

20050815000416840 1/19 \$66.00  
Shelby Cnty Judge of Probate, AL  
08/15/2005 08:03:58AM FILED/CERT

This instrument was prepared jointly by the parties and upon recording should be returned to:  
John B. D'Agostino, Esq.  
Edwards & Angell, LLP  
90 State House Square, 9<sup>th</sup> Floor  
Hartford, CT 06103

2 0 0 5 1 1 / 3 4 3 9

**GRANT, ASSIGNMENT AND ASSUMPTION AGREEMENT**

**(Timber Purchase and Cutting Agreement – 134,606.27 Acres)**

**THIS GRANT, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement")** is made and entered into as of the 5<sup>th</sup> day of August, 2005, by and between **TC& I TIMBER COMPANY, LLC**, an Alabama limited liability company having an address at 350 Park Avenue, 17th Floor, New York, New York 10022 ("**Assignor**"), and **SWF BIRMINGHAM, LLC**, a Delaware limited liability company having an address at c/o Dick Molpus, Molpus Woodlands Group, 654 North State Street, Jackson, MS 39202 ("**Assignee**").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Purchase and Sale Agreement dated May 31, 2005 between Assignor and Assignee (the "**Purchase Agreement**"), Assignor has agreed to assign to Assignee all of its right, title, interest, claim, and demand in, to, and under that certain Timber Purchase and Cutting Agreement [134,606.27 acres], described in Exhibit A annexed hereto and made a part hereof (the "**TPC Agreement**"), subject to the reservation set forth below; and

**WHEREAS**, Assignee has agreed to accept such assignment and to assume the obligations of Assignor under the TPC Agreement.

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are true and correct.
2. Effective as of August 5, 2005 (the "**Assignment Effective Date**"), Assignor hereby grants, bargains, sells, assigns, transfers, and conveys to Assignee all of Assignor's right, title, interest, claim, and demand under, in and to the TPC Agreement, including, without limitation, the Timber and the Timber Rights, each as defined in the TPC Agreement, subject however to the reservation unto Assignor of the right to receive the HBU Premium as hereinafter set forth (hereafter the "**Assignment**").
3. Assignee hereby accepts the foregoing Assignment and expressly assumes and agrees to perform all of the obligations and duties imposed on Assignor by the terms of the TPC Agreement which shall arise from actions or circumstances occurring from and after the Assignment Effective Date.
4. This Section 4 sets forth the reservation of rights by Assignor with respect to the right to receive HBU Premium.



- (a) In the event that Assignee shall agree, with respect to any of the Timber, Timber Rights and other rights and property (the "Premises") demised or held by Assignee under the TPC Agreement, to terminate all or any portion of the TPC Agreement or to sell, assign or transfer in any manner all or any portion of the Premises, whether or not any Timber or Timber Rights may be retained by Assignee for any period of time after such transfer, in each case, without any obligation to do so under the TPC Agreement (collectively, any such termination, sale, assignment or transfer, a "Transfer" and any agreement by Assignee to make such a Transfer, a "Transfer Agreement"), Assignee hereby agrees that all consideration with respect to any Transfer Agreement and Transfer paid to or received by Assignor or any other person or entity on behalf of or for the benefit of Assignee, in any case directly or indirectly, shall be paid and allocated by or at the direction of Assignee as follows: (a) first to Assignee in an amount equal to a termination payment under Section 12.5 of the TPC Agreement which would be due to Assignee determined as if such Transfer was a "Permanent Termination" under Section 12.5 of the TPC Agreement (a "Termination Payment"), and (b) the balance of all such consideration shall be paid and allocated Seventy-Five Percent (75%) to Assignee and Twenty-Five Percent (25%) to Assignor (any such payment and allocation to Assignor, an "HBU Premium").
- (b) Notwithstanding anything herein to the contrary, a Transfer for the purpose of the HBU Premium shall only apply to: (i) a termination of all or any portion of the TPC Agreement; or (ii) any sale, assignment or transfer of all or any portion of the Premises or the TPC Agreement to the Owner (as defined in the TPC Agreement); or (iii) in connection with a combined sale, assignment or transfer by Assignee of all or any portion of its interest in the TPC Agreement and Owner of all or any portion of its interest in the remainder of the fee estate owned by Owner to one or more third parties, whether any such sale, assignment or transfer shall occur in one or more steps or installments, provided, however, that a sale, assignment or transfer by Assignee to a third party of all or any portion of Assignee's interest in TPC Agreement on the basis of tree farm use where Assignee has no knowledge that such third party, or an affiliate or cooperating party of such third party, plans or intends an acquisition from Owner concerning the same land, shall not constitute a Transfer, provided, further, that the fact that any such sale, assignment or transfer is not treated as a Transfer shall in no way prevent or affect any subsequent termination, sale, assignment or transfer under (i), (ii) or (iii) with respect to such portion of such interest in TPC Agreement from constituting a Transfer.
- (c) Assignee hereby agrees to give written notice to Assignor of any Transfer Agreement as soon as the material terms thereof are known, as well as copies of any documents pertaining thereto as soon as the same are executed or contain the material terms of the transaction (and the "Notice Period" as referenced in Section 12.3 of the TPC Agreement shall be deemed to be the period which shall be at least sixty (60) days after such notice). Assignee also agrees to give Assignor notice of any tentative closing schedule for any such Transfer as soon as known by Assignee, copies of all final closing documents, including, without limitation,



settlement statements, all at the same time as received by Assignee, and an affidavit from Assignee to the effect that the closing documents and settlement statement furnished to Assignor by Assignee constitute and reflect the entire Transfer transaction and consideration received or to be received by or for the benefit of Assignee, either directly or indirectly.

