Outstanding Notes or a timely book-entry confirmation of the Outstanding Notes into the Exchange Agent's account at DTC; and
- . a properly completed and fully executed letter of transmittal and all other required documents or a properly transmitted agent's message.

By signing the accompanying letter of transmittal, each tendering holder of Outstanding Notes will represent to us that, among other things:

- . any Exchange Notes that the holder receives will be required in the ordinary course of its business;

26

- . the holder has no arrangement or understanding with any person or entity to participate in the distribution of th s

- . stating that the tender is being made thereby; and
- . guaranteeing that, within three New York Stock Exchange trading days after the Expiration Date, the accompanying letter of transmittal, or confirmation, and any other documents required by the accompanying letter of transmittal will be deposited by the eligible institution with the Exchange Agent; and
- . the Exchange Agent receives the properly completed and executed letter of transmittal, or facsimile thereof, as well as etc

persons, will be payable by the tendering holder. Other reasons transfer taxes

Optional Redemption

Except as set forth below, we will not be able to redeem the Notes at our option prior to maturity.

Before August 1, 2004, we may at our option on one or more occasions, upon not less than 30 nor more than 60 days' notice, redeem the Notes in an aggregate principal amount not to exceed 35% of the aggregate principal amount of the Notes originally issued at a redemption price (expressed as a percentage of principal amount) of 110.75%, plus accrued and unpaid interest to the redemption date, with the net cash proceeds from one or more Public Equity Offerings; provided that

- (1) at least 65% of such aggregate principal amount originally issued of the Notes remains outstanding immediately after the occurrence of each such redemption (other than Notes held, directly or indirectly, by the Company or its Affiliates); and
- (2) each such redemption occurs within 60 days after the date of the related Public Equity Offering.

Selection and Notice of Redemption

If we are redeeming less than all the Notes at any time, the Trustee will select Notes on a pro rata basis, by lot or by such other method as the Trustee in its sole discretion shall deem to be fair and appropriate.

We will redeem Notes of \$1,000 or less in whole and not in part. We will cause notices of redemption to be mailed by first-class mail at least 30 but not more than 60 days before the redemption date to each holder of Notes to be redeemed at its registered address.

·
 #fhany'Noter.t0 ## yhu yhu

collectively, the "indirect participants") that clear through or maintain a custodial relationship with a participant, whether directly or indirectly.

DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. The DTC Rules applicable to its participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

The Company expects that pursuant to procedures established by DTC, upon the deposit of the Global Notes with DTC, DTC will credit, on its book-entry registration and transfer system, the principal amount of Notes represented by such Global Notes to the accounts of participants. Ownership of book-entry interests is limited to participants or indirect participants, including Euroclear Bank, S.A./N.V. as operator of the Euroclear System ("Euroclear"), Clearstream Banking, S.A. ("Clearstream"), banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with DTC, either directly or indirectly. Indirect participants also include persons that hold through such indirect participants. The book-entry interests will not be held in definitive form. Ownership of beneficial interests in the Global Notes will be shown on, and the transfer of those ownership interests will be effected only through, records maintained by DTC (with respect to participants' interests), the participants and the indirect participants (with respect to the owners of beneficial interests in the Global Notes other than participants). The laws of some jurisdictions may require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and laws may impair the ability to transfer or pledge beneficial interests in the Global Notes.

So long as DTC, or its nominee, is the registered holder and owner of the Global Notes, DTC or such nominee, as the case may be, will be considered the sole legal owner and holder of any related Notes evidenced by the Global Note for all purposes of such Notes and the Indenture. Except as set forth below, as an owner of a beneficial interest in the Global Note, you will not be entitled to have the Notes represented by the Global Note registered in your name, will not receive or be entitled to receive physical delivery of certificated Notes and will not be considered to be the owner or holder of any Notes under the Global Notes. We understand that under existing industry practice, in the event an owner of a beneficial interest in the Global Note desires to take any action that DTC, as the holder of the Global Note, is entitled to take, DTC would authorize the participants to take such action, and the participants would authorize beneficial owners owning through such participants to take such action or would otherwise act upon the instructions of beneficial owners owning through them.

