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Filed Pursuant to Rule 424(b)(2)
Registration Number 333-209914

CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be Registered	Amount to be Registered	Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Amount of Registration Fee(1)
6.250% Senior Notes due 2026	\$650,000,000	100.0%	\$650,000,000	\$80,925

(1) The registration fee is calculated in accordance with Rule 457(r) under the Securities Act of 1933, as amended.

About this prospectus supplement

This document consists of two parts. The first part is the prospectus supplement, which describes the specific terms of this offering and certain other matters relating to United States Steel Corporation. The second part, the accompanying prospectus, gives more general information about securities we may offer from time to time, some of which does not apply to this offering. Generally, when we refer to the prospectus, we are referring to both parts of this document combined. For information about the notes, see "Description of the notes" in this prospectus supplement.

Summary

The Company

U. S. Steel is an integrated steel producer of flat-rolled and tubular products with major production operations in the United States and Europe. An integrated steel producer uses iron ore and coke as primary raw materials for steel production. U. S. Steel has annual raw steel production capability of 22.0 million net tons (17.0 million tons in the United States and 5.0 million tons in Europe). U. S. Steel supplies customers throughout the world primarily in the automotive, consumer, industrial and oil country tubular goods markets. According to World Steel Association's latest published statistics, in 2016 U. S. Steel was the third largest steel producer in the United States and the twenty-fourth largest steel producer in the world. U. S. Steel is also engaged in other business activities consisting primarily of railroad services and real estate operations.

U. S. Steel will continue to evaluate potential strategic and organizational opportunities, which may include the acquisition, divestiture or consolidation of assets. Given recent market conditions, the cyclicality of our industry and the continued challenges faced by the Company, we are focused on strategically maintaining and spending cash (including capital investments under our asset revitalization program), in order to invest in areas consistent with our long-term strategy, and are considering various possibilities, including exiting lines of business and the sale of certain assets, that we believe would ultimately result in a stronger balance sheet and greater stockholder value. The Company will pursue opportunities based on its long-term strategy and what the Board of Directors determines to be in the best interests of the Company's stockholders at the time.

Recent developments

On February 26, 2018 we entered into a new five year credit agreement (the "New ABL Credit Agreement"), which replaced our third amended and restated credit agreement dated as of July 27, 2015 (as amended, the "Prior ABL Credit Agreement").

Our New ABL Credit Agreement provides for availability of up to the lesser of a borrowing base and approximately \$1.5 billion, less the amount of any borrowings outstanding under our New ABL Credit Agreement, and provides for the ability to increase the borrowing capacity thereunder by up to \$500 million, subject to certain conditions including lenders agreeing to provide any such increase. Certain of our direct and indirect domestic subsidiaries guarantee our New ABL Credit Agreement, and borrowings under our New ABL Credit Agreement are secured by first-priority liens on certain inventory and trade accounts receivable of U. S. Steel and the guarantors. Our New ABL Credit Agreement includes other terms and conditions that are similar to those of our Prior ABL Credit Agreement. For further information related to the New ABL Credit Agreement, see "Description of other indebtedness."

On March 7, 2018, the Company announced it will restart one of two blast furnaces ("B" blast furnace) and the steelmaking facilities at Granite City Works, an integrated steelmaking plant in Granite City, Illinois. The additional capacity will support anticipated increased demand for steel in the United States due to the recent order signed by President Donald J. Trump, which imposes a 25% tariff on steel imports from certain countries as a result of the U.S. Department of Commerce Section 232 national security investigation on steel imports. The restart process could take up to four months.

On the date of this prospectus supplement, we announced the commencement by us of an offer (the "Tender Offer") to purchase for cash any and all of our outstanding 8.375% Senior Secured Notes due 2021 at a purchase price of \$1,078.46 (per \$1,000 principal amount). The Tender Offer is expected to expire at 5:00 p.m., New York City time, on March 19, 2018, unless further extended, and to close on March 20, 2018, except to the extent that the notes are tendered by guaranteed delivery. The completion of the Tender Offer will be contingent upon the completion of the offering of the notes, among other conditions.

In addition, we intend to send a notice of redemption to the registered holders of our 8.375% Senior Secured Notes due 2021 to call for redemption on April 12, 2018 all of such notes that are not validly tendered and accepted for purchase in the Tender Offer at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to, but excluding, the redemption date, plus a "make whole" premium (the "Redemption"). The Redemption is conditioned upon completion of this offering. The information in this prospectus supplement assumes that all of our outstanding 8.375% Senior Secured Notes due 2021 are purchased in the Tender Offer.

This prospectus supplement does not constitute an offer to purchase any of our 8.375% Senior Secured Notes due 2021. Any such offer will be made exclusively pursuant to the terms of, and subject to the conditions set forth in, the offer to purchase for the Tender Offer.