- (d) Assignee shall make a calculation of the Termination Payment and furnish the same to Assignor, together with all appraisals, cruise reports, inventory analysis and any other information available to Assignee which would be relevant or helpful in determining the Termination Payment. Assignor shall have the right to exercise the role and rights of the "Owner" under the TPC Agreement (but shall not have any payment obligations) pursuant to Sections 12.5 and 12.3 of the TPC Agreement in determining the value of the Timber and Timber Rights and establishment of the Termination Payment. Any consideration and payments received by or for the benefit of either Assignee or Assignor with respect to any Transfer shall be immediately paid over by the party receiving same into and held in an escrow account by a third party and in a manner acceptable to Assignor and Assignee until the value of the Termination Payment has been finally determined by an agreement of the parties or pursuant to the procedures set forth in Sections 12.5 and 12.3 respectively, at which time the payments and allocations set forth above shall be paid out of escrow in accordance with this Section 4 (it being understood that no amounts payable to the Owner with respect to any Transfer shall be paid into such escrow).
  - (e) Assignor shall not be obligated to enter into any agreement with respect to any Transfer Agreement or Transfer, provided, however, that any payment or rights to payment of any HBU Premium to Assignor shall be subject to the same terms and conditions as any payment to Assignee with respect to such HBU Premium, including, without limitation, any obligation to return all or any part of any such payment.
  - (f) This reservation and rights to receive the HBU Premium in accordance with this Agreement shall run with the land.
5. Assignee agrees to indemnify, defend, and hold harmless Assignor from and against all claims, actions, losses, damages, costs and expenses and reasonable attorneys' fees that may be paid at any time by Assignor arising out of Assignee's failure to comply with any of the terms, covenants, conditions, and obligations of Assignee under the TPC Agreement which arise from actions or circumstances occurring on or subsequent to the Assignment Effective Date.
6. Assignor agrees to indemnify, defend, and hold harmless Assignee from and against all claims, actions, losses, damages, costs and expenses and reasonable attorneys' fees that may be paid at any time by Assignee arising out of Assignor's failure to comply with any of the terms, covenants, conditions, and obligations of Assignor under the TPC Agreement which arise from actions or circumstances occurring before the Assignment Effective Date.



7. Pursuant to this Agreement, the undersigned Owner shall hereby be notified to give all notices required to be given to the Company under the TPC Agreement, on and after the Assignment Effective Date hereof, to the Assignee at Assignee's address set forth below in Section 8.
8. Any notice given pursuant to this Agreement shall be given in writing and delivered in person, by overnight courier, or by registered or certified mail, postpaid, return receipt requested, addressed as follows:

If to Assignor, to: TC&I Timber Company, LLC  
c/o The Campbell Group, LLC  
One S.W. Columbia, Suite 1700  
Portland, OR 97258  
Attention: Steve Holland

with copies to: M. Sharon Cassidy, Esq.  
United States Steel and Carnegie Pension Fund  
350 Park Avenue, 17th Floor  
New York, NY 10022

and

John B. D'Agostino, Esq.  
Edwards & Angell, LLP  
90 State House Square, 9<sup>th</sup> Floor  
Hartford, CT 06103

If to Assignee, to: SWF Birmingham, LLC  
Molpus Woodlands Group  
654 North State Street  
Jackson, MS 39202  
Attention: Dick Molpus

with a copy to: Adams and Reese LLP  
4500 One St. Louis Center  
Mobile, AL 36602  
Attention: Victor H. Lott, Jr.

Such notices shall be deemed given upon receipt, refusal to accept or return due to impossibility to deliver.

9. Nothing in this Agreement or any ancillary documents, whether expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties hereto, any rights, remedies or other benefits under or by reason of this Agreement.
10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama without regard to conflicts of laws and principles thereof.



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11. The parties hereby agree that the terms of this Agreement are in addition to, and supplement the terms and conditions of the Purchase Agreement referenced above, and that this Agreement may not be changed, modified, or altered, except by written agreement signed by the parties hereto. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
12. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.
13. This Agreement shall be binding upon the parties hereto, their representatives, successors and assignees.

*[Remainder of page intentionally left blank; signature page to follow.]*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Agreement to be duly executed as of the day and year first above written.

**ASSIGNOR:**

**TC & I TIMBER COMPANY, LLC**

By: United States Steel and Carnegie Pension  
Fund, As Trustee Of The United States Steel  
Corporation Plan For Employee Pension  
Benefits (Revision of 2003)  
Its Member

By: M. Sharon Cassidy  
Name: **M. SHARON CASSIDY**  
Title: **GENERAL COUNSEL**

**ASSIGNEE:**

**SWF BIRMINGHAM, LLC**

By: Sustainable Woodlands Fund, L.P.  
Its Sole Member

By: Sustainable Woodlands Partners, LLC  
Its General Partner

By: see next page  
Bob Lyle  
Its Manager



IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the day and year first above written.

