

2007-1757

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Source Of Title: 2003 / 23559

W. Hardy McCollum - Probate Judge

Tuscaloosa County, Alabama

20070123000036340 1/13 \$47.00
Shelby Cnty Judge of Probate, AL
01/23/2007 04:03:50PM 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

Source of title for Tuscaloosa County:
Book 2003, Page 23559

STATE OF ALABAMA)
COUNTIES OF JEFFERSON,)
WALKER, SHELBY, BIBB, AND)
TUSCALOOSA)

34.50

20070118000103090 1/13
Bk: LR200760 Pg: 9404
Jefferson County, Alabama
I certify this instrument filed on:
01/18/2007 12:05:59 PM AGREE
Judge of Probate- Alan L. King

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

THIS SEVENTH AMENDMENT OF TIMBER PURCHASE AND CUTTING AGREEMENT (this "Seventh Amendment") is made as of the 3rd day of January, 2007, by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation (hereinafter referred to as "USS"); **SWF BIRMINGHAM, LLC**, a Delaware limited liability company (hereinafter referred to as "SWF").

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, TC & I Timber Company LLC, an Alabama limited liability company (hereinafter referred to as "TC & I") acquired from U. S. Steel Timber Company, LLC all of the right, title, interest, claim, demand, obligations and duties of the "Company"

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Jerry C. Pow, Probate Judge, Bibb County, Alabama

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Richard H. Hinson, Judge of Probate, Walker County, Alabama

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 TC & I entered into that certain "Second Amendment of Timber Purchase and Cutting Agreement [134,606.27 Acres]" dated March 28, 2005, and recorded in the Probate Office of Jefferson County, Alabama, as Instrument No. 200561/4042; and

WHEREAS, USS and TC & I entered into that certain "Third Amendment of Timber Purchase and Cutting Agreement [134,606.27 Acres]" dated March 28, 2005, and recorded in the Probate Office of Jefferson County, Alabama, as Instrument No. 200561/4043; and

WHEREAS, USS and TC & I entered into that certain "Fourth Amendment of Timber Purchase and Cutting Agreement [134,606.27 Acres]" dated March 28, 2005, and recorded in the Probate Office of Bibb County, Alabama, in Book 152, Page 418; and

WHEREAS, USS and TC & I entered into that certain "Fifth Amendment of Timber Purchase and Cutting Agreement [134,606.27 Acres]" dated July 25, 2005, and recorded in the Probate Office of Shelby County, Alabama, in Instrument No. 20050803000392060; and

WHEREAS, by that certain "Grant, Assignment and Assumption Agreement (Timber Purchase and Cutting Agreement - 134,606.27 Acres)" dated August 5, 2005, and recorded in the Probate Office of (a) Jefferson County, Alabama, as Instrument No. 200511/3439 and Instrument No. 200562/6332, (b) Walker County, Alabama, in Book 1970, Page 301, (c) Shelby County, Alabama, as Instrument No. 20050815000416840, (d) Bibb County, Alabama, in Book 157, Page 644, and (e) Tuscaloosa County, Alabama, in Deed Book 2005, Page 17806, TC & I assigned to SWF, all of its 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, except for a reservation of certain rights to receive a portion of the "HBU Premium", each as defined in the TPC Agreement and in the Grant, Assignment and Assumption Agreement (Timber Purchase and Cutting Agreement - 134,606.27 Acres)" dated August 5, 2005, referenced above, and

WHEREAS, USS and SWF entered into that certain "Sixth Amendment of Timber Purchase and Cutting Agreement [134,606.27 Acres]" dated July 25, 2006, and recorded in the Probate Office of Walker County, Alabama, in DML BK 2035, PG 715; and

WHEREAS, USS and SWF desire to amend "Exhibit D" of the TPC.

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 SWF agree as follows (all capitalized terms not defined herein shall have the meaning ascribed to them in the TPC Agreement.)

1. The parties agree that the original "Exhibit D" attached to the TPC Agreement is hereby deleted in its entirety and "**EXHIBIT D - 7TH AMENDMENT**" is substituted therefor.
2. **Ratification.** In the event of any conflict between the TPC Agreement and this Seventh Amendment, the terms, conditions and provisions of this Seventh Amendment shall govern. Except as expressly modified by this Seventh 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.



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- 3 **Successors and Assigns.** This Seventh 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.]

