



20050803000392060 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
08/03/2005 09:37:04AM FILED/CERT

**This instrument was prepared by
Michael M. Partain, Esq. and upon
recording should be returned to:**

Michael M. Partain, Esq., General Attorney
United States Steel Corporation
Law Department – Fairfield Office
P. O. Box 599 – Suite 192
Fairfield, Alabama 35064

FIFTH AMENDMENT OF TIMBER PURCHASE AND CUTTING AGREEMENT
[134,606.27 Acres]

THIS FIFTH AMENDMENT OF TIMBER PURCHASE AND CUTTING AGREEMENT (this “**Fifth Amendment**”) is made as of the 25TH day of July, 2005, by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation (hereinafter referred to as “**USS**”) and **TC & I TIMBER COMPANY LLC**, an Alabama limited liability company (hereinafter referred to as “**TC & I**”).

WHEREAS, **USS** and **U. S. Steel Timber Company, LLC** entered into that certain “Timber Purchase and Cutting Agreement” dated September 29, 2003, and recorded in the Probate Office of (a) Jefferson County, Alabama, as Instrument No. 200317/8540 and Instrument No. 200364/2996, (b) Walker County, Alabama, in Book 1868, at Page 124, (c) Shelby County, Alabama, as Instrument No. 20031118000759420, (d) Bibb County, Alabama, in Book 125, Page 651, and (e) Tuscaloosa County, Alabama, in Book 2003, Page 23639; and

WHEREAS, **USS** and **U. S. Steel Timber Company, LLC** entered into that certain “First Amendment of Timber Purchase and Cutting Agreement” dated December 30, 2003, and recorded in the Probate Office of (a) Jefferson County, Alabama, as Instrument No. 200364/7642 and Instrument No. 200319/2192, (b) Walker County, Alabama, in Book 1873, Page 169, (c) Shelby County, Alabama, as Instrument No. 20040102000003830, (d) Bibb County, Alabama, in Book 128, Page 319, and (e) Tuscaloosa County, Alabama, in Book 2003, Page 25399 (together with the above referenced agreement hereinafter called the “**TPC Agreement**”); and

WHEREAS, by that certain “Grant, Assignment and Assumption Agreement (Timber Purchase and Cutting Agreement – 134,606.27 Acres)” dated December 30, 2003, and recorded in the Probate Office of (a) Jefferson County, Alabama, as Instrument No. 200364/7644 and Instrument No. 200319/2195, (b) Walker County, Alabama, in Book 1873, Page 275, (c) Shelby County, Alabama, as Instrument No. 20040102000003840, (d) Bibb County, Alabama, in Book 128, Page 414, and (e) Tuscaloosa County, Alabama, in Deed Book 2003, Page 25499, the Company acquired from **U. S. Steel Timber Company, LLC** all of the right, title, interest, claim, demand, obligations and duties of the “Company” under, in, and to the **TPC Agreement**, including without limitation the Timber and the Timber Rights, each as defined in the **TPC Agreement**; and

WHEREAS, **USS** and **U. S. Steel Timber Company, LLC** entered into that certain “Second Amendment of Timber Purchase and Cutting Agreement” dated March 28, 2005, and recorded in the Probate Office of Jefferson County, Alabama, as Instrument No. 200561/4042 (together with the above referenced agreement hereinafter call the “**TPC Agreement**”); and

WHEREAS, USS and U. S. Steel Timber Company, LLC entered into that certain "Third Amendment of Timber Purchase and Cutting Agreement" dated March 28, 2005, and recorded in the Probate Office of Jefferson County, Alabama, as Instrument No. 200561/4043 (together with the above referenced agreement hereinafter call the "TPC Agreement"); and

WHEREAS, USS and U. S. Steel Timber Company, LLC entered into that certain "Fourth Amendment of Timber Purchase and Cutting Agreement" dated March 28, 2005, and recorded in the Probate Office of Bibb County, Alabama, in Book 152, Page 418 (together with the above referenced agreement hereinafter call the "TPC Agreement"); and

WHEREAS, USS and TC & I desire to subtract three (3) parcels of land located in Shelby County, Alabama, totaling approximately one hundred ninety nine and 25/100 (199.25) acres from the legal descriptions set forth in the TPC Agreement.