The offering

At any time prior to March 15, 2021, we may also redeem up to 35% of the original aggregate principal amount of the notes with the proceeds of certain equity offerings at a redemption price equal to 106.25% of the principal amount of the notes, together with accrued and unpaid interest, if any, to, but excluding, the date of redemption.

Ranking

The notes will be our senior and unsecured obligations and will rank equally in right of payment with all of our existing and future senior indebtedness and senior in right of payment to all of our existing and future subordinated indebtedness. The notes will be effectively subordinated to any of our existing and future secured indebtedness to the extent of the value of the collateral securing such indebtedness, including all borrowings under our New ABL Credit Agreement. The notes will be structurally subordinated to all liabilities of our subs6

Risk factors

See "R

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These restrictions may affect our ability to grow in accordance with our strategy. In addition, our financial results, our substantial debt and our credit ratings could adversely affect the availability and terms of our financing.

There are limitations on our ability to borrow the full \$1.5 billion of commitments under our New ABL Credit Agreement. Availability will be limited to the lesser of a borrowing base and \$1.5 billion, less the amount of any borrowings outstanding under our New ABL Credit Agreement. The borrowing base is calculated on a monthly (or more frequent under certain circumstances) valuation of our inventory and accounts receivable. As a result, our access to credit under our New ABL Credit Agreement is potentially subject to significant fluctuation, depending on the value of the borrowing base-eligible assets as of any measurement date. Additionally, U.S. Steel must maintain a fixed charge coverage ratio of at least 1.00 to 1.00 for the most recent four consecutive quarters when availability under our New ABL Credit Agreement is not less than the greater of 10 percent of the total aggregate commitments and \$150 million. Based on the most recent four consecutive quarters, we would have satisfied this covenant. However, our ability to maintain this fixed charge coverage ratio may be affected by events beyond our control and we may not be able to meet this ratio in future periods.

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satisfactory terms or at all. Further, our ability to repurchase the notes may be limited by law. In order to avoid the obligations to repurchase the notes and events of default and potential breaches of our New ABL Credit Agreement, we may have to avoid certain change of control transactions that would otherwise be beneficial to us.

In addition, certain important corporate events, such as leveraged recapitalizations, may not, under the indenture that will govern the notes, constitute a change of control repurchase event that would require us to repurchase the notes, even though those corporate events could increase the level of our debt or otherwise adversely affect our capital structure, credit ratings or the value of the notes. See "Description of the notes—Change of control offer."

The exercise by the holders of notes of their right to require us to repurchase the notes pursuant to a change of control offer could cause a default under the agreements governing our other debt, including future agreements, even if the change of control itself does not, due to the financial effect of such repurchases on us. In the event a change of control offer is required to be made at a time when we are prohibited from purchasing notes, we could attempt to refinance the borrowings that contain such prohibitions. If we do not obtain a consent or repay those borrowings, we will remain prohibited from purchasing notes. In that case, our failure to purchase tendered notes would constitute an event of default under the indenture which could, in turn, constitute a default under our other debt. Finally, our ability to pay cash to the holders of notes upon a repurchase may be limited by our then existing financial resources.

The term "change of control" (which will be defined in the indenture that will govern the notes) is limited in its scope and does not include many events that might cause the market price of the notes to decline. Furthermore, we are required to offer to repurchase the notes only upon the occurrence of a change of control repurchase event. Such an event occurs only if, as a result of such change of control, the notes receive certain reductions in ratings, and the rating agencies assigning the ratings expressly link the reductions in ratings to the change of control. As a result, our obligation to offer to repurchase the notes upon the occurrence of a change of control is limited, even though the market price of the notes may decline significantly in the event of a highly leveraged transaction, reorganization, merger or similar transaction.

Although our senior unsecured notes generally have the same change of control protection as the notes, certain of our other creditors, such as the lenders under our New ABL Credit Agreement, have broader change of control protection.

On December 20, 2017, Congress passed (and the President subsequently signed on December 22, 2017) an extensive overhaul of the U.S. federal tax code (the "Tax Legislation"). The Tax Legislation makes significant changes to the taxation of individuals and corporations, which could significantly affect our business, operations, financial condition and results of operations, and may have an adverse impact on investors in the notes. Potential investors

Ratio of earnings to fixed charges

The following table sets forth the ratio of our earnings to fixed charges for the periods indicated:

Capitalization

The following table sets forth our cash and cash equivalents and our capitalization as of December 31, 2017:

- on an actual basis; and
- on an as adjusted basis to give effect to our entry into the New ABL Credit Agreement on February 26, 2018, the sale of the notes offered hereby and the application of the net proceeds therefrom, together with cash on hand, as described under the caption "Use of proceeds."

You should read the following table in conjunction with the sections entitled "Management's discussion and analysis of financial condition and results of operations" and our financial statements and notes included in our most recent Annual Report on Form 10-K, which is incorporated by reference into this prospectus supplement.

