

**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

STATE OF ALABAMA)
COUNTY OF SHELBY)

FIFTH AMENDMENT OF TIMBER PURCHASE AND CUTTING AGREEMENT
[30,385.75 Acres]

THIS FIFTH AMENDMENT OF TIMBER PURCHASE AND CUTTING AGREEMENT
(this “**Fifth Amendment**”) is made as of the 13TH day of MARCH, 2007, by and
between **UNITED STATES STEEL CORPORATION**, a Delaware corporation (hereinafter referred to
as “**USS**”) and **SWF BIRMINGHAM, LLC**, an Alabama limited liability company (hereinafter referred
to as “**SWF**”).

WHEREAS, USS and U. S. Steel Timber Company, LLC (“**TC & I**”) 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. 200317/8541 and Instrument No. 200364/2997, (b)
Walker County, Alabama, in Book 1868, at Page 38, (c) Shelby County, Alabama, as Instrument No.
20031118000759410, (d) Bibb County, Alabama, in Book 125, Page 572, and (e) Tuscaloosa County,
Alabama, in Book 2003, Page 23559; and

WHEREAS, USS and TC & I 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. 200364/7645 and Instrument No. 200319/2197, (b) Walker County,
Alabama, in Book 1873, Page 278, (c) Shelby County, Alabama, as Instrument No. 20040102000003850,
(d) Bibb County, Alabama, in Book 128, Page 424, and (e) Tuscaloosa County, Alabama, in Book 2003,
Page 25509 (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 – 30,385.75 Acres)**” dated December 30, 2003, and recorded in the Probate
Office of (a) Jefferson County, Alabama, as Instrument No. 200364/7646 and Instrument No.
200319/2198, (b) Walker County, Alabama, in Book 1873, Page 316, (c) Shelby County, Alabama, as
Instrument No. 20040102000003860, (d) Bibb County, Alabama, in Book 128, Page 459, and (e)
Tuscaloosa County, Alabama, in Deed Book 2003, Page 25544, TC & I 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 TC & I entered into that certain “**Second Amendment of Timber Purchase
and Cutting Agreement [30,385.75 Acres]**” dated March 28, 2005, and recorded in the Probate Office of
Jefferson County, Alabama, as Instrument No. 200561/4041; and

WHEREAS, by that certain "Grant, Assignment and Assumption Agreement (Timber Purchase and Cutting Agreement – 30,385.75 Acres)" dated August 5, 2005, and recorded in the Probate Office of (a) Jefferson County, Alabama, as Instrument No. 200511/3437 and Instrument No. 200562/6333, (b) Walker County, Alabama, in Book 1970, Page 283, (c) Shelby County, Alabama, as Instrument No. 20050815000416830, (d) Bibb County, Alabama, in Book 157, Page 664, and (e) Tuscaloosa County, Alabama, in Deed Book 2005, Page 17826, 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 – 30,385.75 Acres)" dated August 5, 2005, referenced above, and

WHEREAS, USS and SWF entered into that certain "Third Amendment of Timber Purchase and Cutting Agreement [30,385.75 Acres]" dated November 29, 2006, and recorded in the Probate Office of Jefferson County, Alabama (Bessemer Division), in BK LR200666 PG 20683; and

WHEREAS, USS and SWF entered into that certain "Fourth Amendment of Timber Purchase and Cutting Agreement [30,385.75 Acres]" dated January 3, 2007, and recorded in the Probate Office of (a) Jefferson County, Alabama, in BK LR200760, PG 9417, (b) Walker County, Alabama, in DML Book 2049, Pg 504, (c) Shelby County, Alabama, as Instrument No. 20070123000036350, (d) Bibb County, Alabama, in RPB BK 185, PG 658, and (e) Tuscaloosa County, Alabama, in Deed Book 2007, Page 1770; and

WHEREAS, USS and SWF desire to subtract one (1) parcel of land located in Shelby County, Alabama, totaling one and 03/100 (1.03) acres from the legal descriptions set forth in the TPC Agreement, which parcel is to be conveyed to Lacey's Grove, LLC.

WHEREAS, USS and SWF 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 SWF 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 to delete said one and 03/100 (1.03) acres parcel from the Land, which parcel is described 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.)