**ASSIGNOR:**

**TC & I TIMBER COMPANY, LLC**

By: United States Steel and Carnegie Pension  
Fund, As Trustee Of The United States Steel  
Corporation Plan For Employee Pension  
Benefits (Revision of 2003)  
Its Member

By: see previous page  
Name:  
Title:

**ASSIGNEE:**

**SWF BIRMINGHAM, LLC**

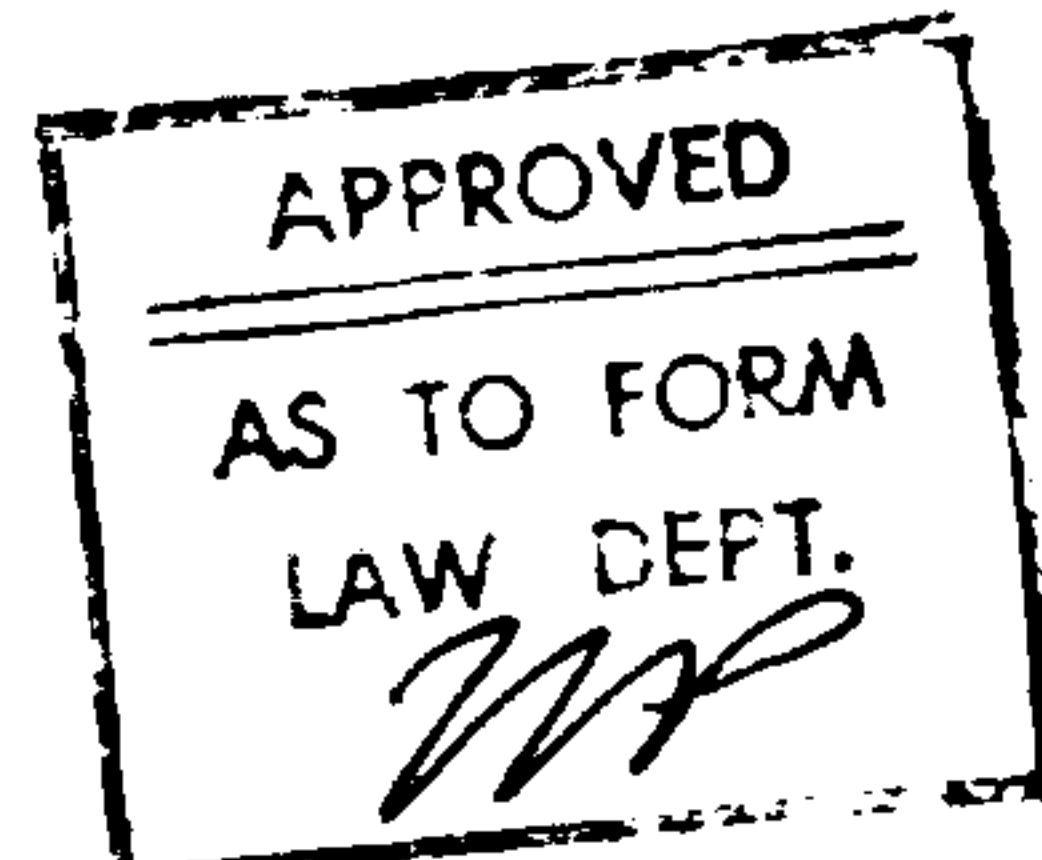
By: Sustainable Woodlands Fund, L.P.  
Its Sole Member

By: Sustainable Woodlands Partners, LLC  
Its General Partner

By: Bob Lyle  
Bob Lyle  
Its Manager

The undersigned, holders of 100% of the interest of "Owner" under the TCP Agreement, execute this Grant, Assignment and Assumption Agreement to acknowledge and agree that the within assignment from Assignor to Assignee is approved by the undersigned under Section 14.1 of the TCP Agreement, and that any and all liability or responsibility of Assignor under the TCP Agreement shall terminate on the Assignment Effective Date, and to acknowledge the addresses for notices to Assignee set forth herein.

**UNITED STATES STEEL CORPORATION**



By: [Signature]  
Name:  
Title: **GARRETT F. HURLEY**  
**PRESIDENT, USS REAL ESTATE**

**RGGS LAND & MINERALS, LTD., L.P.**

By: Gordy Oil Company,  
a Texas corporation  
Its General Partner

By: \_\_\_\_\_  
Russell D. Gordy  
Its President

STATE OF New York )  
COUNTY OF County of New York )

I, Mildred L. White, a Notary Public in and for said County, in said State, hereby certify that M. Sharon Cassidy, whose name as General Counsel of United States Steel and Carnegie Pension Fund, a Pennsylvania corporation, as Trustee of The United States Steel Corporation Plan for Employee Pension Benefits (Revision of 2003), which is the sole Member 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation as trustee, and said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 2nd day of August 2005.