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SHELBY COUNTY JUDGE OF PROBATE, ALABAMA
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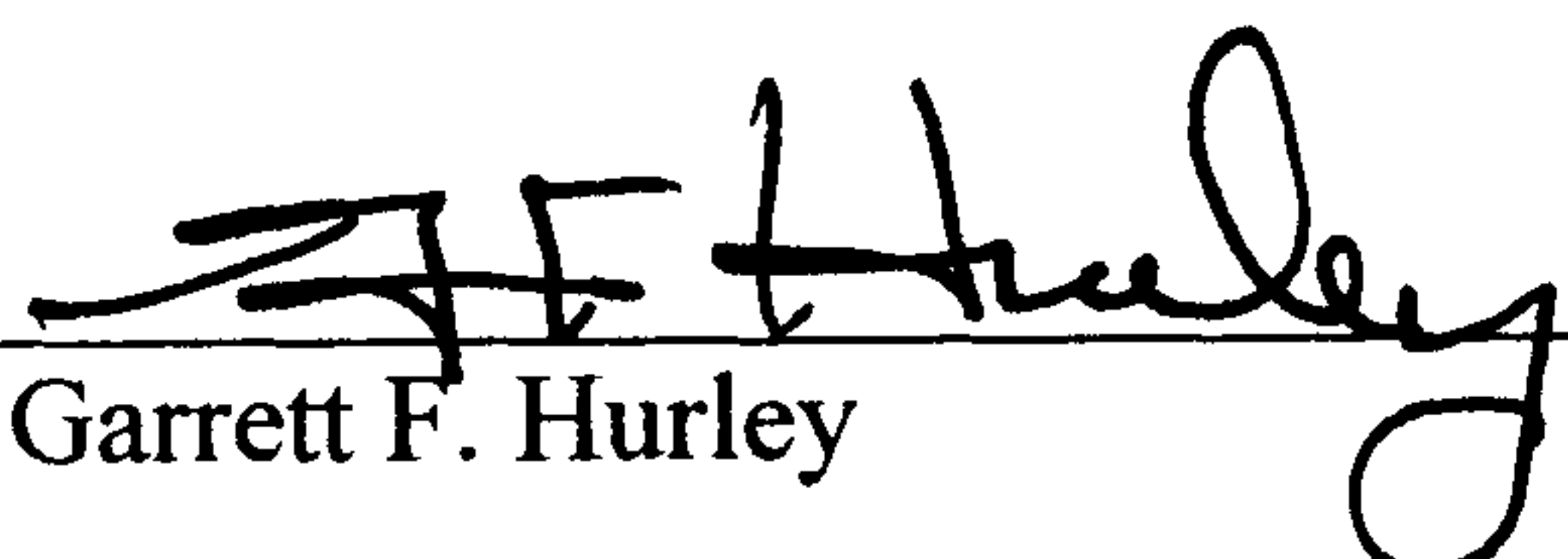


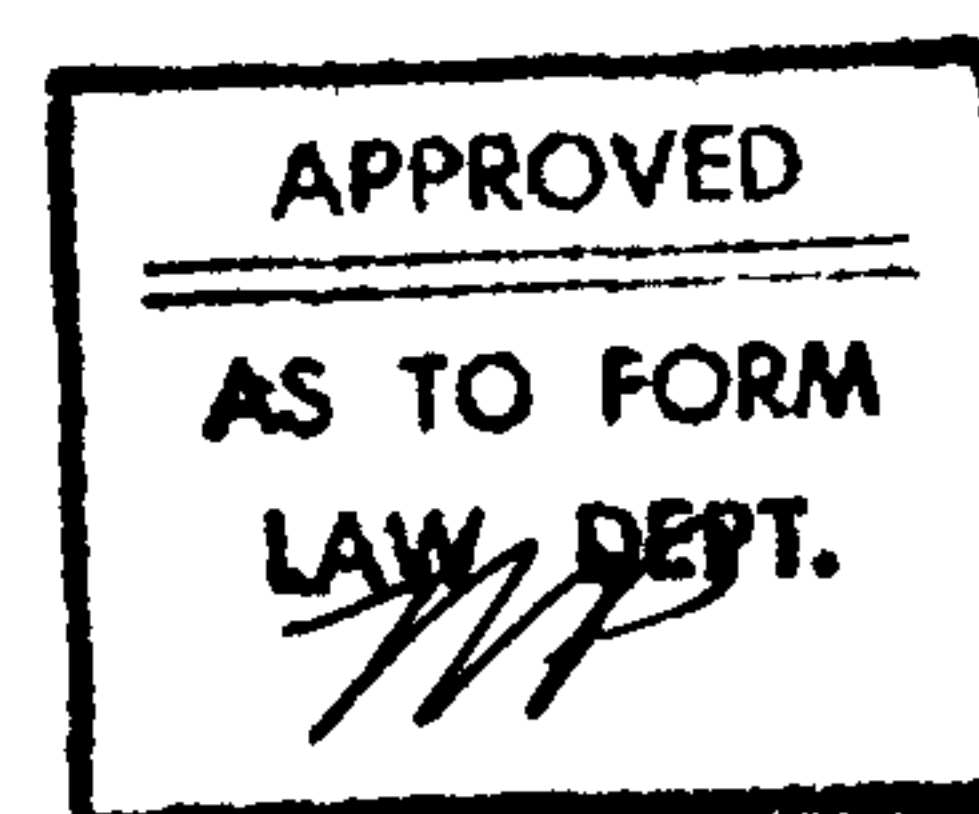
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IN WITNESS WHEREOF, USS and SWF have caused this Seventh Amendment to be duly executed as of the day and year first above written.