Participants will make payments of principal of, premium, if any, and interest on Notes represented by the Global Note registered in the name of and held by DTC or its nominee, as the case may be, as the registered owner and holder of the Global Note.

We expect that DTC or its nominee, upon receipt of any payment of principal of, premium, if any, or interest on the Global Note will credit participants'

to such t

repurchase

- (15) Attributable Debt related to Sale/Leaseback Transactions in an amount not to exceed \$150 million;
- (16) Purchase Money Indebtedness and Capital Lease Obligations Incurred to acquire property in the ordinary course of business in an aggregate amount not to exceed \$75 million in each of the first three years following July 27, 2001 and \$50 million in each of the years thereafter; and
- (17) Indebtedness of the Company and its Restricted Subsidiaries in an aggregate principal amount which, when taken together with all other Indebtedness of the Company and its Restricted Subsidiaries outstanding on the date of such Incurrence (other than Indebtedness permitted by clauses (1) through (16) above or paragraph (a)) does not exceed \$150 million.

(c) Notwithstanding the foregoing, the Company will not incur any Indebtedness pursuant to the foregoing paragraph (b) if the proceeds thereof are used, directly or indirectly, to Refinance any Subordinated Obligations of the Company unless such Indebtedness shall be subordinated to the Notes or the Guarantee to at least the same extent as such Subordinated Obligations.

(d) For purposes of determining compliance with this covenant, if an item of Indebtedness meets the criteria of more than one of the types of Indebtedness described above, the Company, in its sole discretion, (1) will classify such item of Indebtedness at the time of Incurrence and will be entitled to either include the amount and type of such Indebtedness in only one of the above clauses or divide and classify such item of Indebtedness in more than one of the types of Indebtedness described above and (2) will be entitled from time to time to reclassify all or a portion of such item of Indebtedness classified in one of the clauses in paragraph (b) above into another clause in paragraph (b) that it meets the criteria of.

(e) For purposes of determining compliance with any U.S. dollar restriction on the Incurrence of Indebtedness where the Indebtedness Incurred is denominated in a different currency, the amount of such Indebtedness will be the U.S. Dollar Equivalent determined on the date of the Incurrence of such Indebtedness, provided, however, that if any such Indebtedness denominated in a different currency is subject to a Currency Agreement with respect to U.S. dollars covering all principal, premium, if any, and interest payable on such Indebtedness, the amount of such Indebtedness expressed in U.S. dollars will be as provided in such Currency Agreement. The principal amount of any Refinancing Indebtedness Incurred in the same currency as the Indebtedness being Refinanced will be the U.S. Dollar Equivalent, as appropriate, of the Indebtedness Refinanced, except to the extent that (i) such U.S. Dollar Equivalent was determined based on a Currency Agreement, in which case the Refinancing Indebtedness will be determined in accordance with the preceding sentence, and (ii) the principal amount of the Refinancing Indebtedness exceeds the principal amount of the Indebtedness being Refinanced, in which case the U.S. Dollar Equivalent of such excess will be determined on the date such Refinancing Indebtedness is Incurred.

Limitation on Restricted Payments

(a) The Company will not, and will not permit any Restricted Subsidiary, directly or indirectly, to make a Restricted Payment if at the time the Company or such Restricted Subsidiary makes such Restricted Payment:

- (1) a Default shall have occurred and be continuing (or would result therefrom);
- (2) the Company is not entitled to Incur an additional \$1.00 of Indebtedness pursuant to paragraph (a) of the covenant described under "--Limitation on Indebtedness"; or
- (3) the aggregate amount of such Restricted Payment and all other Restricted Payments since July 27, 2001 would exceed the sum of (without duplication):
 - (A) 50% of the Consolidated Net Income accrued during the period (treated as one accounting period) from the beginning of the fiscal quarter immediately following the fiscal quarter during which July 27, 2001 occurs to the end of the most recent fiscal quarter for which financial results are publicly available prior to the date of such Restricted Payment (or, in case such Consolidated Net Income shall be a deficit, minus 100% of such deficit); plus

- (B) 100% of the aggregate Net Cash Proceeds received by the Company from the issuance or sale of its Capital Stock (other than Disqualified Stock) subsequent to July 27, 2001 (other than an

Company and its Restricted Subsidiaries than could reasonably be expected to be obtained at the time in an arm's-length transaction with a Person who was not an Affiliate.