[SEAL]

Mildred L. White  
Notary Public  
My Commission Expires January 16, 2007  
**MILDRED L. WHITE**  
**Notary Public State of New York**  
**No. 01WH6053746**  
**Certificate Filed in New York County**  
**Commission Expires January 16, 2007**



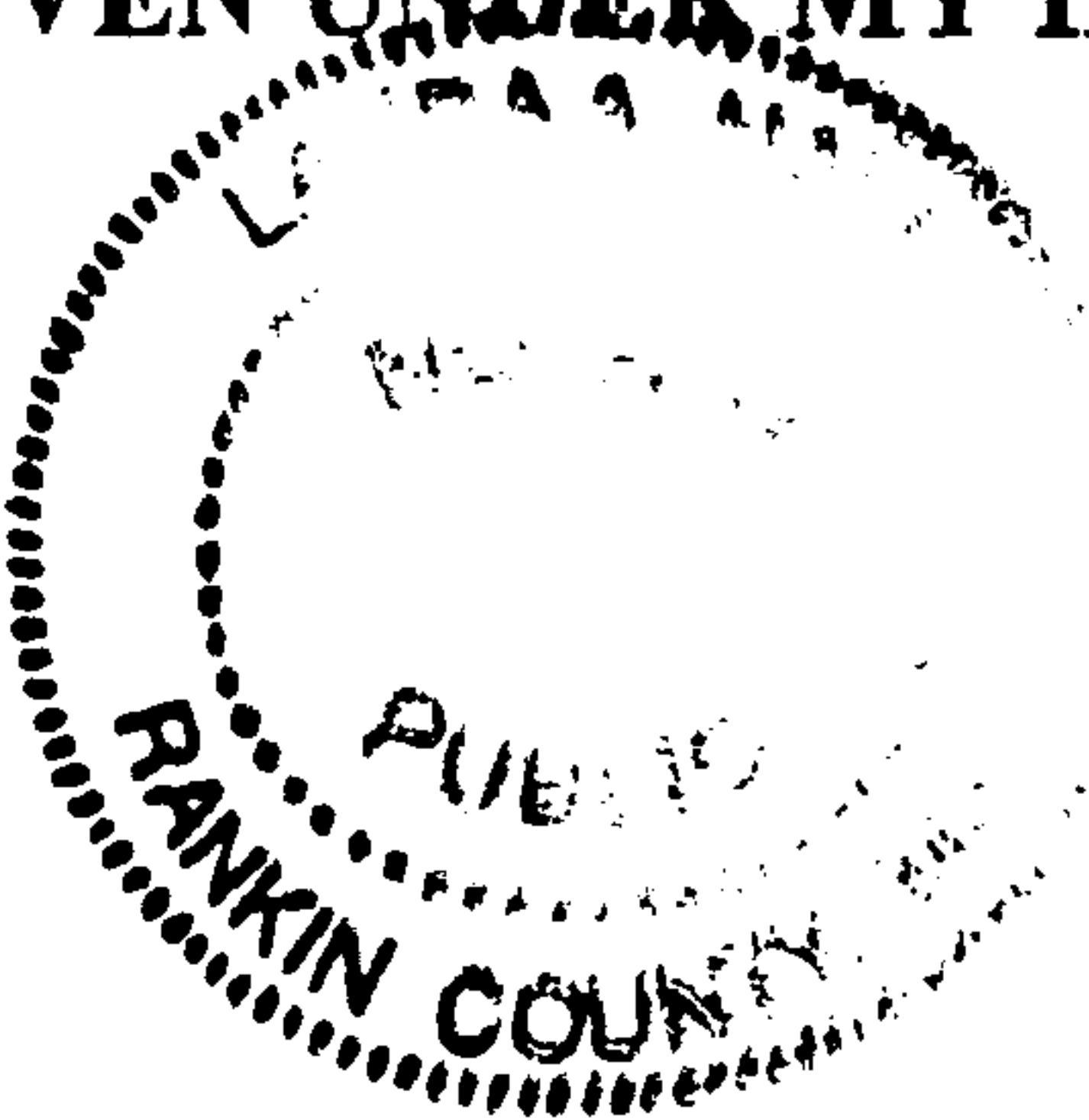
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STATE OF Mississippi )  
COUNTY OF Leflore )

I, Laura A. Hall, a Notary Public in and for said County, in said State, hereby certify that Bob Lytle, whose name as Manager of SWF Birmingham, LLC, a Delaware 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 3rd day of August 2005.

[SEAL]



Laura A. Hall  
Notary Public

My Commission Expires: \_\_\_\_\_

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 27, 2009  
BONDED THRU STEGALL NOTARY SERVICE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ 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 \_\_\_\_\_.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



The undersigned, holders of 100% of the interest of "Owner" under the TCP Agreement, execute this Grant, Assignment and Assumption Agreement to acknowledge and agree that the within assignment from Assignor to Assignee is approved by the undersigned under Section 14.1 of the TCP Agreement, and that any and all liability or responsibility of Assignor under the TCP Agreement shall terminate on the Assignment Effective Date, and to acknowledge the addresses for notices to Assignee set forth herein.

