

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):
November 24, 2009

United States Steel Corporation

(Exact name of registrant as specified in its charter)

Delaware	1-16811	25-1897152
----- (State or other jurisdiction of incorporation)	----- (Commission File Number)	----- (IRS Employer Identification No.)
600 Grant Street, Pittsburgh, PA		15219-2800
----- (Address of principal executive offices)		----- (Zip Code)
	(412) 433-1121	
	----- (Registrant's telephone number, including area code)	

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))

Item 1.01. Entry into a Material Definitive Agreement

On November 24, 2009, United States Steel Corporation (the "Corporation")
entered into a Loan Agreement (the "Agreement") in connection with the issuance
and sale by the Allegheny County Industrial Development Authority (the "Issuer")
of \$129,145,000 of Allegheny County Industrial Development Authority
Environmental Improvement Revenue Bonds (United States Steel Corporation
Project) Refunding Series of 2009 (the "Bonds"). Pursuant to the Agreement, the
Issuer will provide the proceeds of the sale of the Bonds for the purpose of
refunding three previous series of the Issuer's bonds totaling \$129,145,000 (the
"Refunded Bonds"), and the Corporation agreed to provide the trustee under the
Indenture issued in connection with the Bonds with funds sufficient to pay, when
due, the principal of and interest on the Bonds. The Refunded Bonds will be
redeemed on December 3, 2009 and were issued to refund seven prior issues of the
Issuer's bonds, the proceeds of which were used to finance the acquisition,
construction, equipping and installation of the pollution control facilities.

The Agreement is filed herewith as Exhibit 10.1.

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 Form 8-K is incorporated in this Item
2.03 by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

10.1 Loan Agreement between Allegheny County Industrial Development Authority and United States Steel Corporation dated as of November 1, 2009 regarding \$129,145,000 aggregate principal amount of Allegheny County Industrial Development Authority Environmental Improvement Revenue Bonds (United States Steel Corporation Project) Refunding Series of 2009.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

UNITED STATES STEEL CORPORATION

By /s/ Gregory A. Zovko

Gregory A. Zovko
Vice President & Controller

Dated: November 24, 2009

LOAN AGREEMENT

between

ALLEGHENY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

and

UNITED STATES STEEL CORPORATION

\$129,145,000

Allegheny County Industrial Development Authority
Environmental Improvement Revenue Bonds
(United States Steel Corporation Project)
Refunding Series of 2009

Dated as of November 1, 2009

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS

Section 1.01.	Use of Defined Terms	2
Section 1.02.	Definitions	2
Section 1.03.	Interpretation	4
Section 1.04.	Captions and Headings	4

ARTICLE II
REPRESENTATIONS

Section 2.01.	Representations and Covenants of the Issuer	4
Section 2.02.	Representations and Covenants of the Company	5

ARTICLE III

COMPLETION OF PROJECT FACILITIES; ISSUANCE OF THE BONDH Section 2. 1. Rompaegion 2f troject)

Section 5.04.	Company to Maintain its Existence; Mergers or Consolidations	11
Section 5.05.	Reports and Audits	11
Section 5.06.	Insurance	11

ARTICLE VI
OPTIONS; PREPAYMENT OF LOAN

Section 6.01.	Options to Terminate	12
Section 6.02.	Option to Prepay Upon Extraordinary Optional Red 'M 5. 'M 5	

purpose^{ful} heretofore described and to enter into this Agreement and secure the Bonds by the pledge and assignment of Installment Payments to be made hereunder; and

WHEREAS, the Company has also agreed under this Agreement to pay, or cause to be paid, when due certain expenses and other costs incurred by the Issuer and the Trustee in connection with this Agreement and the issuance of the Bonds; and

WHEREAS, the Bonds are limited obligations of the Issuer payable solely from the Pledged Receipts, as defined in the Indenture, as hereinafter defined, and neither the principal of the Bonds, nor the interest accruing thereon, shall ever constitute a general indebtedness of the Issuer or an indebtedness of the State or any political subdivision or instrumentality thereof, including the County of Allegheny, nor will the Bonds be, or be deemed to be, an obligation of the State or any political subdivision or instrumentality thereof, including the County of Allegheny; and