- (b) The provisions of the preceding paragraph (a) will not prohibit:
- (1) any Investment (other than a Permitted Investment) or other Restricted Payment, in each case permitted to be made pursuant to the covenant described under "--Limitation on Restricted Payments";
 - (2) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans approved by the Board of Directors;
 - (3) loans or advances to employees in the ordinary course of business in accordance with the past practices of the Company or its Restricted Subsidiaries, but in any event not to exceed \$5.0 million in the aggregate outstanding at any one time;
 - (4) the payment of reasonable fees to Directors of the Company and its Restricted Subsidiaries who are not employees of the Company or its Restricted Subsidiaries;
 - (5) any transaction with a Restricted Subsidiary or joint venture or similar entity which would constitute an Affiliate Transaction solely because the Company or a Restricted Subsidiary owns an equity interest in or otherwise controls such Restricted Subsidiary, joint venture or similar entity;
 - (6) the issuance or sale of any Capital Stock (other than Disqualified Stock) of the Company;
 - (7) any transaction in connection with Separation, as described in the offering circulars relating to the offerings of the Outstanding Notes; and
 - (8) any transaction pursuant to any contract or agreement in effect on July 27, 2001, in each case as amended, modified or replaced from time to time so long as the amended, modified or new agreement, taken as a whole, is no less favorable to the Company and its Restricted Subsidiaries than that in effect on July 27, 2001.

Limitation on the Sale or Issuance of Capital Stock of Restricted Subsidiaries

The Company

- (1) will not, and will not permit any Restricted Subsidiary to, sell, transfer or otherwise dispose of any Capital Stock of any other Restricted Subsidiary to any Person (other than the Company or a Wholly Owned Subsidiary); and
- (2) will not permit any Restricted Subsidiary to issue any of its Capital Stock (other than, if necessary, shares of its Capital Stock constituting directors' or other legally required qualifying shares) to any Person (other than to the Company or a Wholly Owned Subsidiary);

however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other holder of a Note or that would involve the Trustee in personal liability.

If a Default occurs, is continuing and is known to the Trustee, the Trustee must mail to each holder of the Notes notice of the Default within 90 days after it occurs. Except in the case of a Default in the payment of principal of or interest on any Note, the Trustee may withhold notice if and so long as a committee of its trust officers determines that withholding notice is not opposed to the interest of the holders of the Notes. In addition, we are required to deliver to the Trustee, within 120 days after the end of each fiscal year, a certificate indicating whether the signers thereof know of any Default that occurred during the previous year. We are required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any event which would constitute certain Defaults, their status and what action we are taking or proposes to take in respect thereof.

49

Amendments and Waivers

Subject to certain exceptions, the Indenture may be amended with respect to any series of Notes with the consent of the holders of a majority in principal amount of that series of Notes then outstanding (including consents obtained in connection with a tender offer or exchange for the Notes) and any past default or compliance with any provisions may also be waived with the consent of the holders of a majority in principal amount of that series of Notes then outstanding. However, without the consent of each holder of an outstanding Note affected thereby, an amendment or waiver may not, among other things:

- (1) reduce the amount of Notes whose holders must consent to an amendment;
- (2) reduce the rate of or extend the time for payment of interest on any Note;
- (3) reduce the principal of or extend the Stated Maturity of any Note;
- (4) reduce the amount payable upon the redemption of any Note or change the time at which any Note may be redeemed as described under "--Optional Redemption";
- (5) make any Note payable in currency other than that stated in the Note;
- (6) impair the right of any holder of the Notes to receive payment of principal of and interest on such holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such holder's Notes;
- (7) make any change in the amendment provisions which require each holder's consent or in the waiver provisions; or
- (8) make any change in the ranking or priority of any Note that would adversely affect the Noteholders;