USS:

UNITED STATES STEEL CORPORATION


By: 
Garrett F. Hurley



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

SWF:

SWF BIRMINGHAM, LLC

By: 
Charles R. Manogue

Title: Chief Operating Officer
of Molpus Timberlands Management, LLC,
its authorized agent and property manager

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Rick Allison, Judge of Probate, Walker County, Alabama

RPE 185 674

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

I, ELIZABETH M. BURKHART, 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 3rd day of January, 2007.

[SEAL] Notary Public Elizabeth M. Burkhardt
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Elizabeth M. Burkhardt, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 20, 2010

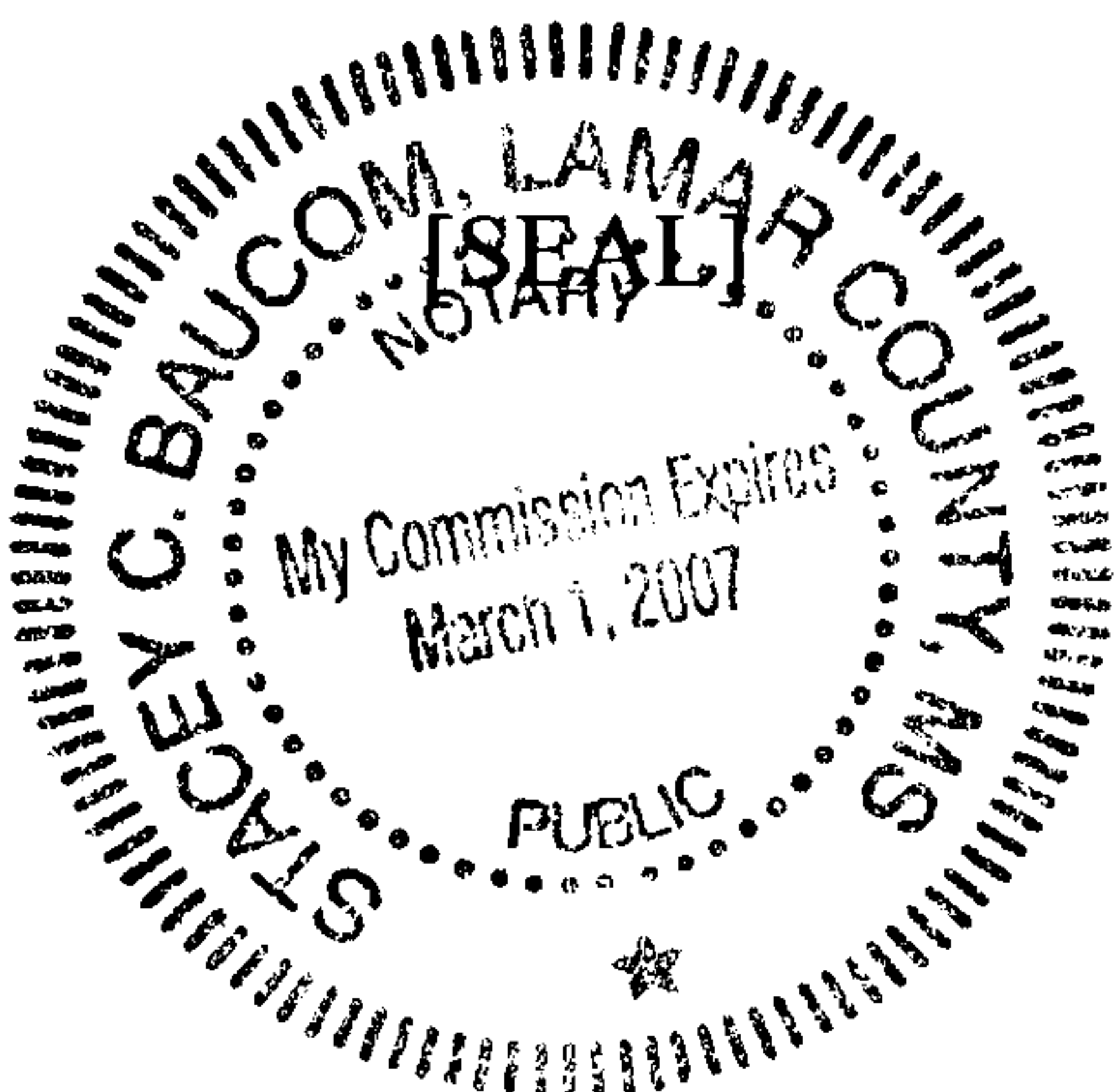
Member, Pennsylvania Association of Notaries

