

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported):
August 6, 2010

United States Steel Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other
jurisdiction of
incorporation)

1-16811
(Commission File Number)

25-1897152
(IRS Employer
Identification No.)

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

15219-2800
(Zip Code)

(412) 433-1121

(Registrant's telephone number,
including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

On August 6, 2010, U. S. Steel Košice, s.r.o. (“USSK”), a company organized under the laws of the Slovak Republic and a wholly-owned subsidiary of United States Steel Corporation, entered into a multicurrency revolving credit facility agreement (the “Credit Agreement”) with COMMERZBANK Aktiengesellschaft, ING Bank N.V., Slovenská sporiteľňa, a.s., Citibank Europe plc and HSBC Bank plc. The Credit Agreement provides for a EUR 200,000,000 revolving unsecured credit facility that expires on August 6, 2013. The Credit Agreement contains conventional representations and warranties, affirmative covenants, negative covenants and events of default.

The Credit Agreement replaces USSK’s EUR 200,000,000 Credit Facility dated July 2, 2008.

A copy of the Credit Agreement is filed as Exhibit 10.1 to this Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The disclosure under Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

- 10.1 EUR 200,000,000 multicurrency revolving credit facility agreement dated August 6, 2010 among U. S. Steel Košice, s.r.o., and COMMERZBANK Aktiengesellschaft, ING Bank N.V., Slovenská sporiteľňa, a.s., Citibank Europe plc and HSBC Bank plc.

AGREEMENT

DATED 6 AUGUST, 2010

~~REG D 6~~
€200,000,000

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MULTICURRENCY REVOLVING CREDIT REDVT a 2m

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(b) liabilities under or in respect of any acceptance or acceptance credit or acce



Permitted Disposal means any of the following:

- (a) disposals of Assets in the ordinary course of trading at arms' length;
- (b) disposals on normal commercial terms of obsolete Assets or Assets no longer used or useful in the Company's business;
- (c) payment of cash as consideration for the acquisition of any Asset on normal commercial terms;
- (d) temporary application of funds not immediately required in the Company's business for the purchase of investments or the realisation of such investments;
- (e) exchange of Assets for other assets of a similar nature and value, or the sale of Assets on normal commercial terms for cash that is payable in full on completion of the sale and is to be, and is, applied toward the purchase of similar Assets within six months;
- (f) disposals of Assets located outside the Republic;
- (g) any disposal that the Facility Agent agrees in writing is a Permitted Disposal; and
- (h) any disposal approved in writing by the Majority Lenders.

Permitted Merger means:

- (a) a merger of any Subsidiary of the Company into the Company, such that the Company acquires all the assets and liabilities of such Subsidiary and the Company is the surviving legal entity, provided the Company's post-merger consolidated net worth equals or exceeds the immediately preceding pre-merger consolidated net worth of the Company and that Subsidiary as determined on the basis of accounting principles and practices consistent with the preparation of the Latest Accounts;
 - (b) any other merger or corporate restructuring approved in advance in writing by the Facility Agent (acting on the instructions of the Majority Lenders);
 - (c) a merger of any Subsidiary of U. S. Steel into the Company, such that the Company acquires all the assets and liabilities of such Subsidiary and the Company is the surviving legal entity, provided the Company's post-merger consolidated net worth equals or exceeds the immediately preceding pre-merger consolidated net worth of the Company and that Subsidiary as determined on ding
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PRIBOR means for a Term of any Loan or overdue amount denominated in Czech Koruna:

- (a) the applicable Screen Rate; or
- (b) if no Screen Rate is available for Czech Koruna or the Term of that Loan or overdue amount, the arithmetic mean (rounded upward to four decimal places) of the rates, as supplied to the Facility Agent at its request, quoted by the Reference Banks to leading banks in the Prague interbank market,

as of 11.00 a.m. on the Rate Fixing Day for the offering of deposits in Czech Koruna for a period comparable to the Term of that Loan.

Pro Rata Share means:

- (a) for the purpose of determining a Lender's share in a utilisation of the Facility, the proportion which its Commitment bears to the Total Commitments; and
- (b) for any other purpose on a particular date:
 - (i) the proportion which a Lender's share of the Loans (if any) bears to all the Loans;
 - (ii) if there is no Loan outstanding on that date, the proportion which its Commitment bears to the Total Commitments on that date; or
 - (iii) if the Total Commitments have been cancelled, the proportion which its Commitment bore to the Total Commitments immediately before being cancelled.

Rate Fixing Day means:

- (a) the second Business Day before the first day of a Term for a Loan denominated in any currency other than euro; or
- (b) the second TARGET Day before the first day of a Term for a Loan denominated in euro,

or such other day as the Facility Agent determines is generally treated as the rate fixing day by market practice in the relevant interbank market.