Notwithstanding the preceding, without the consent of any holder of the Notes, the Company and Trustee may amend the Indenture:

- (1) to cure any ambiguity, omission, defect or inconsistency;
- (2) to provide for the assumption by a successor corporation of the obligations of the Company under the Indenture;
- (3) to provide for uncertificated Notes in addition to or in place of certificated Notes (provided that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code);
- (4) to add guarantees with respect to the Notes, or to secure the Notes;
- (5) to add to the covenants of the Company for the benefit of the holders of the Notes or to surrender any right or power conferred upon the Company;
- (6) to make any change that does not materially and adversely affect the

After an amendment under the Indenture becomes effective, we are required to mail to holders of the Notes a notice briefly describing su

Payments" or a Permitted Investment and (y) a disposition of all or substantially all the assets of the Company in accordance with the covenant described under "--Certain Covenants--Merger and Consolidation";

(C) a disposition of assets if Additional Assets were acquired within one year prior to such disposition for the purpose of replacing the assets disposed of; and

(D) a disposition of assets with a fair market value of less than \$10,000,000.

"Attributable Debt" in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate borne by the Notes, compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended); provided, however, that if such Sale/Leaseback Transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby shall be determined in accordance with the definition of "Capital Lease Obligation".

"Attributed to the U. S. Steel Group" means attributed to the U. S. Steel Group in accordance with the Management and Accounting Policies.

lue ofchms, tSe quotient0.

"Average Life" means, as of the date of determination, with respect to any Indebtedness, the quotient obtained by dividing:

(1) the sum of the products of the numbers of years from the date of determination to the dates of each successive scheduled principal payment of or redemption of a lease Obligation, divided by the sum of the scheduled principal payments of or redemptions of such lease Obligation.

purposes of the covenant described under "Certain Covenants - Limitation on Restricted Payments" only, there shall be excluded from Consolidated Net Income any repurchases, repayments or redemptions of Investments, proceeds realized on the sale of Investments or return of capital to the Company or a Restricted Subsidiary to the extent such repurchases, repayments, redemptions, proceeds or returns increase the amount of Restricted Payments permitted under such covenant pursuant to clause (a)(3)(D) thereof.

"Consolidated Net Worth" means the total of the amounts shown on the balance sheet of the Company and its consolidated Subsidiaries (or, prior to the Separation, of the U. S. Steel Group), determined on a consolidated basis in accordance with GAAP, as of the end of the most recent fiscal quarter of the Company ending at least 45 days prior to the taking of any action for the purpose of which the determination is being made, as the sum of:

- (1) the par or stated value of all outstanding Capital Stock of the Company plus
- (2) paid-in capital or capital surplus relating to such Capital Stock plus
- (3) any retained earnings or earned surplus (or, prior to the Separation, the amount shown as "USX's net investment" instead of the sum of clauses (1), (2) and (3))

less (A) any accumulated deficit and (B) any amounts attributable to Disqualified Stock.

"Credit Facility" means any senior credit facility to be entered into by and among one or more of the Company and certain of its Foreign Restricted Subsidiaries and the lenders referred to therein, together with the related documents thereto (including the revolving loans thereunder, any guarantees and security documents), as amended, extended, renewed, restated, supplemented or otherwise modified (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any

The amount of any Disqualified Stock that does not have a fixed redemption,
repayment or repurchase 'c

~~GENERAL CONDITIONS OF SALE~~
~~Part of the CC~~

secure public or statutory obligations of such Person or deposits of cash or United States government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business;

- (2) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens, in each case for sums not yet due or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review and Liens arising solely by virtue of any statutory or common law provision relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; provided, however, that (A) such deposit account is not a dedicated cash collateral account and is not subject to restrictions against access by the Company in excess of those set forth by regulations promulgated by the Federal Reserve Board and (B) such deposit account is not intended by the Company or any Restricted Subsidiary to provide collateral to DTC;

- (3) Liens for property taxes not yet subject to penalties for non-payment or which are being contested in good faith by appropriate proceedings related thereto;

"Secured Indebtedness" means any Indebtedness of the Company secured by a Lien.