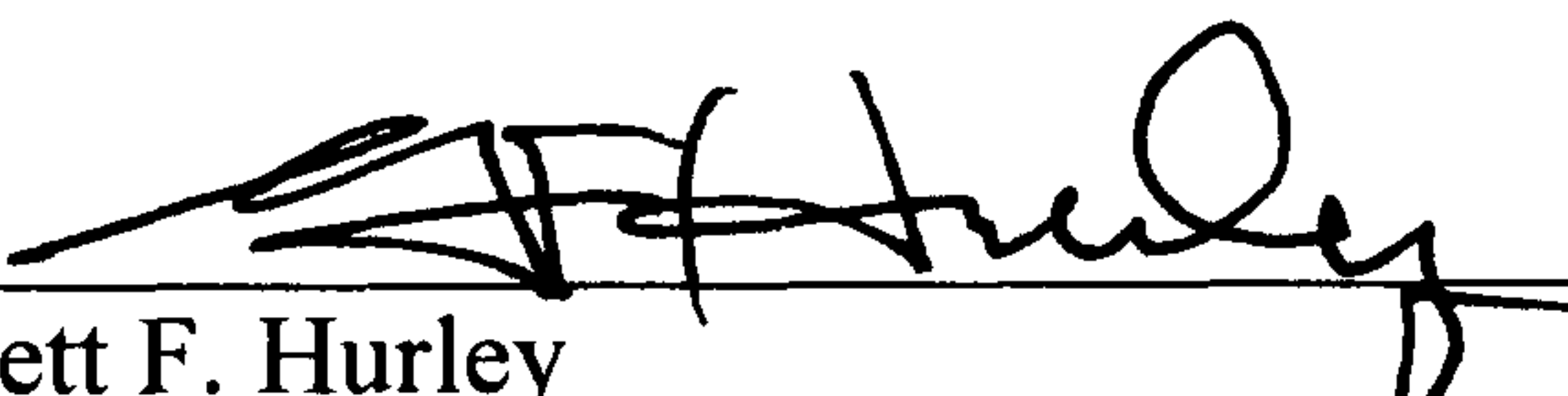


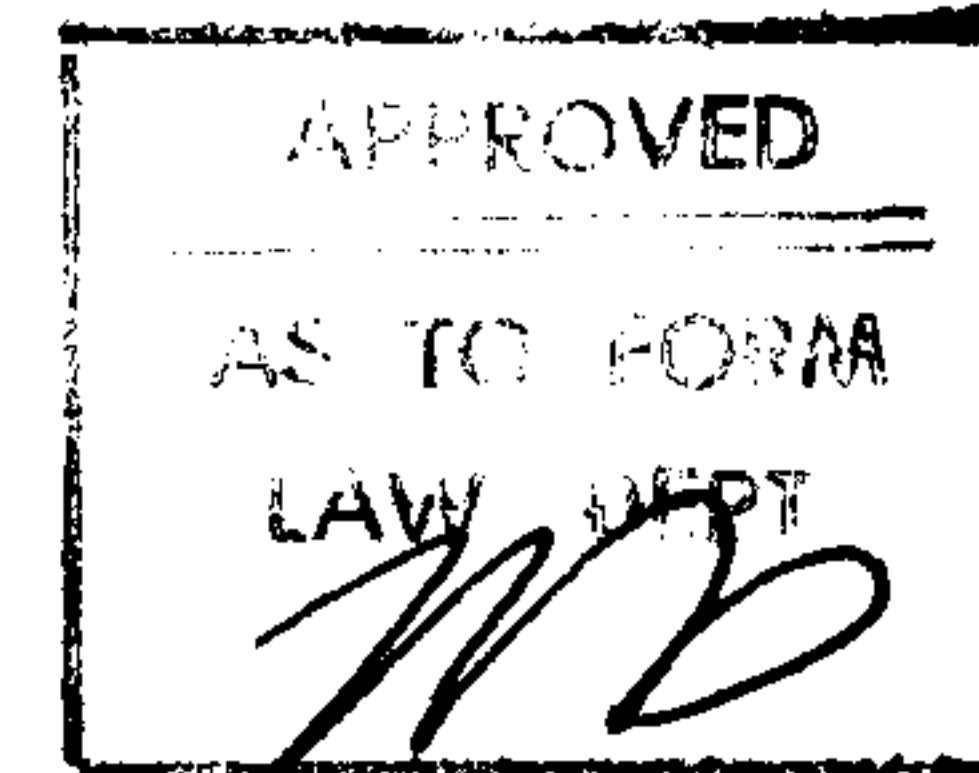
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Shelby Cnty Judge of Probate, AL
03/20/2007 09:59:45AM FILED/CERT

IN WITNESS WHEREOF, USS and SWF have caused this Fifth Amendment to be dully 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: 
Its: Chief operating officer

20070320000125910 5/6 \$26.00
Shelby Cnty Judge of Probate, AL
03/20/2007 09:59:45AM FILED/CERT

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 14th day of MARCH, 2007.