	As of December 31, 2017	
	(In millions)	
	Actual	As adjusted
Total cash and cash equivalents(1)	\$ 1,553	\$ 1,351
Debt:		
6.65% Senior Notes due 2037	350	350
6.875% Senior Notes due 2025	750	750
8.375% Senior Secured Notes due 2021(1)	780	—
7.375% Senior Notes due 2020	432	432
Notes offered hereby	—	650
Environmental revenue bonds	400	400
Fairfield caster lease	24	24
Other capital leases and all other obligations	1	1
Prior ABL Credit Agreement(2)	—	—
New ABL Credit Agreement(2)(3)	—	—
USSK Credit Facilities(4)	—	—
Less discounts and deferred issuance costs	(34)	(33)
Total Debt	\$ 2,703	\$ 2,574
Stockholders' equity:		
Total Stockholders' Equity(5)	\$ 3,321	\$ 3,321
Total Capitalization	\$ 6,024	\$ 5,895

(1) Assumes that all of our outstanding 8.375% Senior Secured Notes due 2021 are purchased in the Tender Offer. See "Summary—Recent developments—Tender offer for our 8.375% Senior Secured Notes due 2021." U. S. Steel will use a portion of its cash on hand to fund the Tender Offer, including the tender premium and related fees.

(2) On February 26, 2018, we entered into the New ABL Credit Agreement, which replaces our Prior ABL Credit Agreement. See "Summary—Recent Developments—Refinancing our existing ABL Credit Agreement."

(3) Availability under our New ABL Credit Agreement is limited to the lesser of a borrowing base and \$1.5 billion, less the amount of any borrowings outstanding under our New ABL Credit Agreement. As of December 31, 2017, our availability under our New ABL Credit Agreement would have been approximately \$1.5 billion. Our borrowing capacity under our New ABL Credit Agreement may be increased by up to \$500 million, subject to certain conditions. See "Description of other indebtedness" for a description of the terms of our New ABL Credit Agreement and a discussion of certain limitations to our availability of borrowings thereunder.

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(4) The USSK Credit Facilities provide for borrowing capacity of up to €250 million. As of December 31, 2017, after giving effect to our New ABL Credit Agreement, this offering and our use of the net proceeds therefrom, we would have had availability of €248 million (or approximately \$297 million) under the USSK Credit Facilities (after giving effect to approximately \$3 million of outstanding customs and other guarantees). See "Description of other indebtedness" for a description of the terms of the USSK Credit Facilities.

(5) As adjusted total stockholders' equity does not reflect non-recurring expenses we expect to incur in connection with this offering, including fees to investment bankers, attorneys and accountants, the write-off of discounts and deferred issuance costs, tender premium on our 8.375% Senior Secured Notes due 2021 and other transaction-related costs that will not be capitalized.

USSK €40 million unsecured revolving credit facility

On December 14, 2015, USSK entered into a €40 million unsecured revolving credit facility (the "2015 USSK Facility"), which replaced a €20 million unsecured revolving credit facility that expired in December 2015.

The 2015 USSK Facility is available for general corporate purposes, including as an overdraft facility and for the issuance of guarantees and letters of credit. As of December 31, 2017, USSK had no borrowings under the 2015 USSK Facility and availability was €40 million (or approximately \$48 million).

The 2015 USSK Facility bears interest at the applicable inter-bank offer rate plus a margin and USSK is obligated to pay a commitment fee on the undrawn portion of the facility. The 2015 USSK Facility expires on December 17, 2018.

The 2015 USSK Facility is unsecured and USSK is the sole obligor under the 2015 USSK Facility.

The 2015 USSK Facility includes customary terms and conditions, including, among others, covenants that limit USSK's ability to incur liens, sell assets, incur indebtedness or enter into any merger or similar arrangement.

USSK €10 million unsecured credit facility

On December 6, 2013, USSK entered into a €10 million unsecured credit facility, as amended on December 4, 2015, October 31, 2016, and as further amended on October 27, 2017 (the "2013 USSK Facility" and, together with the USSK Credit Agreement and the 2015 USSK Facility, the "USSK Credit Facilities"). Under the amended terms of the 2013 USSK Facility, USSK may draw up to €10 million until December 31, 2018.

The 2013 USSK Facility is available as an overdraft facility, and for the issuance of guarantees and letters of credit. As of December 31, 2017, USSK had no borrowings under the 2013 USSK Facility and the availability was €8 million (or approximately \$9 million) due to approximately \$3 million of outstanding customs and other guarantees.

The 2013 USSK Facility bears interest at the applicable inter-bank offer rate plus a margin and USSK is obligated to pay a commitment fee on the undrawn portion of the facility. The 2013 USSK Facility expires on December 31, 2018, subject to a one-year extension at the mutual consent of USSK and the lender under the facility.