**UNITED STATES STEEL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**RGGS LAND & MINERALS, LTD., L.P.**

By: Gordy Oil Company,  
a Texas corporation  
Its General Partner

By: Thomas R. Speck  
Thomas R. Speck  
Its Vice President

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of United States Steel and Carnegie Pension Fund, a Pennsylvania corporation, as Trustee of The United States Steel Corporation Plan for Employee Pension Benefits (Revision of 2003), which is the sole Member 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation as trustee, and said limited liability company.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this, the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



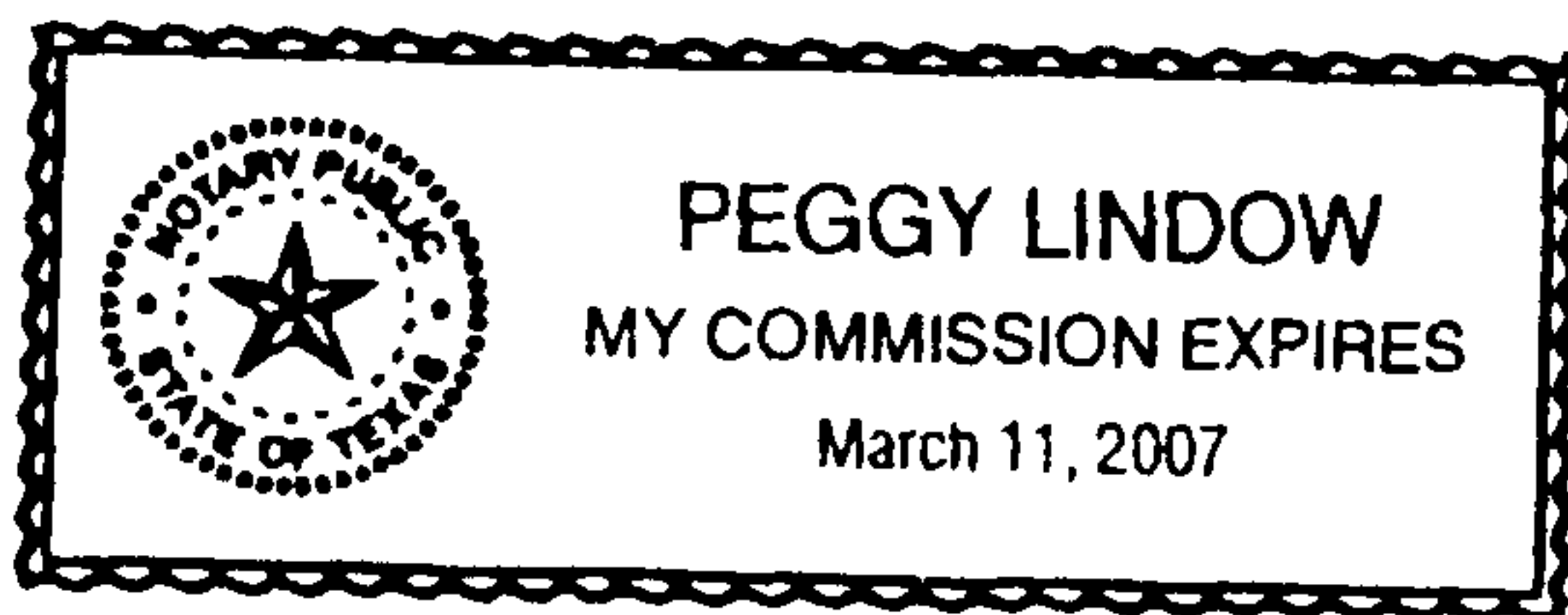
STATE OF TEXAS )

COUNTY OF HARRIS )

I, Peggy Lindow, a Notary Public in and for said County, in said State, hereby certify that Thomas R. Speck, whose name as Vice President of Gordy Oil Company, a Texas corporation, general partner of RGGS Land & Minerals, Ltd., L.P., a Delaware limited partnership, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5th day of August 2005.

[SEAL]



Peggy Lindow

Notary Public

My Commission Expires: 3-11-07



STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of SWF Birmingham, LLC, a Delaware 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF PENNSYLVANIA )

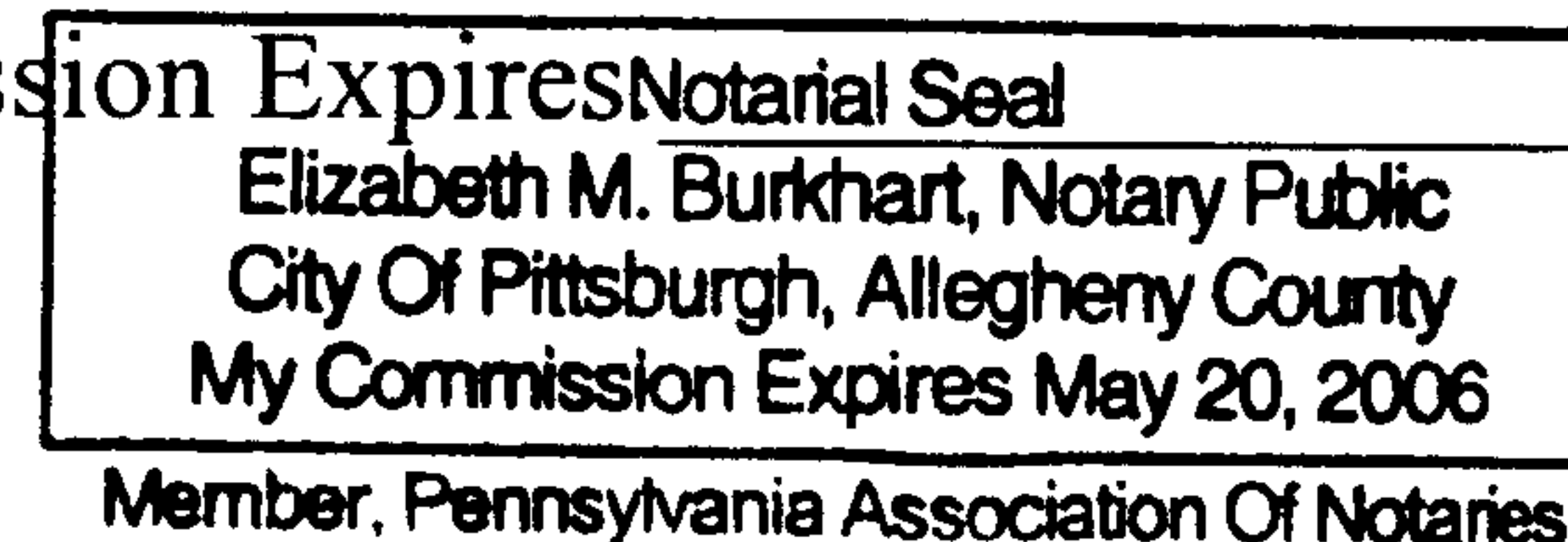
COUNTY OF ALLEGHENY )