WHEREAS, all acts and things have been done and performed which are necessary to maknt int tthkn

...its ability to carry out its obligations contained in this Agreement, the Indenture or the Tax Regulatory Agreement; (d) it is empowered to enter into the transactions contemplated by this Agreement, the Indenture and the Tax Regulatory Agreement; (e) it has duly authorized the execution, delivery and performance of this Agreement, the Indenture and the Tax Regulatory Agreement; (f) to the best of its knowledge and belief, based upon the application submitted by the Company, and other representations made, information presented and testimony given by the Company, the Bonds will further the public purposes of the State of New York and not the issuer; and (g) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement, the Indenture and the Tax Regulatory Agreement by any successor public body.

Section 02irRea furt... posen by ttire any succee furthe(g) poMe(

with the provisions of all bond authorization, security and tax regulatory agreements executed in respect of all such bonds and the Refunded Bonds and in respect of the installation, operation or use of the Project Facilities and the Refunding of the Prior Bonds.

Section 3.02. Issuance of the Bonds; Application of Proceeds. To provide funds for the purpose of refunding the Refunded Bonds, the Issuer will issue, sell and deliver the Bonds. The Bonds will be issued in accordance with and pursuant to the Indenture in the aggregate principal amount, will bear interest at the rate or rates, will mature and will be subject to redemption as set forth therein. The Company hereby approves the terms and conditions of the Indenture, and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered.

The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited as follows (a) a sum equal to accrued interest, if any, shall be deposited in the Bond Fund and (b) the balance shall be deposited in the Clearing Fund.

Disbursements of moneys in the Clearing Fund shall be made by the Trustee in order to defease and/or redeem the Refunded Bonds, pursuant to written instructions delivered by the Company to the Trustee and to the Refunded Bonds Trustee, provided, in all events, all moneys in the clearing fund shall be fully disbursed for the redemption of the Refunded Bonds on or before 90 days following the date of issuance of the Bonds. Upon deposit of adequate funds with the trustee for the Refunded Bonds, the Company shall be permitted to seek a release of the lien of any and all documents providing for the payment of the Refunded Bonds, including particularly the respective Trust Indentures and the Loan Agreements securing the same, and may seek repayment of any unrequired funds on deposit in the Clearing Fund, pursuant to Section 5.07 of the Indenture.

~~Both the Company and the Trustee shall be required to provide additional moneys in event moneys insufficient to redeem refunded bonds. If moneys disbursed from the clearing fund to the refunded bonds trustee are not sufficient to defease or redeem an issue of the refunded bonds, the company shall, nonetheless, not later than the date fixed for redemption~~

~~RELEASE OF CLAIMS~~ 1000
Receipt of Counterclaim which the Company may have or assert against the Issuer, the Trustee or any other Person.

USBJ

Section 4.05. Assignment by Company. Rights granted to the Company under this Agreement may be assigned in whole or in part by the Company without the necessity of obtaining the consent of the Issuer or the Trustee, subject, however, to each of the following conditions:

(a) unless waived by the Issuer or the Trustee, the Company shall notify the Issuer and the Trustee in writing of the identity of any assignee at least 30 days prior to the effective date of such assignment;

(b) no assignment shall relieve the Company from primary liability hereunder for its obligations hereunder, and the Company shall continue to remain primarily liable for the payment of the Installment Payments and Additional Payments and for performance and observance of the agreements on its part herein provided to be performed and observed by it;

(c) any assignment from the Company must retain for the Company such rights and interests as will permit it to perform its obligations under this Agreement;

(d) the Company shall, within 30 days after execution thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of the original instrument.

Trustee in respect of which indemnity may be sought hereunder, the party seeking indemnity shall promptly (but in any event within 15 days of receipt of service) give notice of that action or proceeding to the Company enclosing copies of all papers served, and the Company upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Company from any of its obligations under this Section unless that failure materially prejudices the defense of the action or proceeding by the Company. At its own expense, an indemnified party may employ separate counsel and participate in the defense. The Company shall not be liable for any settlement made without its consent.

