

**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)

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

THIS SIXTH AMENDMENT OF TIMBER PURCHASE AND CUTTING AGREEMENT
(this “**Sixth Amendment**”) is made as of the 10th day of May, 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 entered into that certain “Fifth Amendment of Timber Purchase and Cutting Agreement [30,385.75 Acres]” dated March 13, 2007, and recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 20070320000125910; and

WHEREAS, USS and SWF desire to subtract eleven (11) parcels of land containing approximately one thousand one hundred forty one and 00/100 (1,141.0) acres, more or less, located in Shelby County, Alabama, from the legal descriptions set forth in the TPC Agreement in connection with the exercise of USS’ rights under the TPC Agreement.

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 as set forth in **Exhibit A-6** attached hereto and made a part hereof. The remainder of the description of the Land is not affected by this Sixth Amendment. The Current Leases shown on Exhibit B-1 of the TPC Agreement are not affected by this Sixth Amendment.
2. **Ratification.** In the event of any conflict between the TPC Agreement and this Sixth Amendment, the terms, conditions and provisions of this Sixth Amendment shall govern. Except as expressly modified by this Sixth 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 Sixth 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 SWF have caused this Sixth Amendment to be dully executed as of the day and year first above written.

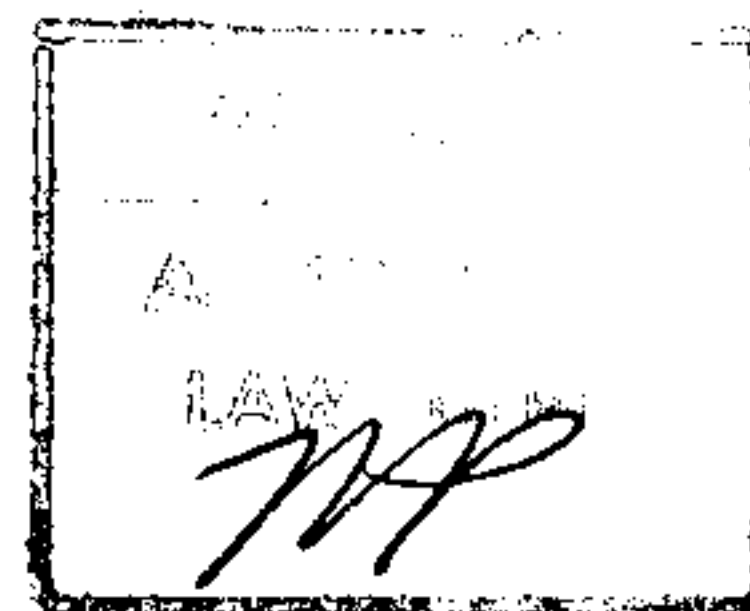
USS:

UNITED STATES STEEL CORPORATION

20070514000224050 4/8 \$33.00
Shelby Cnty Judge of Probate, AL
05/14/2007 10:15:45AM FILED/CERT

By: Thomas G. Howard

Title: General Manager-Southeast
USS Real Estate, a division of
United States Steel Corporation



SWF:

SWF BIRMINGHAM, LLC

By: Ken Sumner
Its: Chief Operating Officer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Michael M. Partain, a Notary Public in and for said County, in said State, hereby certify that Thomas G. Howard, whose name as General Manager-Southeast 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 11th day of May, 2007.

Michael M. Partain
Notary Public

[SEAL]

My Commission Expires: 2-25-2009



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STATE OF Mississippi)
COUNTY OF Forrest)

I, Stacey C. Baucom, a Notary Public in and for said County, in said State, hereby certify that Ken Sewell, 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 8th day of May, 2007.


Stacey C. Baucom
Notary Public

[SEAL]

My Commission Expires: 03-01-11



EXHIBIT A-6


20070514000224050 6/8 \$33.00
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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 eleven (11) parcels totaling approximately one thousand one hundred forty one and 00/100 (1,141.0) acres, more or less, acres.

