

**This instrument was prepared by
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)**

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

THIS EIGHTH AMENDMENT OF TIMBER PURCHASE AND CUTTING AGREEMENT (this “**Eighth Amendment**”) is made as of the 16th day of July, 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, 2008, 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 entered into that certain "Seventh Amendment of Timber Purchase and Cutting Agreement [30,385.75 Acres]" dated January 2, 2008, and recorded in the Probate Office of Shelby County, Alabama, as Instrument No. _20080618000249660; and

WHEREAS, USS and SWF desire to subtract one (1) parcel of land containing approximately one hundred ninety five and 00/100 (195.0) 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-8** attached hereto and made a part hereof.

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

2. **Ratification.** In the event of any conflict between the TPC Agreement and this Eighth Amendment, the terms, conditions and provisions of this Eighth Amendment shall govern. Except as expressly modified by this Eighth 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 Eighth 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 Eighth Amendment to be dully executed as of the day and year first above written.

USS:

UNITED STATES STEEL CORPORATION

By: Thomas G. Howard
Thomas G. Howard
Title: General Manager-Southeast
USS Real Estate, a division of
United States Steel Corporation



SWF:

SWF BIRMINGHAM, LLC

By: _____
Ken Sewell
Its: Chief Operating Officer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Michael M. Partam, 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 16th day of July, 2008.

Michael M. Partam
Notary Public

[SEAL]

My Commission Expires: 2-25-2009

IN WITNESS WHEREOF, USS and SWF have caused this Eighth 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: Ken Sewell
Ken Sewell
Its: Chief Operating Officer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, 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 _____ day of _____, 2008.

[SEAL]

Notary Public

My Commission Expires: _____

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 14th day of July, 2008.

Stacey C. Baucom
Notary Public

[SEAL]

My Commission Expires: 03-01-11

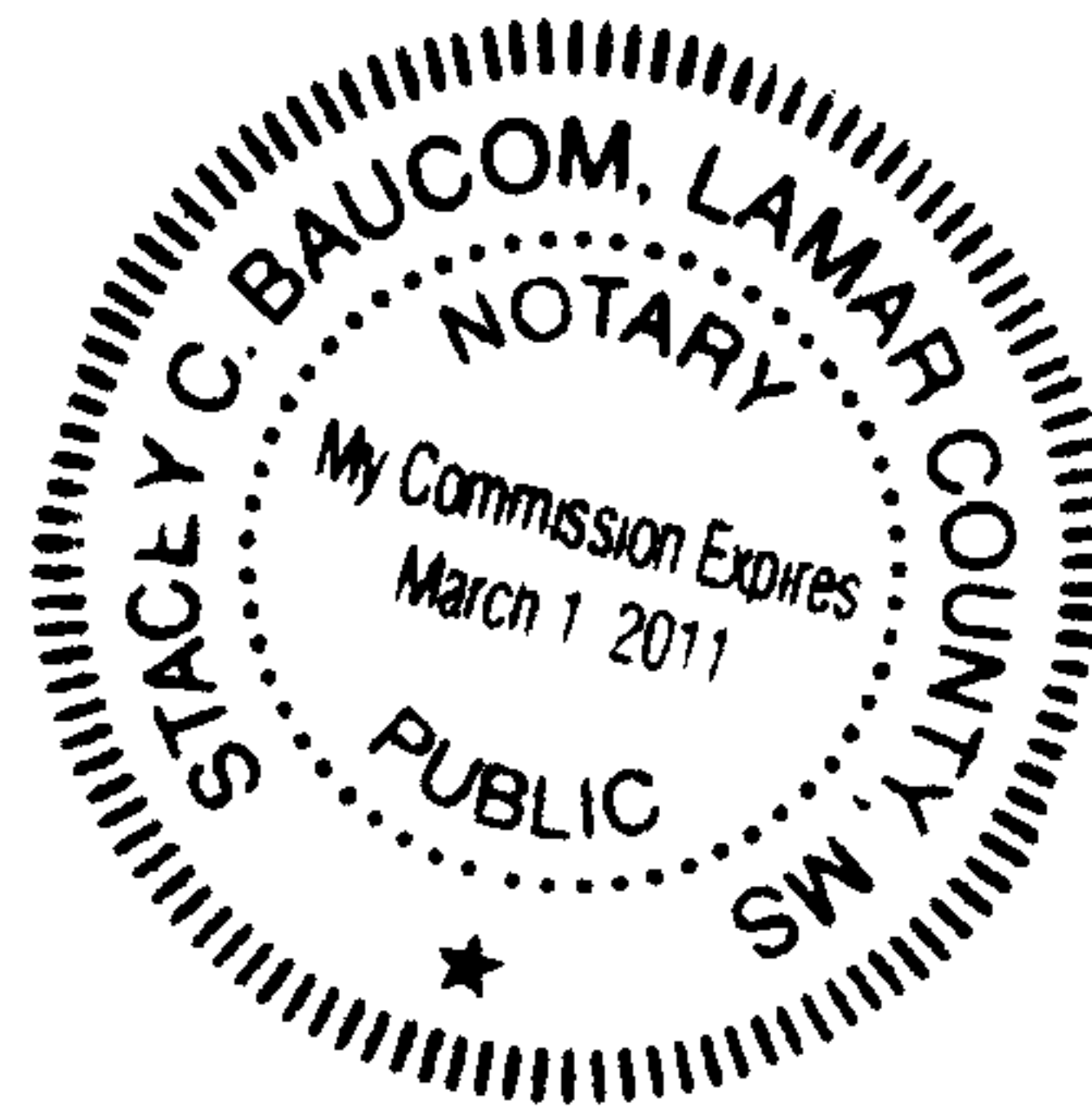


EXHIBIT A-8


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 one (1) parcel totaling approximately one hundred ninety and 00/100 (190.0) acres, more or less.

LEGAL DESCRIPTION OF SUBTRACTED PARCEL

A tract of land located in Section 5, Township 21 South, Range 4 West, of the Huntsville Principal Meridian, Shelby County, Alabama, described as follows:

The north half of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the north half of the Southwest $\frac{1}{4}$ lying north of the center line of a Plantation Pipeline Company right-of-way; and that part of the west half of the Southeast $\frac{1}{4}$ lying east of the center line of Shelby County Road # 1. Containing 190 acres, more or less.


20080724000298200 7/7 \$29.00
Shelby Cnty Judge of Probate, AL
07/24/2008 08:20:05AM FILED/CERT