The 2013 USSK Facility is unsecured and USSK is the sole obligor under the 2013 USSK Facility.

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The 2025 Senior Notes bear interest at 6.875% per annum. Accrued interest is paid semiannually on February 15 and August 15 of each year. The 2025 Senior Notes will mature on August 15, 2025.

We may redeem the 2025 Senior Notes, at our option, at any time in whole or from time to time in part, at the redemption prices (expressed in percentages of the principal amount) listed below, plus accrued and unpaid interest on the 2025 Senior Notes, if any, to, but excluding, the applicable redemption date, if redeemed during the twelve-month period beginning on August 15 of the years indicated below.

Prior to August 15, 2020, we may on any one or more occasions redeem up to 35% of the original aggregate principal amount of the 2025 Senior Notes ~~with a 5% premium~~

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2021 Senior Secured Notes

On May 10, 2016, we issued \$980 million of 8.375% Senior Secured Notes due 2021 (the "2021 Senior Secured Notes"). In December 2017, we c



Description of the notes

The following description of the particular terms of the notes offered hereby supplements the description of the general terms and pro! lemæ f the notesipphe fp tonofl



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Option

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The Change of Control Repurchase Event feature of the notes may in certain circumstances make more difficult or discourage a sale or takeover of the Company and, thus, the removal of incumbent management. The Change of Control Repurchase Event feature is a result of negotiations between the Company and the underwriters. The Company has no present intention to engage in a transaction involving a Change of Control, although it is possible that the Company could decide to do so in the future. As contemplated by the definition of Change of Control, the Company could enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the senior indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect the capital structure of the Company or credit ratings of the notes. Restrictions on the ability of the Company to incur Liens (as defined herein) and enter into sale and leaseback transactions are contained in the covenants as described following the caption "—Covenants—Limitation on liens" and "—Covenants—Limitation on sale and leaseback transactions." Except for the limitations contained in such covenants and the covenant relating to repurchases upon the occurrence of a Change of Control Repurchase Event, the senior indenture will not contain any covenants or provisions that may afford holders of the notes protection in the event of a highly leveraged transaction.

The Company may not have sufficient funds to repurchase all the notes upon a Change of Control Repurchase Event. Even if it has sufficient funds, the Company may be prohibited from repurchasing the notes under the terms of its future debt instruments. See "Risk factors—Risks related to an investment in the notes—We may not be able to repurchase the notes upon a change of control repurchase event."

For purposes of the foregoing discussion of a repurchase at the option of holders, the following definitions are applicable:

"Change of Control" shall occur if: (1) any "person" or "group" of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that such person or group shall be deemed to have "beneficial ownership" of all shares that any such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Company or any of its direct or indirect



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applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Ratings Event)



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- (8) Liens securing industrial revenue or pollution control bonds issued for the benefit of the Company;
- (9) Liens on property at the time such person or any of its subsidiaries acquires the property, including any acquisition by means of a merger or consolidation with or into such person or a subsidiary of such person; such person (other than assets and property affixed or appurtenant thereto);
- (10) Liens securing Indebtedness or other obligations of a subsidiary of such person owing to such person or a wholly-owned subsidiary of such person;
- (11) Liens to secure any refinancing (or successive refinancings) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (5), (6), (7), (8) or (9);



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the sale and leasing back of any Principal Property, whether now owned or hereafter acquired, unless:

- (1) such transaction was entered into prior to the date of issuance of the notes (other than any additional notes);
 - (2) such transaction was for the sale and leasing back to the Company or one of its S
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For purposes of this covenant only, "substantially all of its assets" means, at any date, a portion of the non-current assets reflected in the Company's consolidated balance sheet as of the end of the most recent quarterly period that represents at least 66% of the total reported value of such assets.

Upon such a succession, the Company will be relieved from any further obligations under the senior indenture.

Events of default

The events of default with respect to the notes will be those events described in "Description of the debt securities—Events of default" in the accompanying prospectus, except that the following will also be an event of default:

- (1) a failure by the Company to repurchase notes of such series tendered for repurchase following the occurrence of a Change of Control Repurchase Event in conformity with the covenant set forth following the caption "—Change of control offer".

For a description of the remedies available to holders of the notes as a result of an event of default, see "Description of the debt securities—Events of default" in the accompanying prospectus.