LEGAL DESCRIPTION OF SUBTRACTED PARCELS

A tract of land located in Sections 25, 26, 33, 34, 35, & 36 Township 20 South, Range 4 West and Sections 2, 3, 4, 9, & 10 Township 21 South, Range 4 West, Shelby County, Alabama, described as follows:

Township 20 South, Range 4 West

Section 25

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying north of the centerline of the Cahaba River; the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying northwest of the centerline of the Cahaba River. Containing 70 acres, more or less.

Section 26

The S $\frac{1}{2}$ of the SE $\frac{1}{4}$. Containing 80 acres, more or less.

Section 33

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying southeast of the centerline of Shelby County Road No. 13. Containing 7 acres, more or less.

Section 34

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying southeast of the centerline of Shelby County Road No. 13; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying southeast of the centerline of Shelby County Road No. 13; the SW $\frac{1}{4}$ lying southeast of the centerline of Shelby County Road No. 13; the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying west of the centerline of the Cahaba River; the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying east of the centerline of the Cahaba River. Containing 214 acres, more or less.

Section 35

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying north of the centerline of the Cahaba River; the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ lying north of the centerline of the Cahaba River; the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying northwest of the centerline of the Cahaba River; the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying west and north of the centerline of the Cahaba River. Containing 172 acres, more or less.

Section 36

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying west of the centerline of the Cahaba River; the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying between the centerlines of the Cahaba River; the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying north of the centerline of the Cahaba River; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying north of the centerline of the Cahaba River. Containing 62 acres, more or less.

Township 21 South, Range 4 West

Section 2

The N $\frac{1}{2}$ of the NW $\frac{1}{4}$ lying north of the centerline of the Cahaba River. Containing 22 acres, more or less.

Section 3

The W $\frac{1}{2}$ of the NE $\frac{1}{4}$ lying west of the centerline of the Cahaba River; the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying northwest of the centerline of the Cahaba River; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying north of the centerline of the Cahaba River. Containing 147 acres, more or less.

Section 4

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying southeast of the centerline of Shelby County Road No. 13; the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying southeast of the centerline of the centerline of Shelby County Road No. 13; the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying southeast of the centerline of the Norfolk Southern Corporation railroad; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying east of the centerline of the Norfolk Southern Corporation railroad; the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ lying east of the centerline of the Norfolk Southern Corporation railroad . Containing 161 acres, more or less.


Section 9

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying west of the centerline of the Cahaba River; the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ lying east of the centerline of the Norfolk Southern Corporation railroad and except the following described tract of land: commence at the Northeast corner of the North-East quarter of the North-West quarter, thence west along the North boundary of said quarter-quarter Section 211.45 feet, thence turning an angle of 94 degrees 23 minutes to the left southeast along the centerline of right of way of Norfolk Southern Corporation railroad as now located 696.00 feet, thence turning an angle of 90 degrees to the left northeast 50.00 feet to intersection with east boundary of said right of way of Norfolk Southern Corporation , this being point of beginning of tract of land herein excepted, thence south along said east boundary of right of way 372.75 feet to the point of beginning of a curve turning to the left southeast and having a radius of 1392.69 feet, said arc being subtended by a chord 198.72 feet in length; thence southeast said arc and also along said east boundary of right of way 198.89 feet to intersection with a straight line radial to said arc, said radial line forming an angle of 94 degrees 07 minutes to the left from said chord; thence northeast along said radial line 50.00 feet to intersection with the arc of a curve turning to the right northwest and having a radius of 1332.69 feet, said arc being subtended by a chord 191.54 feet in length; said chord forming an angle of 85 degrees 53 minutes to the left from said radial line; thence northwest along said arc 191.70 feet to point of beginning of a straight line tangent to said arc; thence northwest along said straight line 372.75 feet; thence turning an angle of 90 degrees to the left southwest 50.00 feet to point of beginning; the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying east of the centerline of the Norfolk Southern Corporation railroad ; the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying north of the centerline of the Cahaba

River; the E ½ of the SE ¼ lying west of the centerline of the Cahaba River; the W ½ of the SE ¼ lying east of the centerline of the Norfolk Southern Corporation railroad . Containing 201 acres, more or less.

Section 10

The W ½ of the NW ¼ lying west of the centerline of the Cahaba River. Containing 5 acres, more or less.


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