


**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)


20080618000249660 1/7 \$29.00
Shelby Cnty Judge of Probate, AL
06/18/2008 04:27:45PM FILED/CERT

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

THIS SEVENTH AMENDMENT OF TIMBER PURCHASE AND CUTTING AGREEMENT (this “**Seventh Amendment**”) is made as of the 2nd day of January, 2008, 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 entered into that certain "Sixth Amendment of Timber Purchase and Cutting Agreement [30,385.75 Acres]" dated May 10, 2007, and recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 20070514000224050 and

WHEREAS, USS and SWF desire to (i) add one (1) parcel of land located in Shelby County, Alabama (the Blickenstaff land exchange parcel), to the legal descriptions set forth in the TPC Agreement and (ii) subtract one (1) parcel of land located in Shelby County, Alabama, from the legal descriptions set forth in the TPC Agreement, which parcels are of equal size and value.

WHEREAS, USS and SWF acknowledge that the addition of the parcel will enhance the right of ingress and egress to the other land described in 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-7** attached hereto and made a part hereof.

The remainder of the description of the Land is not affected by this Seventh Amendment. The Current Leases shown on Exhibit B-1 of the TPC Agreement are not affected by this Seventh Amendment.

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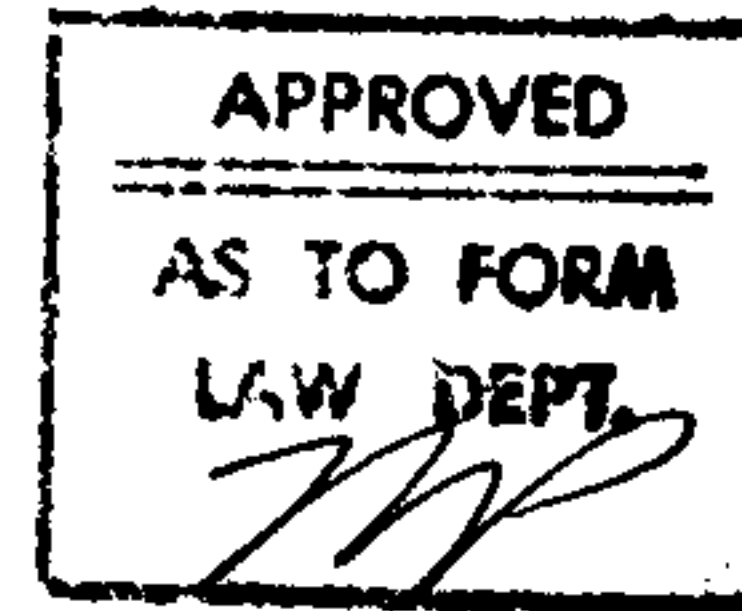
IN WITNESS WHEREOF, USS and SWF have caused this Seventh Amendment to be dully executed as of the day and year first above written.

USS:

UNITED STATES STEEL CORPORATION

By: Thomas G. Howard

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



SWF:

SWF BIRMINGHAM, LLC

By: John Ferrell

Its: Chief Operating Officer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, MARY ANN ARMSTRONG, 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 2nd day of January, 2008

Mary Ann Armstrong
Notary Public

[SEAL]

My Commission Expires: March 22, 2008

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Shelby Cnty Judge of Probate, AL
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STATE OF MISSISSIPPI

COUNTY OF Forrest

I Stacey C. Baucum, the undersigned, 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 the 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 companies on the day same bears date.

Stacey C. Baucum
Notary Public

My Commission Expires: 03-01-11
(Seal)

EXHIBIT A-7

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 adding one (1) parcel totaling approximately zero and 89/100 (0.89) acre, and subtracting one (1) small parcel totaling approximately zero and 89/100 (0.89) acre.

LEGAL DESCRIPTION OF ADDED PARCEL

That part of the Northwest quarter of the Northwest quarter of Section 16, Township 21 South, Range 4 West, situated in Shelby County, Alabama, more particularly described as follows:

Begin at the Northwest corner of Lot 3B, Resurvey of Lot 3A of a Resurvey of Lots 2 & 3 of Cahaba River Getaways, as recorded in Map Book 32, Page 57 in the Probate Office of Shelby County, Alabama and run easterly along the north line of said lot for a distance of 128.77 feet; thence turn an interior angle left of 66° 57' 36" and run southwesterly for a distance of 30.29 feet to the beginning of a curve to the left with a radius of 200.00 feet, a central angle of 19° 56' 47" and a chord length of 69.28 feet; thence continue in a southwesterly direction along the arc of said curve for a distance of 69.63 feet; thence continue southwesterly along tangent extended from said curve for a distance of 211.66 feet to the beginning of a curve to the right with a radius of 200.00 feet, a central angle of 46° 15' 29" and a chord length of 157.12 feet; thence continue in a southwesterly direction along the arc of said curve for a distance of 161.47 feet; thence continue southwesterly along tangent extended from said curve for a distance of 17.98 feet to a point on the west line of said Lot; thence turn an interior angle left of 50° 11' 41" and run northerly along said Lot line for a distance of 459.42 feet to the Point Of Beginning. Said parcel contains 38,909 square feet or 0.89 acre, more or less.

LEGAL DESCRIPTION OF SUBTRACTED PARCEL

That part of the Southwest quarter of the Southwest quarter of Section 9,
Township 21 South, Range 4 West, situated in Shelby County, Alabama, more particularly described as
follows:

Commence at the Northwest corner of Lot 3B, Resurvey of Lot 3A of a Resurvey of Lots 2 & 3 of the
Cahaba River Getaways, as recorded in Map Book 32, Page 57 in the Probate Office of Shelby County,
Alabama and run easterly along the north line of said lot for a distance of 128.77 feet to the Point Of
Beginning; thence continue along the last described course for a distance of 877.33 feet to the Northeast
corner of said Lot; thence turn an interior angle right of $06^{\circ} 01' 50''$ and run northwesterly for a distance
of 844.28 feet; thence turn an interior angle right of $107^{\circ} 00' 35''$ and run southwesterly for a distance of
96.39 feet to the Point Of Beginning. Said parcel contains 38,909 square feet or 0.89 acre, more or less.