I, ELIZABETH M. BURKHART, a Notary Public in and for said County, in said State, hereby certify that GARETT F. HURLEY, whose name as PRESIDENT, 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 29<sup>th</sup> day of July, 2005.

[SEAL]


Elizabeth M. Burkhardt  
\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_





STATE OF TEXAS )

COUNTY OF HARRIS )

  
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Shelby Cnty Judge of Probate, AL  
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I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Russell D. Gordy, whose name as President of Gordy Oil Company, a Texas corporation, general partner of RGGS Land & Minerals, Ltd., L.P., a Delaware limited partnership, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this, the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF THE TIMBER PURCHASE AND CUTTING AGREEMENT**

1. Timber Purchase and Cutting Agreement [134,606.27 acres] dated September 29, 2003 by and between United States Steel Corporation and U.S. Steel Timber Company LLC recorded in the Office of the Probate Court in (a) Jefferson County as Instrument #200317/8540 and Instrument #200364/2996, (b) Walker County in Book 1868 at Page 124, (c) Shelby County as Instrument #20031118000759420 Page 1/140, (d) Bibb County in Book 125 at Page 651, and (e) Tuscaloosa County in Deed Book 2003 at Page 23639; as amended by First Amendment of Timber Purchase and Cutting Agreement [134,606.27 acres] dated December 30, 2003 and recorded in the Office of the Probate Court in (a) Jefferson County as Instrument #200364/7642 and Instrument #200319/2192, (b) Walker County in Book 1873 at Page 169, (c) Shelby County as Instrument #20040102000003830 Page 1/95, (d) Bibb County in Book 128 at Page 319, an (e) Tuscaloosa County in Deed Book 2003 at Page 25399; Second Amendment of Timber Purchase and Cutting Agreement [134,606.27 acres] dated March 28, 2005 and recorded in the Office of the Probate Court in Jefferson County as Instrument #200561/4042; Third Amendment of Timber Purchase and Cutting Agreement [134,606.27 acres] dated March 28, 2005 and recorded in the Office of the Probate Court in Jefferson County as Instrument #200561/4043; and Fourth Amendment of Timber Purchase and Cutting Agreement [134,606.27 acres] dated March 28, 2005 and recorded in the Office of the Probate Court in Bibb County in Book 152 at Page 418.



**CERTIFICATE**

**[30,385.75 acres]**

The undersigned hereby certify for the purpose of determining the Transfer Tax applicable to the recording of that certain Grant, Assignment and Assumption Agreement [30,385.75 acres] that the allocation of the purchase price among the five counties where such property and property rights are located is as follows:

Shelby	31.0%	=	\$6,256,575
Walker	2.0%	=	\$403,650
Bibb	0.5%	=	\$100,913
Tuscaloosa	5.0%	=	\$1,009,125
Jefferson	61.5%	=	\$12,412,238

This Certification made as of the 5<sup>th</sup> day of August, 2005.

**ASSIGNOR:**

**TC & I TIMBER COMPANY, LLC**

By: United States Steel and Carnegie Pension  
Fund, As Trustee Of The United States Steel  
Corporation Plan For Employee Pension  
Benefits (Revision Of 2003)  
Its Member

By: M. Sharon Cassidy  
Name: **M. SHARON CASSIDY**  
Title: **GENERAL COUNSEL**

**ASSIGNEE:**

**SWF BIRMINGHAM, LLC**

By: Sustainable Woodlands Fund, L.P.  
Its Sole Member

By: Sustainable Woodlands Partners, LLC  
Its General Partner

By: see next page  
Bob Lyle  
Its Manager

**CERTIFICATE**

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**[30,385.75 acres]**

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Its Member

By: see previous page  
Name:  
Title:

**ASSIGNEE:**

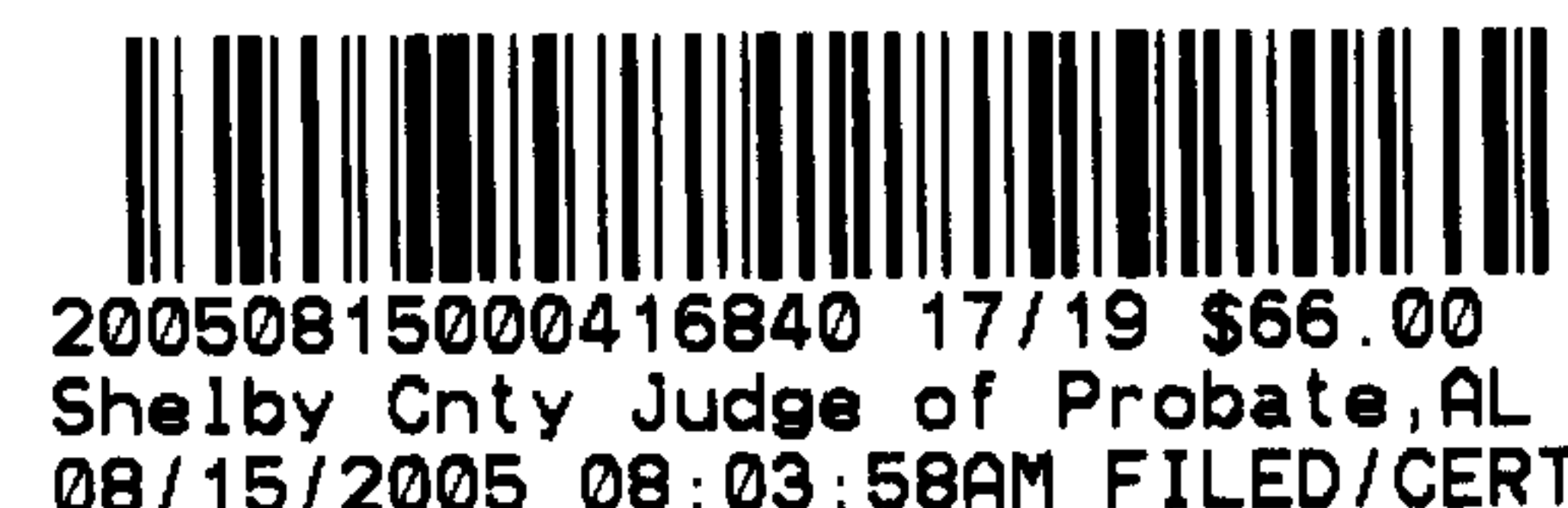
**SWF BIRMINGHAM, LLC**

By: Sustainable Woodlands Fund, L.P.  
Its Sole Member

By: Sustainable Woodlands Partners, LLC  
Its General Partner

By: Bob Lyle  
Bob Lyle  
Its Manager





STATE OF NEW YORK )

COUNTY OF NEW YORK )

I, Mildred L. White, a Notary Public in and for said County, in said State, hereby certify that M. Sharon Cassidy, whose name as General Counsel of United States Steel and Carnegie Pension Fund, a Pennsylvania corporation, as Trustee of The United States Steel Corporation Plan for Employee Pension Benefits (Revision of 2003), which is the sole Member 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation as trustee, and said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 2nd day of August, 2005.

Mildred L. White  
Notary Public  
My Commission Expires: \_\_\_\_\_

[SEAL]

MILDRED L. WHITE  
Notary Public State of New York  
No. 01WH6053746  
Certificate Filed in New York County  
Commission Expires January 16, 2007

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of SWF Birmingham, LLC, a Delaware 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

[SEAL]



STATE OF NEW YORK )

COUNTY OF NEW YORK )

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GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the \_\_\_\_\_ day of August, 2005.

[SEAL]

Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF Mississippi )

COUNTY OF Hinds )