Reference Banks means the Facility Agent, and any other bank or financial institution appointed as such by the Facility Agent under this Agreement.

Relevant Taxes means Taxes imposed or levied by the Republic (or any political subdivision or taxing authority of the Republic) or by any other jurisdiction from or through which any payment is made by the Company under the Finance Document, but excludes Taxes imposed by the Republic which are so imposed as a direct consequence of the relevant Finance Party maintaining a permanent establishment in the Republic and of that establishment being directly involved in any Loan.

Repeating Representations means the representations and warranties that are then made or deemed to be repeated under Clause 16.21 ()

Republic means the Slovg



Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

Tax Payment means a payment made by the Company to a Finance Party in any way relating to a Tax Deduction or under any indemnity given by the Company in respect of Tax under any Finance Document.

Term means each period determined under this Agreement by reference to which interest on a Loan or an overdue amount is calculated.

Total Commitments means the aggregate of the Commitments of all the Lenders.

Transfer Certificate means a certificate, substantially in the form of Schedule 4 (), with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company.

U.K. means the United Kingdom.

US Dollars or **USD** mean the lawful currency for the time being of the United States of America.

USGAAP means the generally accepted accounting principles and practices in the United States of America in effect from time to time.

U. S. Steel means United States Steel Corporation, currently a corporation organized under the laws of the State of Delaware, U.S.A., Delaware registration number 3396733.

Utilisation Date means each date on which the Facility is utilised.

1.2 Construction

(a) In this Agreement, unless the contrary intention appears, a reference to:

- (i) an **amendment** includes a supplement, novation, restatement or re-enactment and **amended** will be construed accordingly;
- (ii) **assets** means assets as defined in the Latest Accounts;
- (iii) an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration or notarisation;
- (iv) **disposal** means a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly;
- (v) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money;
- (vi) **know your customer requirements** are the identification checks that a Finance Party requests in order to meet its obligations under any applicable law or regulation to identify a person who is (or is to become) its customer;

- (vii) a **person** includes any individual, company, corporation, unincorporated association or body (including without limitation a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
 - (viii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which any person to which it applies is accustomed to comply) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (ix) a currency is a reference to the lawful currency for the time being of the relevant country;
 - (x) a Default being **outstanding** means that it has not been remedied or waived;
 - (xi) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
 - (xii) a Clause, a Subclause or a Schedule is a reference to a clause or subclause of, or a schedule to, this Agreement;
 - (xiii) a Party or any other person includes its successors in title, permitted assigns and permitted transferees;
 - (xiv) a Finance Document or another document is a reference to that Finance Document or other document as amended;
 - (xv) the word “will” shall be construed to have the same meaning and effect as the word “shall”; and
 - (xvi) a time of day is a reference to Central European time (i.e. CET or CEST, as applicable in the given time of the year).
- (b) Unless the contrary intention appears, a reference to a **month** is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:
- (i) if the numerically corresponding day is not a Business Day, the period will end on the next Business Day in that month (if there is one) or the preceding Business Day (if there is not);
 - (ii) if there is no numerically corresponding day in that month, that period will end on the last Business Day in that month; and
 - (iii) notwithstanding sub-paragraph (i) of this Clause 1.2(b), a period which commences on the last Business Day of a month will end on the last Business Day in the next month or the calendar month in which it is to end, as appropriate.
- (c) Unless expressly provided to the contrary in a Finance Document, a person who is not a party to a Finance Document may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and, notwithstanding any term of any Finance Document, no consent of any third party is required for any amendment (including, without limitation, any release or compromise of any liability) or termination of any Finance Document.

(ii) if there are any amounts of any commitments of the lenders under the Existing Facility A unutilised on both the date of the Request and the Utilisation Date, until such unutilised amounts of such commitments are irrevocably cancelled in whole by the Company on or before the Utilisation Date in accordance with the terms of the Existing Facility Agreement A.

(b) The obligations of each Lender to participate in any Loan are subject to the further conditions precedent that on both the date of the Request and the Utilisation Date for that Loan:

(i) the Repeating Representations are correct in all material respects; and

(ii) no Default or, in the case of a Rollover Loan, no Event of Default is outstanding or would result from the Loan.