Definitions

The senior indenture contains the following defined terms:

"Attributable Debt" means, with respect to any sale and leaseback transaction, at the time of determination, the lesser of (1) the sale price of the property so leased multiplied by a fraction the numerator of which is the remaining portion of the base term of the lease included in such transaction and the denominator of which is the base term of such lease, and (2) the total obligation (discounted to the present value at the implicit interest factor, determined in accordance with GAAP, included in the total payments) of the lessee for rental payments (other than amounts required to be paid on account of property taxes as well as maintenance, repairs, insurance, water rates and other items which result as

Book-entry issuance

The notes will be represented by one or more global notes that will be deposited with and registered in the name of The Depository Trust Company, or DTC, or its nominee. We will not issue certificated notes to you, except in the limited circumstances described below. Each global note will be issued to DTC, which will keep a computerized record of its participants whose clients have purchased the notes. Each participant will then keep a record of its own clients. Unless it is exchanged in whole or in part for a certificated note, a global note may not be transferred. DTC, its nominees and their successors may, however, transfer a global note as a whole to one another, and these transfers are required to be recorded on our records or a register to be maintained by the trustee.

Beneficial interests in a global note will be shown on, and transfers of beneficial interests in the global note will be made only through, records maintained by DTC and its participants. DTC has provided us with the following information: DTC is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered under the provisions of Section 17A of the Exchange Act. DTC holds securities that its direct participants deposit with DTC. DTC also records the settlements among direct participants of securities transactions, such as transfers and pledges, in deposited securities through computerized records for direct participants' accounts. This book-entry system eliminates the need to exchange certificated securities. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

DTC's book-entry system is also used by other organizations such as securities brokers and dealers, banks and trust companies that work through a direct participant. The rules that apply to DTC and its participants are on file with the SEC.

DTC is owned by a number of its direct participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc.

When you purchase notes through the DTC system, the purchases must be made by or through a direct participant, which will receive credit for the notes on DTC's records. When you actually purchase the notes, you will become their beneficial owner. Your ownership interest will be recorded only on the direct or indirect participants' records. DTC will have no knowledge of your individual ownership of the notes. DTC's records will show only the identity of the direct participants and the principal amount of the notes held by or through them. You will not receive a written confirmation of your purchase or sale or any periodic account statement directly from DTC. You should instead receive these from your direct or indirect participant. As a result, the direct or indirect participants are responsible for keeping accurate account of the holdings of their customers. The trustee will wire payments on the notes to DTC's nominee. We and the trustee will treat DTC's nominee as the owner of each global note for all purposes. Accordingly, we, the trustee and any paying agent will have no direct responsibility or liability to pay amounts due on a global note to you or any other beneficial owners in that global note.

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We understand that is DTC's current practice, upon receipt of any payment of distributions or liquidation amounts, to proportionately credit direct participants' accounts on the payment date based on their holdings. In addition, we understand that it is DTC's current practice to pass through any consenting or voting rights to such participants by using an omnibus proxy. Those participants will, in turn, make payments to and solicit votes from you, the ultimate owner of notes, based on their customary practices. Payments to you will be the responsibility of the participants and not of DTC, the trustee or the Company.

Notes represented by one or more global notes will be exchangeable for certificated notes with the same terms in authorized denominations only if:

- DTC is unwilling or unable to continue as a depository or ceases to be a clearing agency registered under applicable law, and a successor is not appointed by us within 90 days;
- an event of default occurs and is continuing in respect of the notes; or
- we decide to discontinue the book-entry system.

If a global note is exchanged for certificated notes, the trustee will keep the registration books for the notes at its corporate office and follow customary practices and procedures regarding those certificated notes.

Certain U.S. federal income tax considerations

The following is a summary of certain material U.S

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In this discussion, we use the term "U.S. holder" to refer to a beneficial owner of notes that is, for U.S. federal income tax purposes:

- an individual citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

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Certain U.S. holders that are individuals, estates or trusts are required to pay an additional 3.8% tax on, among other things, interest on and gains from the sale or other disposition of notes. U.S. holders that are individuals, estates or trusts should consult their tax advisors regarding the effect, if any, of this tax on their ownership and disposition of the notes.

Consequences to non-U.S. holders

Subject to the discussion below under "—Foreign Account Tax Compliance Act" and "—Information reporting and backup withholding," interest paid to a non-U.S. holder on its notes will not be subject to U.S. federal withholding tax provided that:

- such holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our voting stock;
- such holder is not a controlled foreign corporation with respect to which we are a "related person" within the meaning of Section 864(d)(4) of the Code;
- such holder is not a bank that received such interest on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; and
- (1) the non-U.S. holder certifies in a statement provided to the applicable withholding agent, under penalties of perjury, that it is not a United States person within the meaning of the Code and provides its name and address, (2) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business and holds the notes on behalf of the non-U.S. holder certifies to the applicable withholding agent under penalties of perjury that it, or the financial institution between it and the non-U.S. holder, has received from the non-U.S. holder a statement, under penalties of perjury, that such holder is not a United States person and provides the applicable withholding agent with a copy of such statement or (3) the non-U.S. holder holds its notes directly through a "qualified intermediary" and certain conditions are satisfied.

