

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):
June 12, 2009

10.1 First Amendment to the Second Amended and Restated Receivables Purchase Agreement, dated as of June 12, 2009 by and among U. S. Steel Receivables LLC, as Seller; United States Steel Corporation, as initial Servicer; the persons party thereto as CP Conduit Purchasers, Committed Purchasers, LC Banks and Funding Agents; and TWthn

or (b) pursuant to and in accordance with the terms set forth in
Section 1Mi

(e) the merger or consolidation of USS with or into another Person or the merger of another Person with or into USS, or the sale of all or substantially all the assets of USS (determined on a consolidated basis) to another Person, other than a merger or consolidation

successors, (b) General Motors Corporation and its subsidiaries, affiliates and successors, (c) Chrysler LLC and Chrysler Group LLC and its subsidiaries, affiliates and successors and (d) any other Person, if such Person is approved in writing as an "Excluded Obligor" by the Funding Agents, such writing to be in substantially the form of Annex C hereto. Once a Person becomes an "Excluded Obligor" hereunder, it shall continue to be classified as such until such time as the Collateral Agent and each Funding Agent and Purchaser consent to any de-classification in a writing to be in substantially the form of Annex G hereto.

(s) The definition of "Intercreditor Agreement" set forth in Exhibit I to the Agreement is hereby amended and restated in its entirety as follows:

"Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of ~~February 2, 2009~~, (as amended, supplemented, modified, and otherwise amended from time to time), among The Bank of Nova Scotia, as receivables collateral agent and a funding agent, PNC Bank, National Association, as a funding agent, JPMorgan Chase Bank, N.A., as lender agent, the Seller and USS.

(t) Clause (i)(y) of the definition of "Loss Reserve Percentage" set forth in Exhibit I to the Agreement is hereby amended by deleting the reference to ~~the number "five" therefor.~~

(u) The definition of "Reserve Adjustment Factor" set forth in Exhibit I to the Agreement is hereby amended by deleting the reference to ~~the number "2" therein and substituting a reference to the number "2.25" therefor.~~

(v) The definition of "USS Credit Agreement" set forth in Exhibit I to the Agreement is hereby amended and restated in its entirety as follows:

Name: Darren Ward
Title: Director

MARKET STREET FUNDING LLC, as a CP Conduit
Purchaser

By: /s/ Doris J. Hearn

Name: Doris J. Hearn
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION, as Committed
Purchaser for Market Street Funding LLC

By: /s/ David B. Gookin

Name: David B. Gookin
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION, as LC Bank for the
Purchaser Group for which PNC Bank, National
Association acts as Funding Agent

By: /s/ David B. Gookin

Name: David B. Gookin
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION, as Funding Agent
for Market Street Funding LLC, as CP Conduit
Purchaser and PNC Bank, National Association, as
Committed Purchaser and LC Bank

By: /s/ William P. Falcon

Name: William P. Falcon
Title: Vice president

THE BANK OF NOVA SCOTIA,
as Collateral Agent

By: /s/ Darren Ward

Name: Darren Ward
Title: Director

Annex C

and warrants that, immediately prior to and immediately after giving effect to the transactions contemplated by this letter each of the representations, warranties, covenants and agreements made by it under each of the Transaction Documents to which it is a party are true and correct as of the date hereof and no Unmatured Event of Termination or Event of Termination exists or will exist and (B) agrees to provide (or to cause to be provided) to and each Funding Agent, a copy of all documents, agreements, instruments, certificates or other reports, records or receipts and to make any reasonable adjustments to any reports delivered or to be delivered under the RPA, if any, relating to the subject matter hereof, as any Funding Agent may reasonably request.

Each of the Seller and the Servicer understands and acknowledges that the Collateral Agent and each Funding Agent is entering into the transactions contemplated by this letter on the express understanding with each of the other parties hereto that, in entering into this letter, it is not establishing any course of dealing with any such Person. Each of Collateral Agent's, the Funding Agents' and the Purchasers' rights to require strict performance with each of the terms and conditions of the RPA and each other Transaction Document shall not in any way be impaired or affected by the execution hereof, except to the extent expressly set forth herein. None of the Collateral Agent, any Funding Agent or any Purchaser shall be obligated in any manner to execute any future amendments, waivers, letters, agreements, documents or other instruments and if any such amendment, waiver, letter, agreement, document or other instrument is requested in the future, assuming the terms and conditions thereof are otherwise satisfactory to it, each such Person may, in connection with considering whether or not to agree, consent or acknowledge the terms of any such amendment, waiver, letter, agreement, document or other instrument, require the Seller and/or the Servicer to prepare and deliver (or cause to be prepared and delivered) such other reports, historical data or other information in order to determine, in its sole discretion, whether or not to agree, consent or acknowledge the terms and conditions thereof for any use

We ask that a lateral

By: _____
Name: _____
Title: _____

Funding Agents:
THE BANK OF NOVA SCOTIA, as a
Funding Agent

PNC BANK NATIONAL ASSOCIATION,
as a Funding Agent

By: _____
Name: _____
Title: _____

LIBERTY STREET FUNDING LLC, as
a CP Conduit Purchaser

By: _____
Name: _____
Title: _____

MARKET STREET FUNDING LLC, as a
CP Conduit Purchaser

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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- 1 List new Designated Obligor together with existing Designated Obligors
 - 2 Delete bracketed text if Collateral Agent and Funding Agents are not consenting to Classified Obligor designation.
 - 3 Delete bracketed text if Collateral Agent and Funding Agents are not consenting to Classified Obligor designation.
 - 4 Delete bracketed text if Collateral Agent and Funding Agents are not consenting to Classified Obligor designation.
 - 5 Delete bracketed text if Collateral Agent and Funding Agents are not consenting to Classified Obligor designation.

inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

C. This Amendment may not be amended or otherwise modified except as provided in the Agreement.

D. None of the parties hereto does waive nor has waived, and each hereby expressly reserves, its right at any time to take any and all actions, and to exercise any and all remedies, authorized or permitted under the Agreement, as amended, or any of the other Transaction Documents, or available at law or equity or otherwise.

E. Any provision in this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or e