4.3 Drawstop

A Request may not be made in any case where the Company is in default under the Existing Facility B of any payment obligation (or payment obligations in aggregate) in an amount equal to or in excess of EUR 500,000 or its equivalent in other currencies (a **Drawstop Event**). Following a Drawstop Event, no further Requests may be made until the Facility Agent notifies the Company in writing that it may submit a Request. The Facility Agent shall so notify the Company promptly after the Facility Agent receives evidence reasonably satisfactory to it that such default or defaults: (i) are no longer outstanding; or (ii) are waived in accordance with the Existing Facility Agreement ne Exaynarreanly Fakkang aeahHare u theEung a Dufud int aay rd dfuls: (ünnts: (by rd hp gHhlin



- (i) a minimum of €5,000,000 and an integral multiple of €250,000 or an amount which complies with Clause 6 ();
 - (ii) the maximum undrawn amount available under the Facility on the proposed Utilisation Date; or
 - (iii) such other amount as the Facility Agent may agree; and
- (c) the proposed currency and Term comply with this Agreement.

Only one Loan may be requested in a Request.

5.3 Advance of Loan

- (a) The Facility Agent must promptly notify each Lender of the details of the requested Loan and the amount of its shn
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6.5 Optional Currency equivalents

The equivalent in euros of a Loan or part of a Loan in an Optional Currency for the purposes of calculating:

- (a) whether any limit under this Agreement has been exceeded;
- (b) the amount of a Loan;
- (c) the share of a Lender in a Loan;
- (d) the amount of any repayment or prepayment of a Loan; or
- (e) the undrawn amount of a Lender's Commitment,

is its euro amount.

6.6 Notification

The Facility Agent must notify the Lenders and the Company of the relevant euro amount (and the applicable Agent's Spot Rate of Exchange) promptly after they are ascertained.

7. REPAYMENT

- (a) The Company must repay each Loan made to it in full on its Maturity Date.
 - (b) Where the Maturity Date for an outstanding Loan coincides with the Utilisation Date for a new Loan to be denominated in the same currency as the outstanding Loan, the Facility Agent will apply the new Loan in or towards repayment of the outstanding oward
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(B) until the date of the completion of the audit, the amount of a repayment or prepayment and cancellation and repayment in respect of a Specified Lender pursuant to this Clause 8.7 without the prior written consent of the Lenders otherwise required under this paragraph (ii) up to an aggregate amount of EUR 50,000,000, if on any of: (AA) the date of delivery of the repayment or prepayment and cancellation notice to the Facility Agent or (BB) date of making the repayment or prepayment (if any) there is no Default under the Facility Agreement, in which case the Facility Agent shall be deemed to have consented to such repayment or prepayment and cancellation and repayment.

9.5 Acknowledgement

The Company acknowledges and confirms for the benefit of the Finance Parties who are banks or branches of foreign banks incorporated in the Slovak Republic that it has been informed about the amount of the annual percentage rate of interest of the Loan and on the fees that the Company shall pay under the Finance Documents in compliance with section 37(2) of the Slovak Act No. 483/2001 Coll. as amended.

10. TERMS

10.1 Selection

- (a) Each Loan has one Term only.
- (b) The Company must select the Term for a Loan in the relevant Request.
- (c) Subject to the following provisions of this Clause, each Term for a Loan will be one or two weeks, or one, two, three or six months.

10.2 No overrunning the Final Maturity Date

If a Term would otherwise overrun the Final Maturity Date, it will be shortened so that it ends on the Final Maturity Date in which case the Company will have no obligation to pay Break Costs or other costs arising from the shortening.

10.3 Notification

The Facility Agent must notify each relevant Party of the duration of each Term promptly after ascertaining its duration.

11. MARKET DISRUPTION

11.1 Failure of a Reference Bank to supply a rate

If IBOR is to be calculated by reference to the Reference Banks but a Reference Bank does not supply a rate by noon on a Rate Fixing Day, the applicable IBOR will, subject as hereinafter provided, be calculated on the basis of the rates of the remaining Reference Banks.

11.2 Market disruption

- (a) In this Clause, each of the following events is a **market disruption event**:
 - (i) IBOR is to be calculated by reference to the Reference Banks but no, or only one, Reference Bank supplies a rate by noon on the Rate Fixing Day; or
 - (ii) the Facility Agent receives by close of business on the Rate Fixing Day notification from Lenders whose shares in the relevant Loan exceed 30 per cent. of that Loan that the cost to them of obtaining matching deposits in the relevant interbank market is in excess of IBOR for the relevant Term.
- (b) The Facility Agent must promptly notify the Company and the Lenders of a market disruption event.
- (c) After notification under paragraph (b), the rate of interest on each Lender's share in the affected Loan for the relevant Term will be the aggregate of the applicable:

- (i) Margin;
- (ii) rate notified to the Facility Agent by that Lender as soon as practicable, and in any event before interest is due to be paid in respect of that Term, to be that which expresses as a percentage rate per annum the cost to that Lender of funding its share in that Loan from whatever source it may reasonably select; and
- (iii) Mandatory Cost.