STATE OF MISSISSIPPI)
COUNTY OF FORREST)

I, Stacey C. Baucom, a Notary Public in and for said County, in said State, hereby certify that Charles R. Manogue, whose name as Chief Operating Officer of Molpus Timberlands Management, LLC, a Mississippi limited liability company, in its capacity as the authorized agent and property 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, as such Chief Operating Officer of Molpus Timberlands Management, LLC, in its capacity as the authorized agent and property manager of SWF Birmingham, LLC, 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 17th day of November, 2006.

Stacey C. Baucom
Notary Public
My Commission Expires: 03-01-07



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Rock Hill, SC; Judge of Probate; Walker County; Alabama

RFB 185 675



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EXHIBIT D - 7TH AMENDMENT

INSURANCE for COMPANY and OWNER

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Rick Allison, Judge of Probate, Walker County, Alabama

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EXHIBIT D

INSURANCE for COMPANY

SWF Birmingham, LLC and related parties as Company shall procure and maintain, at its own expense, for the duration hereunder the insurance coverage, for its operations hereunder, meeting or exceeding the requirements set forth below and the operations of its Independent Contractors hereunder (Independent Contractor insurance requirements are outlined in paragraph 7 of this Exhibit D):

1. **Minimum Scope of Insurance** – Coverage shall be at least as broad as the following:

A. **Commercial General Liability Insurance**: Shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If a 1973 edition ISO form must be used by the insurer, the broad form comprehensive general liability (BFCGL) endorsement shall be included. Additionally, the policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy of insurance shall contain or be endorsed to include the following:

- (i) Premises/Operations;
- (ii) Products/Completed Operations;
- (iii) Contractual;
- (iv) Independent Contractors;
- (v) Broad form property damage;
- (vi) Personal Injury;
- (vii) Cross liability/severability of interest;
- (viii) The policy shall be endorsed to include the Owner and its affiliates, including all units, divisions and subsidiaries as additional insureds using ISO form CG 20 10 11 85 or substitute form(s) providing equivalent coverage (such as a combination of the CG 20 10 10 01 and CG 20 37 10 01). The coverage shall contain no special limitations on

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the scope of protection afforded to the Owner and its affiliates, including all units, divisions and subsidiaries as additional insureds.

- (ix) Waiver of subrogation shall be provided to the benefit of all Additional Insureds, as aforesaid.
- (x) No XCU (explosion, collapse, underground) exclusion.
- (xi) For any claims related herein, the insurance maintained by the Company for its operations shall be primary coverage for the benefit of Company, and for the Owner and its affiliates, including all units, divisions and subsidiaries as additional insureds and shall not be contributory with any insurance or self insurance maintained by the Owner and its affiliates, including all units, divisions and subsidiaries .
- (xii) The policy shall not contain any provision, definition, or endorsement which would serve to eliminate third-party action over claims.
- (xiii) Self-funded or other non-risk transfer insurance mechanism are not acceptable hereunder.