WHEREAS, USS and TC & I now desire to amend the TPC Agreement in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USS and TC & I agree as follows (all capitalized terms not defined herein shall have the meaning ascribed to them in the TPC Agreement.)

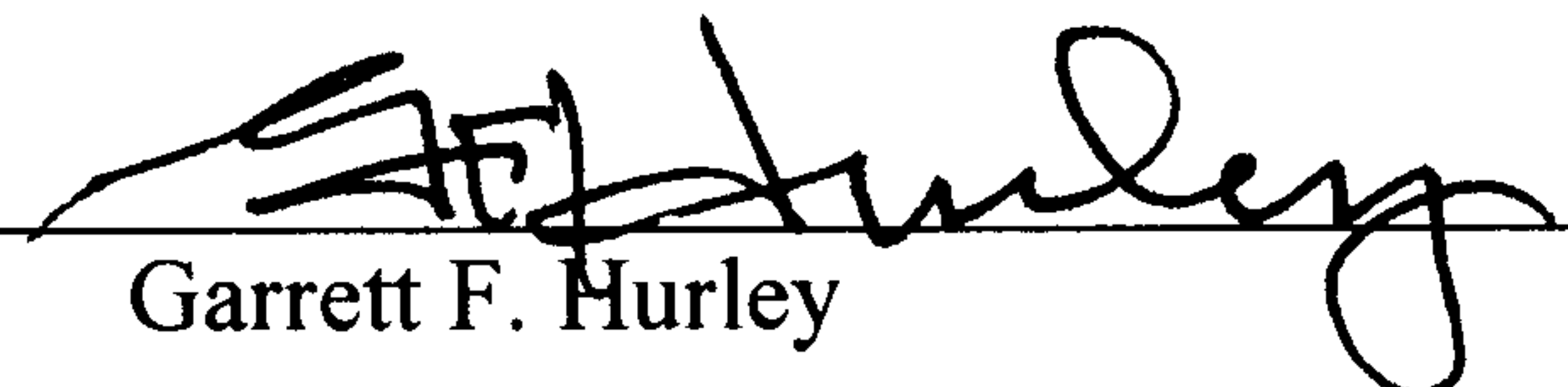
1. **Section 1.** The grant and conveyance contained in Section 1 of the TPC Agreement is hereby supplemented and amended as follows: The description of the Land is hereby supplemented and amended as set forth in **Exhibit A-5** attached hereto and made a part hereof. The remainder of the description of the Land is not affected by this Fifth Amendment. The Current Leases shown on Exhibit B-1 of the TPC Agreement are not affected by this Fifth Amendment.
2. **Ratification.** In the event of any conflict between the TPC Agreement and this Fifth Amendment, the terms, conditions and provisions of this Fifth Amendment shall govern. Except as expressly modified by this Fifth Amendment, all of the terms, covenants, conditions and provisions of the TPC Agreement are hereby ratified and confirmed and shall continue in full force and effect.
3. **Successors and Assigns.** This Fifth Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, subject, however, to the provisions of Section 14.2 of the TPC Agreement.

[Remainder of page intentionally left blank. See following page for signatures.]