11.3 Alternative basis of interest or funding

- (a) If a market disruption event occurs and the Facility Agent or the Company so requires, the Company and the Facility Agent must enter into negotiations for a period of not more than 30 days with a view to agreeing an alternative basis for determining the rate of interest and/or funding for the affected Loan.
- (b) Any alternative basis agreed will be, with the prior consent of all the Lenders, binding on all the Parties.

12. TAXES

12.1 Gross-up

All payments by the Company under the Finance Documents shall be made without any deduction and free and clear of and without deduction for or on account of any Taxes, except to the extent that the Company is required by law to make payment subject to any Taxes. If any Relevant Tax or amounts in respect of any Relevant Tax must be deducted from any amounts payable or paid by the Company, or paid or payable by the Facility Agent to a Lender, under the Finance Documents, the Company shall, subject to Clause 12.4 (), pay such additional amounts as may be necessary to ensure that the relevant Lender receives a net amount equal to the full amount which it would have received had payment not been made subject to Relevant Tax.

12.2 Tax receipts

All Taxes required by law to be deducted or withheld by the Company from any amounts paid or payable under the Finance Documents shall be paid by the Company when due and the Company shall, within 15 days of receipt of evidence of the payment being made, deliver the same to the Facility Agent.

12.3 Reimbursement of tax credit

If the Company pays a Tax Payment under Clause 12.1 () for the account of a Lender, and the Lender effectively obtains, or could have effectively obtained by taking reasonable action (in which case the Lender shall be treated as actually having obtained), a refund of Tax, or credit against Tax, by reason of that Tax Payment (a **Tax Credit**), then the Lender shall reimburse to the Company such amount as the Lender shall reasonably determine to be the proportion of the Tax Credit as will leave the Lender (after that reimbursement) in no better or worse position than it would have been in if the Tax Payment had not been required. Notwithstanding the foregoing, a Lender may choose not to make or to limit the amount or alter the timing of any Tax Credit if to do otherwise would result in a material adverse effect to the Lender or on its relationship with the relevant Tax authority. Upon reasonable request from the Company, the Lender shall provide the Company with a certification concerning whether or not a Tax Credit was obtained or was attempted to be obtained by the Lender as well as reasonable detail concerning the amount of the Tax Credit. No Finance Party is obliged to disclose any information regarding its Tax affairs or computations to any other person.

(c) any prepayment or cancellation und





- (a) violate in any respect any provision of:
 - (i) any applicable law or regulation of the Republic or any order of any governmental, judicial or public body or authority in the Republic binding on the Company; or
 - (ii) the laws and documents incorporating and constituting the Company; or
 - (iii) any mortgage, agreement or other financial undertaking or instrument to which the Company is a party or which is binding upon or any Assets of the Company; or
- (b) to the best of the Company's knowledge result in the creation or imposition of any Security Interest on any Assets of the Company pursuant to the provisions of any mortgage, agreement or other undertaking or instrument to which the Company is a party or which is binding upon it.

16.6 No default

NO

17. INFORMATION COVENANTS

17.1 Du



- (b) Notwithstanding paragraph (a) of this Clause 18.6, in any financial year of the Company, Fixed Assets having an aggregate book value in, or included for the purposes of, the Latest Accounts, not exceeding the aggregate of 30 per cent. of all Fixed Assets (as shown in or included for the purposes of the Latest Accounts) may be disposed of where the disposal is on arm's length commercial terms; provided, however, that in no case shall the Company be permitted to dispose of more than 50 per cent of all Fixed Assets (as shown in or included for purpose of the consolidated financial statement of the Company for the one year period ended 31 December 2009).

18.7 Mergers

The Company shall not, without the prior consent of the Facility Agent in writing, enter into any merger or other arrangement of a similar nature other than a Permitted Merger.

18.8 Change of business

Except with the prior consent of the Facility Agent in writing, the Company shall not make or threaten to make any substantial change in its business as conducted on the date of this Agreement.

18.9 Environmental compliance

Except to the extent disclosed in writing to the Facility Agent, the Company shall comply with applicable Environmental Law except where failure to do so would not reasonably be expected to have a material adverse effect on the ability of the Company to perform its obligations under the Finance Documents. For this purpose, **Environmental Law** means:

- (a) all environmental authorisations applicable to the Company; and
- (b) all other applicable environmental laws, rules and regulations concerning the protection of human health or the environment or the transportation of any substance capable of causing harm to man or any other living organism or the environment or public health or welfare, including, without limitation, hazardous, toxic, radioactive or dangerous waste.