Notwithstanding anything contained herein to the contrary, the Company shall not be obligated to indemnify or hold harmless the Issuer or the Trustee for their gross negligence or willful misconduct.

The foregoing indemnification is intended to and shall include the indemnification of all affected officials, directors, trustees, officers and employees of the Issuer and the Trustee, respectively. That indemnification is intended to and shall be enforceable by the Issuer and the Trustee, respectively, to the full extent permitted by law.

~~The Company~~ ~~San Company~~ ~~Monat~~ ~~to~~ ~~Adv~~ ~~has~~ ~~ely~~ ~~af~~ ~~fact~~ ~~Ex~~ ~~cl~~ ~~us~~ ~~ion~~ ~~of~~ ~~dom~~ ~~tin~~ ~~ex~~ ~~ke~~ ~~n~~ ~~com~~ ~~and~~ ~~Tin~~ ~~ex~~ ~~ke~~ ~~n~~ ~~f~~ ~~art~~ ~~d~~ ~~ca~~ ~~om~~ ~~er~~ ~~t~~ ~~o~~ ~~o~~ ~~f~~ of Interest on the Bonds. The Company hereby represents that it has taken and caused to be taken, and covenants that it will take and cause to be taken, all actions that may be required of it, alone or in conjunction with the Issuer, for the interest on the Bonds to be and to remain excludable from gross income for federal income tax purposes, and represents that it has not taken or permitted to be taken on its behalf, and covenants that it will not take or permit to be taken on its behalf, any action that would adèn and

Section 7.02. Remedies on Default. Whenever an Event of Default shall have happened and be existing, any one or more of the following remedial steps may be taken:

(a) if acceleration of the principal amount of the Bonds has been declared pursuant to Section 7.03 of the Indenture, the Trustee shall declare all Installment Payments to be immediately due and payable, whereupon the same shall become immediately due and payable; or

(b) the Issuer or the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the Company under those instruments.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its reasonable opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Trustee at no cost or expense to it. Any amounts collected pursuant to action glemi

enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of the Bonds by the Holders thereof and as part of the consideration for the issuance of the Bonds.

Section 8.13. Section Headings. The table of contents and headings of the various articles and sections of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof. References to article and section numbers are references to sections in this Agreement unless otherwise indicated.

IN WITNESS WHEREOF, the Issuer and the Company have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

ATTEST: ALLEGHENY COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY

By /s/ Mark A. Jones

Assistant Secretary

By /s/ James M. Edwards

Chairman

[SEAL]

UNITED STATES STEEL CORPORATION

By: /s/ L. T. Brockway

Name: L. T. Brockway
Title Vice President & Treasurer

[SIGNATURE PAGE TO LOAN AGREEMENT]

EXHIBIT A

PROJECT FACILITIES

1996 Bonds Project Facilities

Clairton Works, 400 State Street, Clairton, Allegheny County, Pennsylvania
Pushing Emission Control Systems-Nos. 19 and 22 Batteries
Pushing Emission Control Systems-Nos. 13 through 15 Batteries
Pushing Emission Control System and Dust Collection System-Coke Ovens
Nos. 13, 14 and 15; Dust Collection System-Coal Preparation
Gas Cleaning and Quench Cars-Nos. 21 and 22 Batteries
Water Recycle and Treatment System-WQC Rolling Mills
Gas Cleaning Facility Systems-Nos. 1, 2 and 3 Battery
Spare Gas Cleaning Facility for Pushing Emission Control System-Coke
Batteries Nos. 1, 2 and 3
Pushing Emission Control System-Coke Batteries Nos. 7 through 9
Pushing Emission Control System-Coke Batteries Nos. 7 and 9

Edgar Thomson Works, 130 Braddock Avenue, Braddock, Allegheny County,

Pennsylvania

Water Recycle and Treatment System-WQC BOP
BOP Shop Fugitive Emission Control Facilities