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

Elizabeth M. Burkhardt
Notary Public
My Commission Expires: May 20, 2010

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 19th day of February, 2007.

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

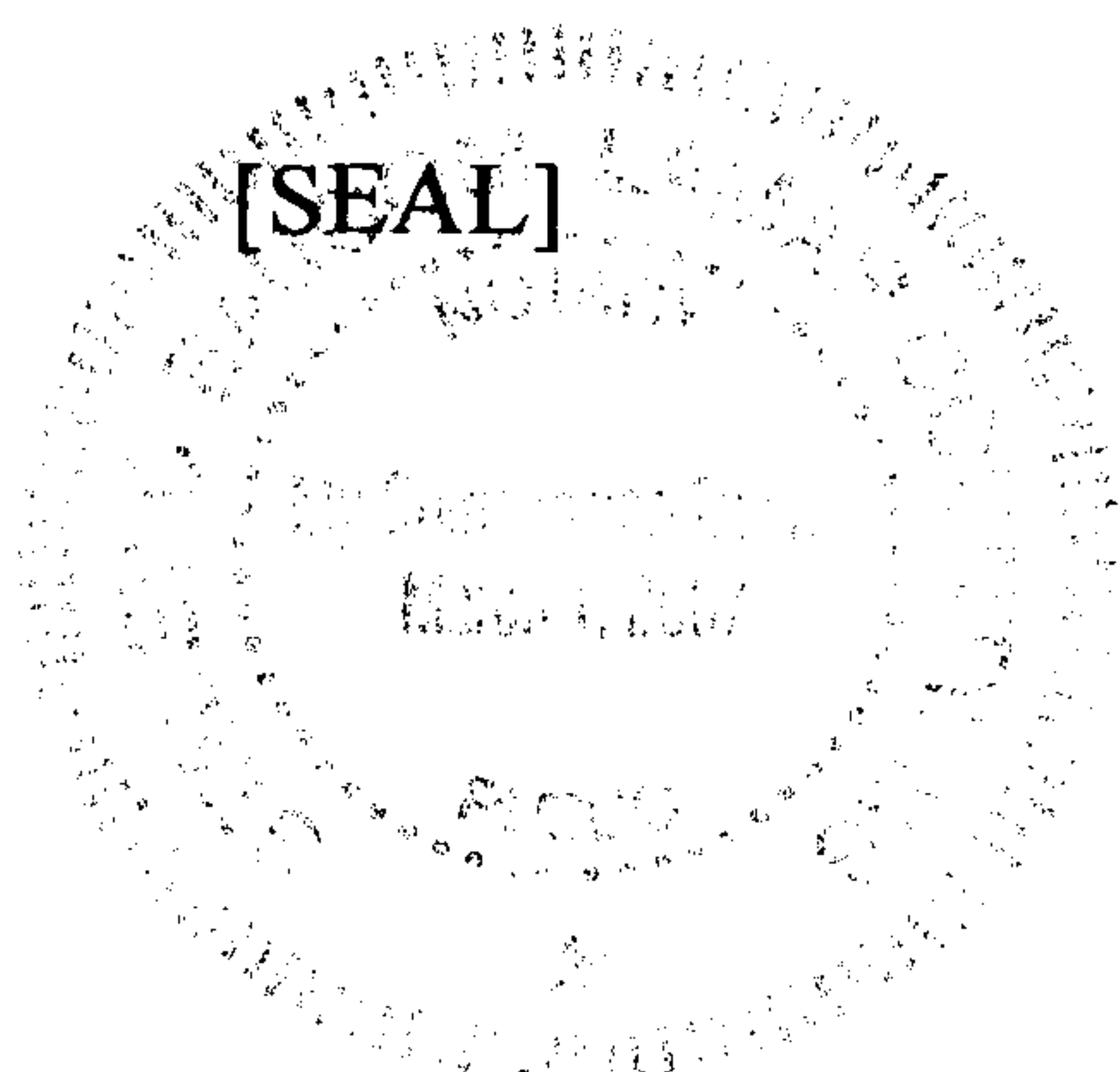



EXHIBIT A-5


20070320000125910 6/6 \$26.00
Shelby Cnty Judge of Probate, AL
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A tract of land in the Southeast quarter of the Northwest quarter of Section 5, Township 21 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, described as follows:

Begin at the Southeast corner of the Southeast quarter of the Northwest quarter of Section 5; thence West along the South boundary line of said quarter-quarter 300.0 feet; thence in a straight line in a northwesterly direction to a point on the East boundary of said quarter-quarter 300.0 feet North of the point of beginning; thence South along the East boundary of said quarter-quarter to the point of beginning. Containing 1.03 acres, more or less.