18.10 Borrowing

The Company shall not, and the Company shall procure that no member of the Group shall incur any Financial Indebtedness other than:

- (a) Financial Indebtedness not exceeding €600,000,000 (or its equivalent) in aggregate (including amounts borrowed under the Finance Documents);
- (b) Financial Indebtedness upon terms approved by the Facility Agent acting on the instructions of the Majority Lenders;
- (c) currency and commodity hedging used only to mitigate the risks relating to fluctuations in currencies and commodity prices, provided each such hedging arrangement is entered into for a period no longer than 18 months;
- (d) for the avoidance of doubt, operating lease obligations;

19.4 Misrepresentation

Any representation, warranty or statement made or repeated in the Finance Documents or in any written certificate or statement delivered, made or issued by or on behalf of the Company under the Finance Documents or in connection with the Finance Documents shall at any time be incorrect in any respect when so made or repeated or deemed to be made or repeated and the circumstances giving rise to such misrepresentation would reasonably be expected to have a material adverse effect on the ability of the Company to perform its obligations under the Finance Documents.

19.5 Insolvency/enforcement

- (a) Any action shall be taken by the Company or one of its Affiliates for the dissolution or termination of existence or liquidation of the Company; or
- (b) an application by the Company for bankruptcy (), restructuring () or moratorium, or an arrangement with creditors of the Company is entered into, or any other proceeding or arrangement by which the Assets of the Company are submitted to the control of its creditors occurs or is entered into; or
- (c) the Company is adjudged bankrupt pursuant to a final non-appealable order; or
- (d) there shall be appointed a liquidator, trustee, administrator, receiver or similar officer of the Company or a receiver of all or substantially all of the Assets of the Company; or
- (e) all or substantially all of the Assets of the Company shall be attached or distrained upon or the same shall become subject at any time to any order of a court or other process and such attachment, distraint, order or process shall remain in effect and shall not be discharged within thirty days; or
- (f) the Company shall become insolvent (in Slovak:) or be declared insolvent by a competent governmental or judicial authority or shall admit in writing its inability to pay its debts as they fall due; or
- (g) a moratorium shall be made or declared in respect of all or any Financial Indebtedness of the Company.

19.6 Cessation of business

The Company ceases or threatens to cease to carry on the whole or a substantial part of its business, save as permitted by Clause 18.6 () and Clause 18.7 ().

19.7 Revocation of authorisation

- (a) Any application or other requirement of any governmental
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- (c) The Facility Agent may refrain from acting in accordance with the instructions of the Majority Lenders (or, if appropriate, the Lenders) until it has received security satisfactory to it, whether by way of payment in advance or otherwise, against any liability or loss which it may incur in complying with the instructions.
- (d) The Facility Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings in connection with any Finance Document.

20.7 Responsibility

- (a) No Administrative Party is responsible for the adequacy, accuracy or completeness of any statement or information (whether written or oral) made in or supplied in connection with any Finance Document.
- (b) No Administrative Party is responsible for the legality, validity, effectiveness, adequacy, completeness or enforceability of any Finance Document or any other document.
- (c) Without affecting the responsibility of the Company for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms that it:
 - (i) has made, and will continue to make, its own independent appraisal of all risks arising under or in connection with the Finance Documents (including, without limitation, the financial condition and affairs of the Company and its related entities and the nature and extent of any recourse against any Party or its assets); and
 - (ii) has not relied exclusively on any information provided to it by any Administrative Party in connection with any Finance Document or agreement entered into in anticipation of or in connection with any Finance Document.

20.8 Exclusion of liability

- (a) The Facility Agent is not liable or responsible to any other Finance Party for any action taken or not taken by it in connection with any Finance Document, unless ~~directly caused by its gross negligence or wilful misconduct.~~
- (b) No Party (other than the relevant Administrative Party) may take any ~~proceedings against any~~ officers, employees or agents of an Administrative Party in respect of any claim it might have against that Administrative Party or in respect of any act or omission of any kind by that officer, employee or agent in connection with any Finance Document ~~or in respect of any act or omission of any kind by that officer, employee or agent in connection with any Finance Document.~~ Any officer, employee or agent of an Administrative Party may rely on this Subclause and enforce its terms under the Contracts (Rights of Third Parties) Act 1999.
- (c) ~~The~~ ~~Facility~~ ~~Agent~~ ~~is~~ ~~not~~ ~~liable~~ ~~for~~ ~~any~~ ~~loss~~ ~~or~~ ~~damages~~ ~~of~~ ~~any~~ ~~kind~~ ~~whatsoever~~ ~~including~~ ~~consequential~~ ~~losses~~ ~~and~~ ~~interest~~ ~~and~~ ~~costs~~ ~~and~~ ~~expenses~~ ~~incurred~~ ~~by~~ ~~any~~ ~~Party~~ ~~in~~ ~~connection~~ ~~with~~ ~~any~~ ~~Finance~~ ~~Document~~ ~~or~~ ~~in~~ ~~anticipation~~ ~~of~~ ~~or~~ ~~in~~ ~~connection~~ ~~with~~ ~~any~~ ~~Finance~~ ~~Document~~.