A non-U.S. holder generally will also be exempt from withholding tax on interest if such amount is effectively connected with such holder's conduct of a U.S. trade or business (and, if an applicable income tax treaty so requires, is attributable to a U.S. "permanent establishment") (as discussed below under "—Consequences to non-U.S. holders—U.S. trade or business") and the holder provides the applicable withholding agent with a properly executed IRS Form W-8ECI (or applicable successor form).

If a non-U.S. holder does not satisfy the requirements above, interest paid to such non-U.S. holder generally will be subject to a 30% U.S. federal withholding tax. Such rate also may be reduced or eliminated under a tax treaty between the United States and the non-U.S. holder's country of residence. To claim a reduction or exemption under a tax treaty, a non-U.S. holder must generally complete an IRS Form W-8BEN or an IRS Form W-8BEN-E (or applicable successor form) and claim the reduction or exemption on the form.

Subject to the discussion below under "—Foreign Account Tax Compliance Act" and "—Information reporting and backup withholding," a non-U.S. holder generally will not be subject to U.S. federal income tax or withholding tax on gain recognized on the sale, redemption or other taxable disposition of a note so long as (1) the gain is not effectively connected with the conduct by the non-U.S. holder of a trade or business within the United States (or, if an applicable tax treaty so requires, the gain is not attributable to a U.S. permanent establishment maintained by such non-U.S. holder) and (2) in the case of a non-U.S. holder who is an individual, such non-U.S. holder is not present in the United States for 183 days or more in the taxable year of disposition or certain other requirements are not met. A non-U.S. holder that does not meet this exemption is encouraged to consult his or her tax advisor regarding the potential liability for U.S. federal income tax on such holder's gain realized on a note.

If interest paid on a note or gain from a disposition of a note is effectively connected with a non-U.S. holder's conduct of a U.S. trade or business (and, if an income tax treaty so requires, the non-U.S. holder maintains a U.S. permanent establishment to which such amounts are generally attributable), the non-U.S. holder generally will be subject to U.S. federal income tax on the interest or gain on a net basis in the same manner as if it were a U.S. holder. A non-U.S. holder that is a non-U.S. corporation may also be subject to a branch profits tax equal to 30% of its effectively connected earnings and profits for the taxable year, subject to certain adjustments, unless it qualifies for a lower rate under an applicable income tax treaty. For this purpose, interest on a note or gain from a disposition of a note will be included in effectively connected earnings and profits if the interest or gain is effectively connected with the conduct by the foreign corporation of a trade or business in the United States.

Foreign Account Tax Compliance Act

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code (such Sections commonly referred to as the Foreign Account Tax Compliance Act or "FATCA") on certain types of payments made to non-United States financial institutions and certain other non-United States entities. Specifically, a 30% withholding tax may be imposed on payments of interest on, or gross proceeds from the sale or other disposition of, a note paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (1) above, it must enter into an agreement with the United States Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States owned foreign entities" (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. An

Certain ERISA considerations

The U.S. Employee Retirement Income Security Act of 1974, a

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the meaning of U.S. Code of Federal Regulations 29 C.F.R. Section 2510.3-21(c), as amended (the "Fiduciary Rule"), who (a) is independent of the Company and the underwriters; (b) is capable of evaluating investment risks independently, both in general and with respect to particular transactions and investment strategies (within the meaning of the Fiduciary Rule); (c) is a fiduciary (under ERISA and/or Section 4975 of the Code) with respect to the purchaser or transferee's investment in the notes and is responsible for exercising the



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Similar to other purchase transactions, the underwriters' purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of the notes or preventing or retarding a decline in the market price of the notes. As a result, the price of the notes may be higher than the price that might otherwise exist in the open market.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the notes. In addition, neither we nor any of the underwriters make any representation that the representative will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Other relationships

Some of the underwriters and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. In particular, JPMorgan Chase Bank, N.A., an affiliate of J.P. Morgan Securities LLC, acts as the administrative agent and collateral agent under our New ABL Credit Agreement. In addition, affiliates of certain of the underwriters are lenders under our New ABL Credit Agreement. Certain of the underwriters and/or their affiliates hold a portion of our 8.375% Senior Secured Notes due 2021. Accordingly, such underwriters and/or their affiliates will receive a portion of the proceeds from this offering to the extent they tender such notes in the Tender Offer or upon the completion of the Redemption. Bank of America, N.A., an affiliate of Merrill Lynch, Pierce, Fenner & Smith Incorporated, is administrative agent under a credit facility of our USS-POSCO Industries joint venture. J.P. Morgan Securities LLC and Credit Suisse Securities (USA) LLC are acting as dealer managers for the Tender Offer.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. Certain of the underwriters or their affiliates that have a lending relationship with us routinely hedge, and certain other of those underwriters or their affiliates currently hedge and are likely to hedge in the future, their credit exposure to us consistent with their customary risk management policies. Typically, such underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

European Economic Area

The notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic



United States Steel Corporation
Senior Debt Securities
Subordinated Debt Securities
Common Stock
Preferred Stock
Depository Shares
Warrants
Stock Purchase Contracts
Stock Purchase Units

We may from time to time offer and sell senior debt securities, subordinated debt securities, common stock, preferred stock, depository shares, warrants, stock purchase contracts, stock purchase units or any combination of these securities. The debt securities, preferred stock, warrants and purchase contracts may be convertible into or exercisable or exchangeable for common or preferred stock or other securities or debt or equity securities of one or more other entities.