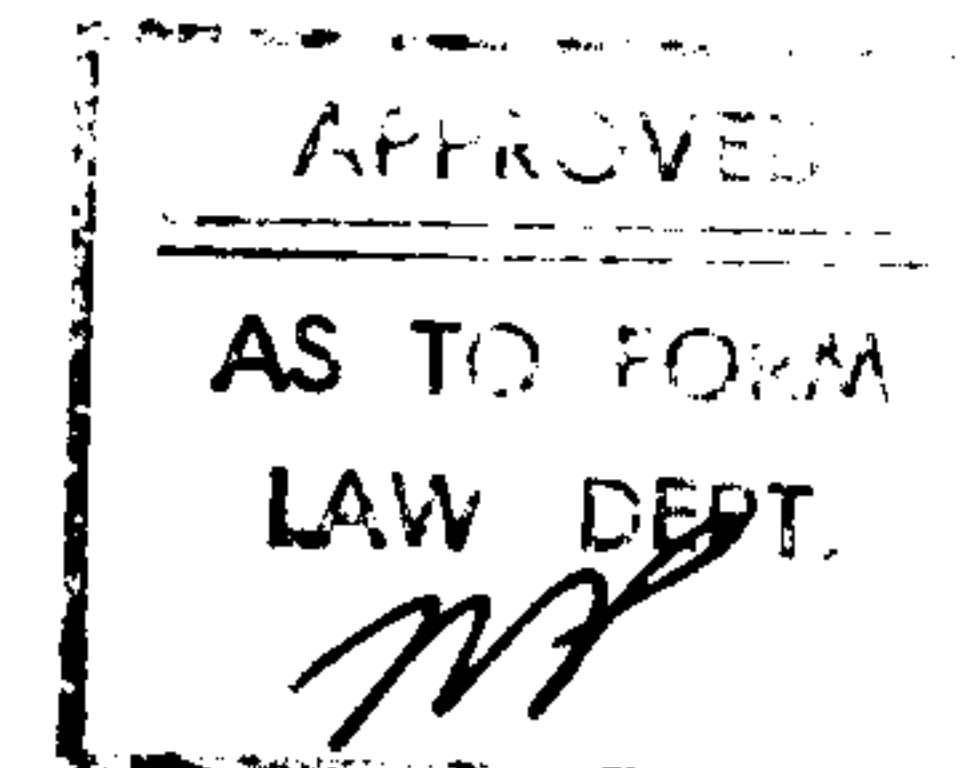
IN WITNESS WHEREOF, USS and TC & I have caused this Fifth Amendment to be duly executed as of the day and year first above written.

USS:

UNITED STATES STEEL CORPORATION

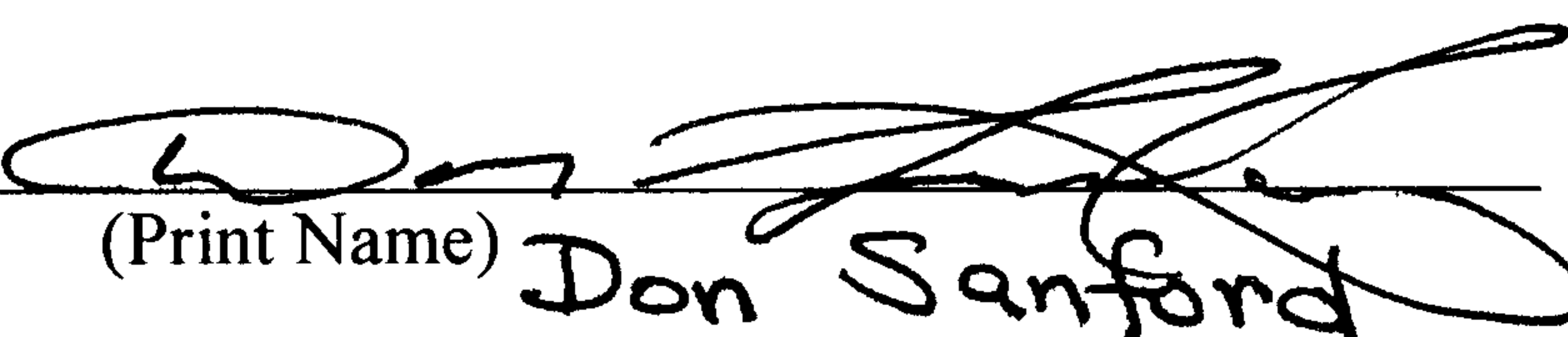
By: 
Garrett F. Hurley

Title: President
USS Real Estate, a division of
United States Steel Corporation



TC & I:

TC & I TIMBER COMPANY LLC

By: 
(Print Name) Don Sanford

Its: Area Manager

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COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