- (ii) Each Finance Party confirms to each Administrative Party that it is solely responsible for any know your customer requirements it is required to carry out and that it may not rely on any statement in relation



- (f) The Company irrevocably authorises the Facility Agent to disclose to the other Finance Parties any information that, in its opinion, is received by it in its capacity as the Facility Agent.

20.11 Indemnities

- (a) Without limiting the liability of the Company under the Finance Documents, each Lender must indemnify the Facility Agent for that Lender's Pro Rata Share of any loss or liability incurred by the Facility Agent in acting as the Facility Agent (unless the Facility Agent has been released by
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21.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under the Finance Documents will be, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21.3 Calculations

Any interest or fee accruing under this Agreement accrues from “ atters~~N~~ ”

(b) The Company waives



- (c) A transfer of obligations will be effective only if either:
- (i) the obligations are novated in accordance with the following provisions of this Clause; or
 - (ii) the New Lender confirms to the Facility Agent and the Company in form and substance satisfactory to the Facility Agent that it is bound by the terms of this Agreement as a Lender. On the transfer becoming effective in this manner the Existing Lender will be released from its obligations under this Agreement and 1
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- (a) the recovering Finance Party must, within three Business Days, supply details of the recovery to the Facility Agent;
- (b) the Facility Agent must calculate whether the recovery is in excess of the amount which the recovering Finance Party would have received if the recovery had been received and distributed by the Facility Agent under this Agreement; and
- (c) the recovering Finance Party must pay to the Facility Agent an amount equal to the excess (the **redistribution**).

29.2 Effu

- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and
- (c) waives all rights of immunity in respect of it or its assets.

35.6 Waiver of trial by jury

EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN CONNECTION WITH ANY FINANCE DOCUMENT OR ANY TRANSACTION CONTEMPLATED BY ANY FINANCE DOCUMENT. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY COURT.

This Agreement has been entered into on the 21st of June 2016.

SCHEDULE 1
ORIGINAL PARTIES

Name of Original Lender	Commitment

SCHEDULE 4

FORM OF TRANSFER CERTIFICATE

To: ING Bank N.V., pobo ka zahrani nej banky as Facility Agent

From: [EXISTING LENDER] (the **Existing Lender**) and [NEW LENDER] (the **New Lender**)

Date: []

U. S. Steel Košice, s.r.o. S c e i 0 e

THE SCHEDULE

Rights and obligations to be transferred by novation
[insert relevant details, including applicable Commitment (or part)]

Administrative details of the New Lender
[insert details of Facility Office, address for notices and payment details etc.]

[EXISTING LENDER]

[NEW LENDER]

By:

By:

The Transfer Date is confirmed by the Facility Agent as [].

ING Bank N.V., pobo ka zahrani nej banky

By:

Accepted:

U. S. Steel Košice, s.r.o.

By: _____

By: _____

Note: It is te: It is||

ΠΡΩΤΟΚΟΛΛΟ ΤΗΣ ΕΠΙΣΤΡΑΤΗΓΙΚΗΣ ΣΥΜΦΩΝΙΑΣ

3. that the Agreement constitutes a legal, valid, binding and enforceable obligation of the Company in accordance with its terms under English law, and is binding on the Parties in accordance with English law.

This opinion is limited to the laws of the Slovak Republic currently in force and I have made no investigation and no opinion is expressed or implied as to the laws of any other jurisdiction. I express no opinion as to matters of fact. This opinion is given subject to matters not disclosed to me and about which I have no knowledge. I assume that there are no facts that would affect the conclusions in this opinion.

Based on the foregoing and subject to the foregoing assumptions and the following qualifications, I am of the opinion that, so far as the laws of the Slovak Republic is concerned at the date of this opinion:

1. **Status.** The Company is a limited liability company organised under the laws of the Slovak Republic.
2. **Powers and authority.** The Company has the corporate power and authority to enter into and perform the obligations expressed to be assumed by it under the Agreement and to borrow thereunder and has taken all necessary corporate action to authorise the execution and performance by the Company of the Agreement and the borrowing by the Company of the Loans. According to Section 13(4) and 133(3) of the Slovak Commercial Code (Act No. 513/1991 Coll., as amended), any restriction of the authority of a company's statutory body to act for the company shall be ineffective towards third parties (any disclosure of that restriction notwithstanding).
3. **Execution.** The Agreement has been duly executed and delivered by the Company.
4. **Legal validity.** The Agreement constitutes a legal, valid, binding and enforceable obligation of the Company in accordance with its terms under English law.