"Senior Indebtedness" means with respect to any Person:

- (1) Indebtedness of such Person (including, prior to the Separation, any Indebtedness to the extent it is Attributed to the U. S. Steel Group), whether outstanding on July 27, 2001 or thereafter Incurred; and
- (2) accrued and unpaid interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to such Person whether or not post-filing interest is allowed in such proceeding) in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable (in each case including, prior to Separation, any such Indebtedness to the extent it is Attributed to the U. S. Steel Group)

unless, in the case of clauses (1) and (2), in the instrument creating or evidencing the same or pursuant to which the same is outstanding, it is provided that such obligations are subordinate in right of payment to the

66

Notes or the Guarantee of such Person, as the case may be; provided, however, that Senior Indebtedness shall not include:

- (1) any obligation of such Person to any Subsidiary;
- (2) any liability for Federal, state, local or other taxes owed or owing by such Person;
- (3) any accounts payable or other liability to trade creditors arising in the ordinary course of business (including guarantees thereof or instruments evidencing such liabilities);
- (4) any Indebtedness of such Person (and any accrued and unpaid interest in respect thereof) which is subordinate or junior in any respect to any other Indebtedness or other obligation of such Person; or
- (5) that portion of any Indebtedness which at the time of Incurrence is Incurred in violation of the Indenture.

"Separation" means the separation of the Company from Marathon that occurred on the Separation Date.

"Separation Date" means December 31, 2001.

"Separation Documents" means the Plan of Reorganization, the Financial Matters Agreement and the Tax Sharing Agreement.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "Significant Subsidiary" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

"Stated Maturity" means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred).

"Subordinated Obligation" means, with respect to a Person, any Indebtedness of such Person (whether outstanding on July 27, 2001 or thereafter Incurred) which is subordinate or junior in right of payment to the Notes or a Guaranty of such Person, as the case may be, pursuant to a written agreement to that effect.

"Subsidiary" means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Voting Stock is at the time owned or controlled, directly or indirectly, by:

- (1) such Person;
- (2) such Person and one or more Subsidiaries of such Person; or
- (3) one or more Subsidiaries of such Person;

provided that, prior to the Separation, any Subsidiary of another Person that is Attributed to the U. S. Steel Group shall be deemed a Subsidiary of the Company, and any Voting Stock of that Subsidiary owned by such Person shall be deemed to be owned by the Company.

"Tax Sharing Agreement" means

68
evidenced to the Trustee by promptly filing with the Trustee a copy of the

resolution of the Board of Directors giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing provisions.

"U.S. Dollar Equivalent" means with respect to any monetary amount in a currency other than U.S. dollars, at any time for determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars at the spot rate for the purchase of U.S. dollars with the applicable foreign currency as published in The Wall Street Journal in the "Exchange Rates" column under the heading "Currency Trading" on the date two Business Days prior to such determination.

Except as described under "--Certain Covenants--Limitation on Indebtedness", whenever it is necessary to determine whether the Company has complied with any covenant in the Indenture or a Default has occurred and an amount is expressed in a currency other than U.S. dollars, such amount will be treated as the U.S. Dollar Equivalent determined as of the date such amount is initially determined in such currency.

"U.S. Government Obligations" means direct obligations (or certificates representing such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable at the issuer's option.

"U.S. Steel Group" means the United States Steel Group of Marathon, as defined in the Restated Certificate of Incorporation of Marathon as in effect prior to Separation.

"Value Transfer" means the \$900 million value transfer in the form of a dividend to the Company on the date of Separation.