B. Automobile Liability Insurance: Written on an ISO form CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include the Owner and its respective affiliates including all units, divisions and subsidiaries as Additional Insureds, and to include waiver of subrogation to the benefit of the Owner and its affiliates, including all units, divisions and subsidiaries as additional insureds.

C. Workers' Compensation Insurance: As required by the State or Commonwealth in which operations are being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of the Owner and its respective affiliates, including all units, divisions and subsidiaries.

D. Employer's Liability and/or Stop Gap Liability Coverage:
Coverages per accident, disease-policy limit and disease each employee.

E. Umbrella Liability Insurance: To provide increased limits of liability for the Commercial General Liability Insurance, Automobile Liability Insurance and Employer's Liability and/or Stop Gap Liability Coverages.

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RICK MILLER, Judge of Probate, Walker County, Alabama
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F. Errors and Omissions Professional Liability Insurance (If required by Owner): Coverage should be for a professional error, act or omission arising out of the Contractor's performance of operations hereunder. The policy form may not exclude coverage for Bodily Injury, Property Damage, claims arising out of laboratory analysis, pollution of the operations of the treatment facility, to the extent these items are applicable under the scope of operations hereunder. This policy shall be endorsed to include waiver of subrogation to the benefit of each of Owner and its respective affiliates, including all units, divisions and subsidiaries. If coverage is on a claims-made form, Company shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the operations hereunder has been completed.

G. Environmental Impairment Insurance: Covering damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water. Such insurance shall contain or be endorsed to include:

- (i) Property damage, including loss of use, injury to or destruction of property;
- (ii) Cleanup costs which shall include operations designed to analyze, monitor, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- (iii) Personal injury, which shall include bodily injury, disease, mental anguish, shock or disability sustained by any person, including death resulting there from.
- (iv) Contractual coverage
- (v) The Owner and its affiliates, including all units, divisions and subsidiaries as additional insureds. This insurance shall be primary coverage for the benefit of Company, and for the Owner and its affiliates, including all units, divisions and subsidiaries and shall not be contributory with any similar insurance or self insurance maintained by the Owner and its affiliates, including all units, divisions and subsidiaries .

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- (vi) Waiver of Subrogation in favor of the Owner and its affiliates including all units, divisions and subsidiaries.

If the Environmental Impairment Insurance is on a claims-made form, Company shall maintain coverage or exercise on an extended discovery period for a period of no less than five (5) years from the time that the operations for which the insurance was obtained has been completed.

2. Minimum Limits of Insurance – Company shall maintain limits *no less than*:

A. Commercial General Liability: Limits shall be not less than \$1,000,000 each occurrence for bodily injury and property damage; \$1,000,000 each occurrence and aggregate for products and completed operations; \$3,000,000 general aggregate. The limits and coverage requirements may be revised with the agreement of the parties hereto.

B. Automobile Liability Insurance: Limits shall be not less than \$1,000,000 per accident for bodily injury and property damage combined, \$1,000,000 if hazardous materials or substances are to be transported.

C. Worker's Compensation: As required by the State or Commonwealth in which the operations will be performed, and as required by any applicable Federal laws.

D. Employer's Liability and/or Stop Gap Liability Coverage: Limits shall be not less than \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee.

E. Umbrella Liability Insurance: Limits shall be not less than \$25,000,000 in excess of the amounts of insurance under policies indicated in Subsections (A), (B) and (D) above.

F. Errors and Omissions Professional Liability Insurance: (If Applicable) \$2,000,000 per loss; \$4,000,000 annual aggregate limit.

G. Environmental Impairment Insurance: \$5,000,000 combined single limit per loss.

3. Deductibles and Self-Insured Retentions –All deductibles and/or self-insured retentions proposed by Company, including those relating to defense costs, shall be subject to the approval of the Owner.

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Rick Hillison, Judge of Probate, Walker County, Alabama

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4. **Rating of Insurer** – Company will only use insurance companies Acceptable to Owner and authorized to do business in Alabama and where evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than A-, Class VII, the Company must receive specific written approval from Owner prior to proceeding.