We may offer and sell these securities to or through one or more underwriters, dealers or agents, directly to other purchasers, on a continuous or delayed basis, or to holders of other securities in exchanges in connection with acquisitions.

This prospectus describes some of the general terms that may apply to these securities. The specific terms of any securities to be offered will be described in a supplement to this prospectus. You should read this prospectus and any prospectus supplement carefully before you invest.

Our common stock is listed on the New York Stock Exchange under the symbol "X."

Investing in these securities involves certain risks. See "Risk Factors" on page 4 and the other information included and incorporated by reference in this prospectus for a discussion of the factors you should carefully consider before deciding to purchase these securities.

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.

If you are in a jurisdiction where offers to sell, or solicitations of offers to purchase, the securities offered by this document are unlawful, or if you are a person to whom it is unlawful to direct these types of activities, then the offer presented in this document does not extend to you. The information contained in this document speaks only as of the date of this document, unless the information specifically indicates that another date applies.

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ABOUT THIS PROSPECTUS

This prospectus is a part of a "shelf" registration statement that we have filed with the Securities and Exchange Commission (the "SEC"). By using a shelf registration statement, we may offer and sell, at any time or from time to time, in one or more offerings, any combination of the securities described in this prospectus. The exhibits to our registration statement contain the full text of certain contracts and other important documents we have summarized in this prospectus. Since these summaries may not contain all the information that you may find important in deciding whether to purchase the securities we offer, you should review the full text of these documents. The registration statement and the exhibits can be obtained from the SEC as indicated under the heading "Where You Can Get More Information."

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to "incorporate by reference" into this prospectus the information in documents we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and later information that we file with the SEC will update and supersede this information. We incorporate by reference the following documents and any future filings we make with the SEC under Section 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934 until the termination of the offering (other than any documents or information deemed to have been furnished and not filed in accordance with the SEC rules). These documents contain important information about us. The SEC file number for these documents is 1-16811.

- Our Annual Report on Form 10-K for the year ended December 31, 2015;
- Our Definitive Proxy Statement on Schedule 14A, dated March 13, 2015; and
- The description of our common stock contained in our registration statement on Form S-4 filed with the SEC on September 7, 2001, as amended.

Any statement contained in a document incorporated by reference to this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed to constitute a part of this prospectus except as so modified or superseded.

Any statement contained in a document incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document which is also incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed to constitute a part of this prospectus except as so modified or superseded.

We will provide, upon written or oral request, to each person to whom a prospectus is delivered, including any beneficial owner, a copy of any or all of the information that has been incorporated by reference into the prospectus but not delivered with the prospectus. You may request a copy of these filings at no cost.

Requests for documents should be directed to:

United States Steel Corporation
Office of the Secretary
600 Grant Street
Pittsburgh, Pennsylvania 15219-2800
(412) 433-1121
(412) 433-2811 (fax)

FORWARD-LOOKING STATEMENTS

This prospectus and the information incorporated by reference in it contain information that may constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. We intend the forward-looking statements to be covered by the safe harbor provisions for forward-looking statements in these sections.

Generally, we have identified such forward-looking statements by using the words "believe," "expect," "intend," "estimate," "anticipate," "project," "target", "forecast", "aim," "will" and similar expressions or by using future dates in connection with any discussion of, among other things, operating performance, trends, events or developments that we expect or anticipate will occur in the future,

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registered in the name of a depositary designated by U. S. Steel. Each Debt Security represented by a global security is referred to as a "book-entry security."

Debt Securities may be issued from time to time pursuant to this prospectus, and will be offered on terms determined at the time of sale. Debt Securities may be issued in one or more series with the same or various maturities and may be sold at par, a premium or an original issue discount. Debt Securities sold at an original issue discount may bear no interest or interest at a rate that is below market rates. Debt Securities may be denominated in U.S. dollars or other currencies, and unless otherwise provided in the applicable prospectus supplement, Debt Securities denominated in U.S. dollars will be issued in denominations of \$1,000 and integral multiples thereof.