Irvin Works, off Camp Hollow Road, West Mifflin, Allegheny County, Pennsylvania
Electrostatic Precipitators and Other Emission Controls Nos. 3 through 7
Boilers

Duquesne Works, 1 Library Place, Duquesne, Allegheny County, Pennsylvania
Water Recycle and Treatment System-BOP
Dust Collection System-Iron Desulpherization

Homestead Works, Amity Street, n

1973 Project: biological water treatment facilities at Clairton Works,
Clairton, Pennsylvania.

1975 Series A Project:

Storage tank volatile vapor control at the Clairton Works, Clairton,
Pennsylvania;

Fume emission control storage

Water recycle and treatment system for Slab and Plate Mills at Homestead Works, Homestead, Pennsylvania;

Recycle system for exhaust gases for Number 1 Sinter Line at Saxonburg Plant, Saxonburg, Pennsylvania;

Fume collection system for AQC-Steel Reladling BOP at Duquesne Works, Duquesne, Pennsylvania; and

Electrostatic precipitators for Numbers 3 and 4 Boilers at Homestead Works, Homestead, Pennsylvania.

1978 Series B Project:

Pushing emission control system and dust collection system for Coke Ovens Numbers 13 and 14 at Clairton Works, Clairton, Pennsylvania;

Gas cleaning and quench cars for Numbers 1, 2 and 3 Batteries at Clairton Works, Clairton, Pennsylvania;

Gas cleaning and quench cars for Numbers 21 and 22 Batteries at Clairton Works, Clairton, Pennsylvania;

Water recycle and treatment system for WQC BOP at Edgar Thomson Works, Braddock, Pennsylvania;

Electrostatic precipitators for Numbers 3 and 4 Boilers at Homestead Works, Homestead, Pennsylvania;

Water recycle and treatment system for Slab and Plate Mills at Homestead Works, Homestead, Pennsylvania;

Water recycle and treatment system for WQC Rolling Mills at Clairton Works, Clairton, Pennsylvania;

Water recycle and treatment system for BOP at Duquesne Works, Duquesne, Pennsylvania; and

Dust collection system for iron desulfurization at Duquesne Works, Duquesne, Pennsylvania.

1979 Series A Project: pushing emission control systems for Numbers 19-22 Batteries; and pushing emission control systems for Numbers 13-15 Batteries; all at Clairton Works, Clairton, Pennsylvania.

1979 Series B Project:

Spare gas cleaning facility for Coke Batteries Numbers 1, 2 and 3 at Clairton Works, Clairton, Pennsylvania;

Pushing emission control system for Coke Batteries Numbers 7-9 at Clairton Works, Clairton, Pennsylvania;

Water collection and treatment system at Vandergrift Plant, Vandergrift, Pennsylvania;

Water recycle and treatment system for Numbers 6 and 7 Blast Furnaces at Homestead Works, Homestead, Pennsylvania;

BOP Shop fugitive emission control facilities at Edgar Thomson Works, Braddock, Pennsylvania; and

Open hearth stack caps and solid state rappers and controls at Homestead Works, Homestead, Pennsylvania.

APPENDIX A

NONDISCRIMINATION/SEXUAL HARRASSMENT CLAUSE

During the term of the Agreement (referred to herein as the "contract"), the Company, as contractor, agrees, and will require its subcontractors, if any, to agree as follows:

(1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, the Company, subcontractor, or any Person acting on behalf of the Company or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

(2) Neither the Company nor any subcontractor nor any Person on their behalf shall in any manner discriminate against or intimidate any employee

involved in the manufacture of supplies, the performance of work, or any other activity on account of gender, race, creed or color.

(3) The Company and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(4) The Company shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

(5) The Company and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the Issuer and the Bureau of Contract Administration and Business Development for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harrassment Clause. If the Company or any subcontractor does not possess documents or records reflecting the necessary information requested, the Company or subcontractor shall furnish such information on reporting forms supplied by the Issuer or the Bureau of Contract Administration and Business Development.

(6) The Company shall include this Nondiscrimination/Sexual Harrassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.