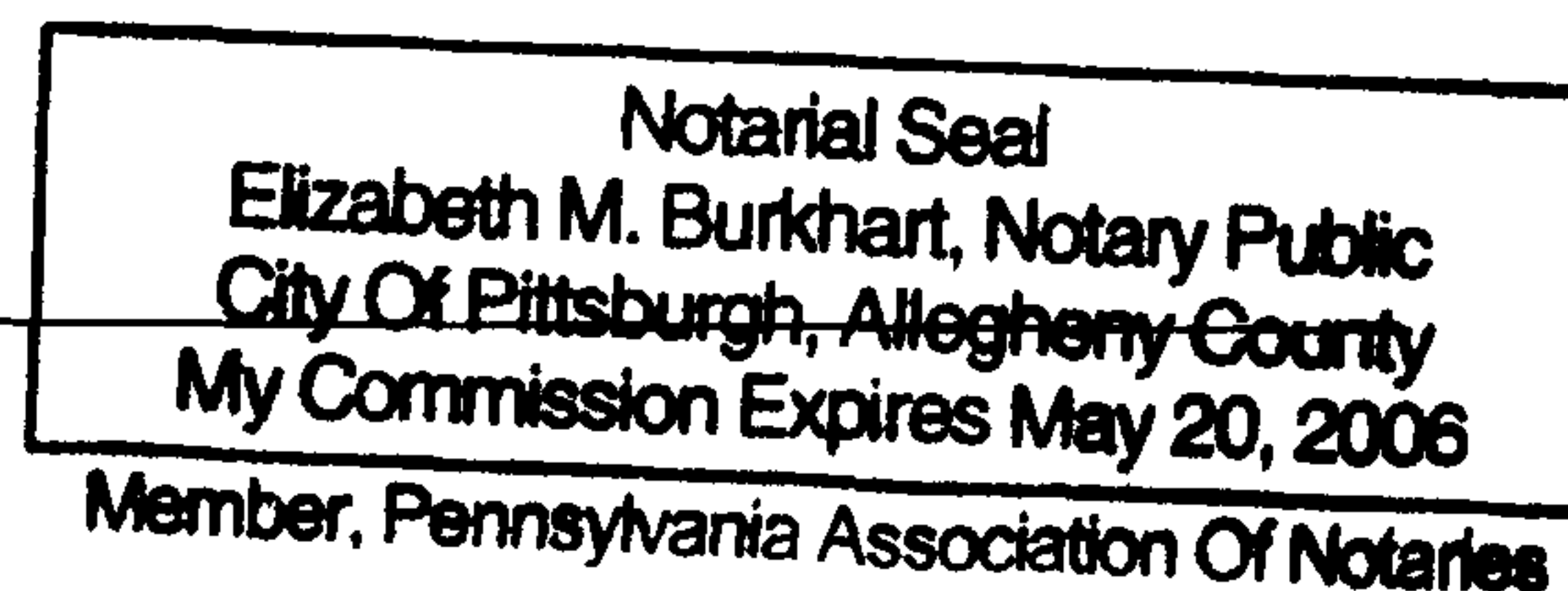
I, Elizabeth M. Burkhardt, a Notary Public in and for said County, in said State, hereby certify that Garrett F. Hurley, whose name as President of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 25 day of July, 2005.

Elizabeth M. Burkhardt
Notary Public

[SEAL]

My Commission Expires: _____



STATE OF Alabama)

COUNTY OF Jefferson)

I, Eva Lovelle Mitchell, a Notary Public in and for said County, in said State, hereby certify that Don Sanford, whose name as Area Manager of TC & I Timber Company, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 15th day of July, 2005.

Eva Lovelle Mitchell
Notary Public

[SEAL]

My Commission Expires: My Commission Expires 6-10-08

EXHIBIT A-5

LAND

Exhibit A-1 entitled "Land Description" which is attached to and made a part of the TPC Agreement is hereby supplemented and amended for the purpose of subtracting three (3) parcels of land located in Shelby County, Alabama, totaling approximately one hundred ninety nine and 25/100 (199.25) acres.

LEGAL DESCRIPTION OF SUBTRACTED PARCELS

Section 30, Township 21 South, Range 4 West

The North half of the North-West quarter; the Northeast diagonal half of the South half of the North-West quarter, except that part of the South-East quarter of the South-East quarter of the North-West quarter lying within said northeast diagonal half; and that part of the North-West quarter of the North-East quarter described as follows: begin at the Northwest corner of the North-West quarter of the North-East quarter, thence south along the west boundary of said quarter-quarter to the Southwest corner of said quarter-quarter, thence east along said south boundary of said quarter-quarter 221.78 feet, thence north along a straight line to the north boundary of said quarter-quarter to a point 221.00 feet east of the Northwest corner, thence west along the north boundary of said quarter-quarter 221.00 feet to the point of beginning. 119.25 acres.

Section 24, Township 21 South, Range 5 West

The South-West quarter of the South-East quarter. 40.0 acres.

Section 25, Township 21 South, Range 5 West

The North-West quarter of the North-East quarter. 40.0 acres.