9. **Borrowing limits.** The borrowing of the full amount available under the Agreement will not cause any limit on the Company's borrowing or other powers or on the exercise of such powers by its executives, whether imposed by the Company's Memorandum of Association or similar document or by statute, regulation, or agreement, to be exceeded.
 10. **Stamp duties.** Except for court fees and sworn translators' fees payable in connection with proceedings to enforce the Agreement and for any applicable notarial charges, there are no stamp, transfer or registration fees or similar taxes, charges or duties payable in the Slovak Republic in connection with the execution or enforcement of the Agreement.
 11. **No immunity.**
 - a. The Company is subject to civil and commercial law with respect to its obligations under the Agreement, and its entry into and performance of the Agreement constitutes private and commercial acts; and
 - b. neither the Company nor any of its assets located in the Slovak Republic enjoys any right of immunity from suit, attachment prior to judgment or other legal process in respect of its obligations under the Agreement.
 12. **Bankruptcy.** The Company has not been declared bankrupt and no step has been or is being taken by the Company nor am I aware of any other step being taken in respect of the Company, for bankruptcy or any similar proceedings in relation to the Company or any of its Assets.
 13. **Application of governing law.** The choice of English law as the governing law of the Agreement would be upheld as a valid choice of law by the courts of the Slovak Republic.
 14. **Jurisdiction.** The submission by the Company to the jurisdiction of the English courts under Clause 35 of the Agreement is a valid and binding submission to jurisdiction in respect of the Agreement and is not subject to revocation.
 15. **Enforcement of foreign judgments.** A judgment duly obtained in the English courts shall be recognised and enforced in the Slovak Republic unless:
 - a. the matter is one within the exclusive jurisdiction of the courts of a Member State of the European Union other than the courts of England pursuant to the Council Regulation (EC) No. 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended; or
 - b. the decision is not final or enforceable in the state where it has been issued; or
 - c. the party against whom such judgment is sought to be enforced has been deprived of an opportunity to participate in the foreign proceedings, especially if the summons or notice of the commencement of the proceedings was not served on the party in accordance with the applicable law.
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4. **Stamp duties:** No stamp, registration or similar tax or charge is payable in England in respect of the execution or delivery of the Agreement.
5. **Choice of law:** The choice of English law as the governing law of the Agreement would be upheld as a valid choice by the courts of England subject to and in accordance with Regulation (EC) No. 593/2008 of 17 June 2008 on the law applicable to contractual obligations (**Rome I**) and provided that the relevant contractual obligation is within the scope of and the parties' choice is permitted by Rome I.

The qualifications to which this opinion is subject are as follows:

- (a) We assume that the Agreement has been duly authorised and entered into by each party to it.
 - (b) We assume the genuineness of all signatures on all documents, the authenticity and completeness of all documents submitted to us as originals, and the completeness and conformity to the original documents of all documents submitted to us as copies
 - (c) This opinion is subject to all insolvency and other laws affecting the rights of creditors generally.
 - (d) We assume that no foreign law affects the conclusions stated above. We assume, in particular, that, so far as the laws of Slovakia are concerned, the obligations of the Company under the Agreement are its legal, valid, binding and enforceable obligations. In this regard we have relied on copies of the legal opinions referred to in paragraphs 8(a) and (c) of Schedule 2 to the Agreement (contained in Schedules 5 and 7 to the Agreement), subject to any limitations or qualifications expressed therein.
 - (e) An English court may stay proceedings if concurrent proceedings are being brought elsewhere.
 - (f) The term **enforceable** means that a document is of a type and form enforced by the English courts. It does not mean that each obligation will be enforced in accordance with its terms. Certain rights and obligations of the Company may be qualified by the non-conclusivity of certificates, doctrines of good faith and fair conduct, the availability of equitable remedies and other matters, but in our view these qualifications would not defeat your legitimate expiry
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SCHEDULE 7

FORM OF SLOVAK LEGAL OPINION

To: The Finance Parties named original parties to the Agreement (as defined below).