5. **Other Insurance Provisions**

A. Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Owner.

B. These insurance provisions are intended to be a separate and distinct obligation on the part of the Company. Therefore, these provisions shall be enforceable and the Company shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the operations covered hereunder are performed.

C. The above-described insurance coverage to be provided by Company hereunder will extend coverage to all operations performed hereunder. The obligation of the Company to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Company.

D. In the event Company or its insurance carrier defaults on any obligations hereunder, Company agrees that they will be liable for all reasonable expenses and attorneys' fees incurred by the Owner to enforce the provisions hereunder.

E. All insurance coverage carried by Company shall extend to and protect Owner and its affiliates, including all units, divisions and subsidiaries and Company to the full amount of such coverage.

6. **Evidence of Coverage**

A. Company shall furnish the Owner with copies of the endorsements effecting the coverage required by this specification. Company shall furnish to Owner satisfactory Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that the certificate holder will be given thirty (30) days advance written notice of any cancellation of coverage of deletion of the certificate holder herein as an additional insured under the policies.

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B. All Certificates of Insurance shall be in form and content acceptable to Owner and shall be submitted in a timely manner so as to confirm that Company is in full compliance with the stated insurance requirements hereunder.

C. Any failure on the part of the Owner to obtain the Certificates of Insurance required hereunder from the Company and/or the failure of Owner to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve, Company of any of their obligations or liabilities hereunder. Moreover, acceptance by any party hereto of insurance submitted by Company does not relieve or decrease in any manner the liability of the Company for performance hereunder.

7. Independent Contractors – In the event Company contracts any portions of its operations hereunder Company shall require such Independent Contractors to maintain insurances in types and amounts as Company deems appropriate for the type and scope of such contracted operations. Company shall require all Independent Contractor insurances to name the Owner and its affiliates, including all units, divisions and subsidiaries as additional insureds. The insurance maintained by the Independent Contractor for its operations shall be primary coverage for the benefit of Independent Contractor, the Company, the Owner and its affiliates, including all units, divisions and subsidiaries and shall not be contributory with any insurance or self insurance maintained by the Company, Owner, its affiliates, including all units, divisions and subsidiaries. The Independent Contractor shall provide a Waiver of Subrogation in favor of the Company, Owner and its affiliates including all units, divisions and subsidiaries.

INSURANCE for OWNER

United States Steel Corporation and Related Parties as Owner shall provide insurances for its work or operations in accordance with its normal insurance practices and shall further require any of its contractors working or conducting operations in, on, under or about the land to maintain insurances in accordance with the Owners normal insurance practices.

It is understood and agreed that the insurances and or self insurance maintained by the Owner and / or its contractors is primary insurance for their work. Owner and its contractors shall name the Company as an additional insureds on all their insurances. Such insurance shall not be contributory with any insurance or self insurance maintained by the Company.

Further these insurance provisions are intended to be a separate and distinct obligation on the part of the Owner. Therefore, these provisions shall be enforceable and Owner shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

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Rick Hillison, Judge of Probate, Walker County, Alabama

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The obligation of the Owner to provide the insurance herein shall not limit in any way the liability or obligations assumed by the Owner.

In the event the Owner or its insurance carrier defaults on any obligations hereunder, Owner agrees that they will be liable for all reasonable expenses and attorneys' fees incurred by the Company to enforce the provisions hereunder.

Notwithstanding any provision of this Exhibit or Section 9 of this Agreement, United States Steel Corporation (USS), any employee benefit plan sponsored by USS or its affiliates and their respective affiliates shall be deemed to satisfy the insurance requirements of this Agreement with their insurance programs, including deductibles and/or self-insured retentions, which are in effect from time to time.

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W. Hardy McCallum - Probate Judge
Tuscaloosa County, Alabama
Book/Pg: 2007/1757
Term/Cashier: SCAN1 / MWhite
Tran: 7184.477419.579668
Recorded: 01-23-2007 13:31:06
REC Recording Fee 33.50
PJF Probate Judge Fee 2.00
Total Fees: \$ 35.50

20070118000103090 13/13
Bk: LR200760 Pg: 9404
Jefferson County, Alabama
01/18/2007 12:05:59 PM AGREE
Fee - \$34.50

Total of Fees and Taxes-\$34.50
CIBESS

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Walker County, Alabama