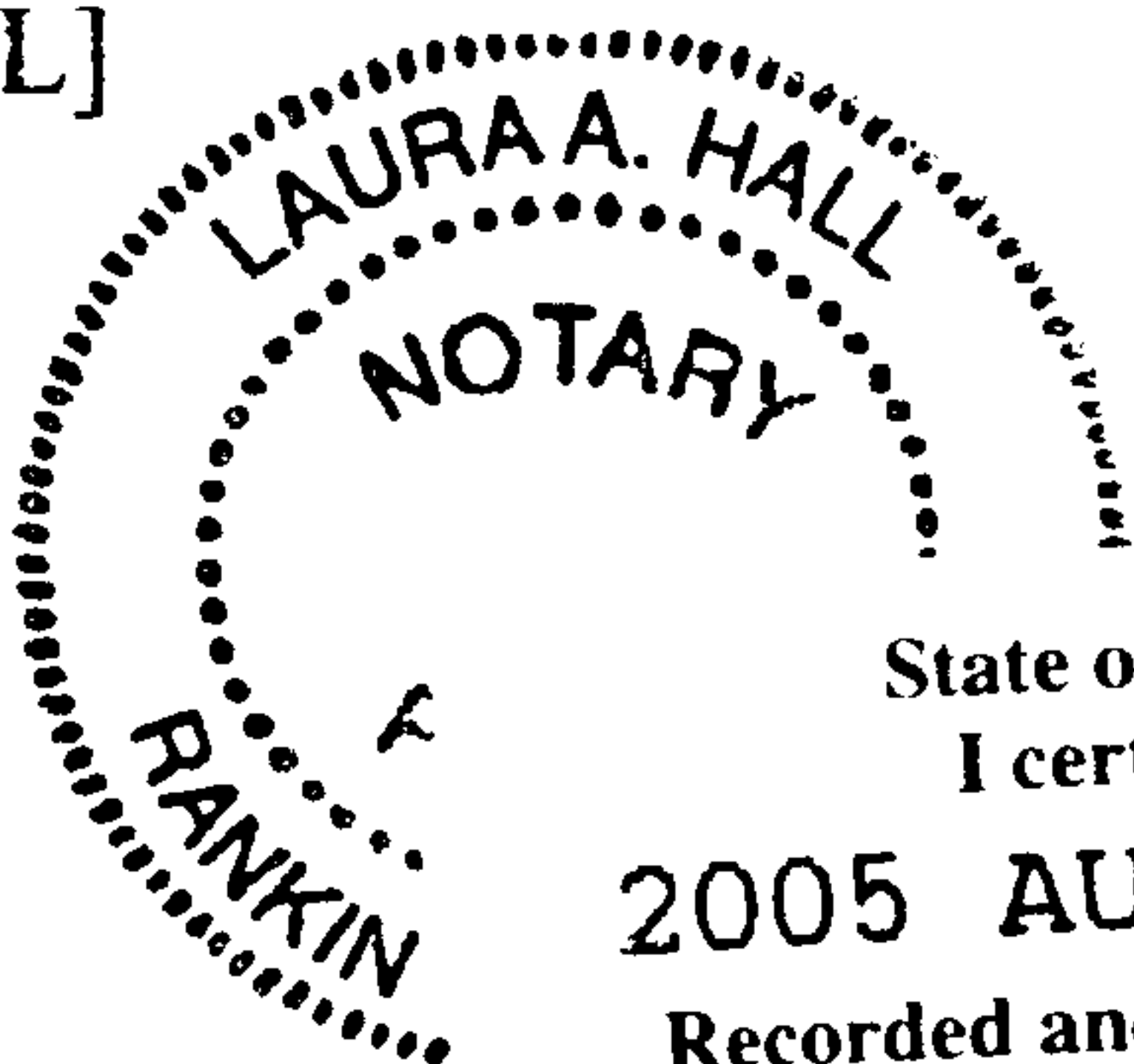
I, Laura A. Hall, a Notary Public in and for said County, in said State, hereby certify that Bob Lytle, whose name as Manager of SWF Birmingham, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 3rd day of August, 2005.

[SEAL]

Laura A. Hall  
Notary Public

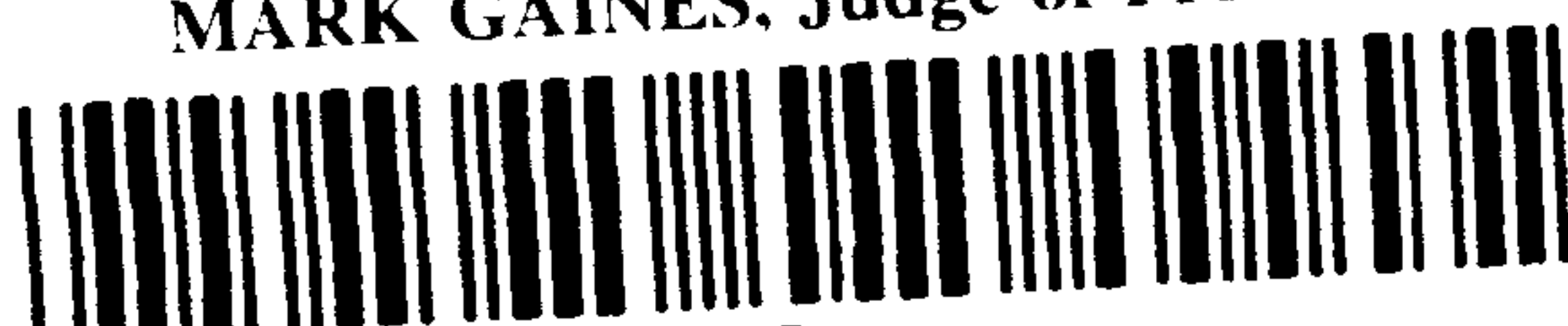
My Commission Expires: \_\_\_\_\_



State of Alabama - Jefferson County  
I certify this instrument filed on:

2005 AUG 10 03:13:43:56PM  
Recorded and \$ \_\_\_\_\_ Mtg. Tax

and \$ 20,183.00 Deed Tax and Fee Amt.  
\$ 47.00 Total \$ 20,230.00  
MARK GAINES, Judge of Probate



200511/3439

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 27, 2009  
INDEXED THRU STEGALL NOTARY SERVICE





20050815000416840 19/19 \$66.00  
Shelby Cnty Judge of Probate, AL  
08/15/2005 08:03:58AM FILED/CERT

State of Alabama  
Jefferson County

I, the Undersigned, as Judge of Probate in and for  
said County, in said State, hereby certify that the  
foregoing is a full, true and correct copy of the  
instrument with the filing of same as appears of  
record in this office in vol 200511 page 3439.

Given under my hand and official seal, this the 10<sup>th</sup>  
day of August, 2005.

Mark Gaines

Judge of Probate