[DATE]

Dear Sirs,

**U. S. Steel Košice, s.r.o. - €200,000,000 Credit Agreement
dated 6 August, 2010 (the Agreement)**

We have acted as legal advisers as to the laws of the Slovak Republic to **ING Bank N.V.**, with its registered seat at Bijlmerplein 888, 1102MG Amsterdam, The Netherlands, a company limited by shares, registered in the Trade Register of Chamber of Commerce and Industry for Amsterdam under file No. 33031431 acting through its organisational unit **ING Bank N.V., pobo ka zahrani nej banky**, Jesenského 4/C, 811 02 Bratislava, Slovak Republic, Identification No. 30 844 754, registered in the Commercial register maintained by the District Court of Bratislava I, in Section Po, inserted file No. 130/B (the **Client**) in connection with the Agreement. In this matter we have taken instructions solely from the Client.

Terms defined in the Agreement and not defined otherwise herein shall have the same meanings when used in this opinion as they have in the Agreement.

DOCUMENTS

For the purposes of this opinion, we have examined the copies of following documents:

1. the Agreement;
2. the following corporate documents of the Company, certified by an authorised signatory for and on behalf of the Company as being true, correct and complete and in full force and effect as at a date no earlier than the date of the Agreement:
 - (a) an extract of the Company Register of the District Court Košice 1, Section Sro, insert No. 11711/V dated [***] in respect of the Company;
 - (b) a copy of the Memorandum of Association () of the Company dated 7 June 2000 (original wording); and
 - (c) a copy of the Memorandum of Association () of the Company in full wording dated [***] (consolidated wording).

Except as stated above, we have not examined any other contracts or documents or any corporate or other records.

ASSUMPTIONS

In giving this opinion we have assumed:

- (a) that the Parties (other than the Company) have taken all necessary actions (including corporate action) to authorise the entry into and performance of the Agreement and that the Agreement has been duly authorised, executed and delivered by or on behalf of the Parties (other than the Company) he





(d)



- (h) Pursuant to Article 3(3) of the Regulation (EC) No. 593/2008 of 17 June 2008 on the law applicable to contractual obligations (Rome I), the fact that the parties to a contract have chosen a foreign law to govern their contract, whether or not accompanied by the choice of a foreign tribunal, shall not, where all the other elements relevant to the situation at the time of the choice are connected with one country on!
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SIGNATORIES

U. S. Steel Košice, s.r.o. as Company

By: /s/ Joseph Anthony Napoli
Name: Joseph Anthony Napoli
Title: executive

By: /s/ Martin Pitorák
Name: Ing. Martin Pitorák
Title: executive

COMMERZBANK Aktiengesellschaft, pobo ka zahrani nej banky, Bratislava as Mandated Lead Arranger

By: /s/ Peter Dávid
Name: Mgr. Peter

By: /s/ Miriam Stilhammerová

HSBC Bank plc, pobo ka zahrani nej banky as Lead Arranger

By: /s/ Patrik Mozola
Name: Patrik Mozola
Title: CEO & Head of Corporate Banking

By: /s/ Radoslav Ratkovský
Name: Radoslav Ratkovský
Title: Senior Relationship Manager – Team Leader

COMMERZBANK Aktiengesellschaft, pobo ka zahrani nej banky, Bratislava as Original Lender

By: /s/ Peter Dávid
Name: Mgr. Peter Dávid
Title: Head of the Branch

By: /s/ Miriam Stilhammerová
Name: Ing. Miriam Stilhammerová
Title: Vice President & Prokurist

ING Bank N.V., pobo ka zahrani nej banky as Original Lender

By: /s/ Jaroslav Vittek
Name: Jaroslav Vittek
Title: Director of Strategy & Business Management

By: /s/ Katarína Kurucová
Name: Katarína Kurucová
Title: Vice President, Client Relationship Management

Slovenská sporite a, a.s. as Original Lender

By: /s/ Peter Grambli ka
Name: Peter Grambli ka
Title: Head of Large Corporate Clients

By: /s/ Dominika Vasi ová
Name: Dominika Vasi ová
Title: Senior Relationship Manager

Čitibank Europe plc, pobo ka zahrani nej banky as Original Lender

By: /s/ Martin Magda
Name: Martin Magda
Title: general proxy ()

By: /s/ Filip Záho ík
Name: Filip Záho ík
Title: general proxy ()

HSBC Bank plc, pobo ka zahrani nej banky as Lender

By: /s/ Patrik Mozola
Name: Patrik Mozola
Title: CEO & Head of Corporate Banking

By: /s/ Radoslav Ratkovský
Name: / ~~Radoslav~~ Ratkovský
Title: Senior Relationship Manager – Team Leader

ING Bank N.V., pobo ka zahrani nej banky as Facility Agent

By: /s/ Zuzana Chrapková

By: " 2