Please refer to the applicable prospectus supplement for the specific terms of the Debt Securities offered including the following:

1. Designation of an aggregate principal amount, purchase price, denomination and whether senior or subordinated;
2. Date of maturity;
3. If other than U.S. currency, the currency for which the Debt Securities may be purchased;
4. The interest rate or rates and, if floating rate, the method of calculating interest;
5. The times at which any premium and interest will be payable;
6. The place or places where principal, any premium and interest will be payable;
7. Any redemption or sinking fund provisions or other repayment obligations;
8. Any index used to determine the amount of payment of principal of and any premium and interest on the Debt Securities;

variable; a

Certain Covenants of U. S. Steel in the Indentures

Payment

U. S. Steel will pay principal of and premium, if any, and interest on the Debt Securities at the place and time described in the Debt Securities (Section 10.01). Unless otherwise provided in the applicable prospectus supplement, U. S. Steel will pay interest on any Debt Security to the person in whose name that security is registered at the close of business on the regular record date for that interest payment (Section 3.07).

Any money deposited with the trustee or any paying agent for the payment of principal of or any premium or interest on any Debt Security that remains unclaimed for two years after that amount has become due and payable will be paid to U. S. Steel at its request. After this occurs, the holder of that security must look only to U. S. Steel for payment of that amount and not to the trustee or paying agent (Section 10.03).

Merger and Consolidation

U. S. Steel will not merge or consolidate with any other entity or sell or convey all or substantially all of its assets to any person, firm, corporation or other entity, except that U. S. Steel may merge or consolidate with, or sell or convey all or substantially all of its assets to, any other entity if (i) U. S. Steel is the continuing entity, or the successor entity (if other than U. S. Steel) is organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and such entity expressly assumes payment of the principal and interest on all the Debt Securities, and the performance and observance of all of the covenants and conditions of the applicable indenture to be performed by U. S. Steel and (ii) there is no default under the applicable indenture. Upon such a succession, U. S. Steel will be relieved from any further obligations under the applicable indenture. The indentures define "substantially all of its assets" as, at any date, a portion of the non-current assets reflected in U. S. Steel's consolidated balance sheet as of the end of the most recent quarterly period that represents at least 66-2/3% of the total reported value of such assets (Section 8.01).

Waiver of Certain Covenants

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principal amount thereof or reduce the rate of interest or premium payable upon redemption, or reduce the amount of principal of an original issue discount Debt Security or any other Debt Security that would be due and payable upon a declaration of acceleration of the maturity thereof, or change the currency in which the Debt Securities are payable or impair the right to institute suit for the enforcement of any payment after the stated maturity thereof or the redemption date, if applicable, or adversely affect any right of the holder of any Debt Security to require U. S. Steel to repurchase that security, (ii) reduce the percentage in principal amount of outstanding Debt Securities of any series, the consent of the holders of which is required for any waiver or supplemental indenture, (iii) modify the provisions of that indenture relating to the waiver of past defaults or the waiver or certain covenants or the provisions described under the heading "Modification of the Indentures," except to increase any percentage set forth in those provisions or to provide that other provisions of that indenture may not be modified without the consent of the holder of each Debt Security affected thereby, (iv) change any obligation of U. S. Steel to maintain an office or agency, (v) change any obligation of U. S. Steel to pay additional amounts, (vi) adversely affect the right of repayment or repurchase at the option of the Holder, or (vii) reduce or postpone any sinking fund or similar provision (Section 9.02).

Satisfaction and Discharge; Defeasance



DESCRIPTION OF CAPITAL STOCK

The following description of certain terms of our capital stock does not purport to be complete and is subject to, and qualified in its entirety by reference to, our restated certificate of incorporation, as amended (the "Certificate of Incorporation"), our by-laws, as amended (the "By-Laws"), and the applicable provisions of the Delaware General Corporation Law (the "DGCL"). For more information on how you can obtain the Certificate of Incorporation and the By-Laws, see "Where You Can Find More Information."

General

Under the Certificate of Incorporation, we are authorized to issue up to 440,000,000 shares of capital stock, consisting of 400,000,000 shares of common stock, par value \$1.00 ar

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"business combination" with an "interested stockholder" for a period of three years following the time that the person bt th a pe



DESCRIPTION OF OTHER SECURITIES

We will set forth, in the applicable prospectus supplement, a description of any warrants, depositary shares, convertible or exchangeable securities, stock purchase contracts, or stock purchase units that may be offered pursuant to this prospectus.

SELLING SECURITY HOLDERS

The applicable prospectus supplement will set forth the name of each selling security holder and the number of and type of securities beneficially owned by such selling security holder prior to and after the completion of an offering that are covered by such prospectus supplement. The applicable prospectus supplement also will disclose whether any of the selling security holders have held any position or office with, have been employed by or otherwise have had a material relationship with us or any of our affiliates during the three years prior to the date of the prospectus supplement.

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PLAN OF DISTRIBUTION

We may offer the offered securities in one or more of the following ways from time to time:

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LEGAL MATTERS

The validity of the issuance of the offere



