

**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)

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

THIS TWELVTH AMENDMENT OF TIMBER PURCHASE AND CUTTING AGREEMENT (this “**Twelfth Amendment**”) is made as of the 15th day of July, 2009, by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation (hereinafter referred to as “**USS**”) and **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 and the amendments thereto as referenced herein, 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**” 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" dated July 25, 2006, and recorded in the Probate Office of Walker County, Alabama, in DML BK 2035, Page 715, and

WHEREAS, USS and SWF entered into that certain "Seventh Amendment of Timber Purchase and Cutting Agreement" dated January 3, 2007, and recorded in the Probate Office of (a) Jefferson County, Alabama, in Bk: LR200760, Page 9404, (b) Walker County, Alabama, in DML BK 2049, Page 491, (c) Shelby County, Alabama, as Instrument No. 20070123000036340, (d) Bibb County, Alabama, in RPB BK 185, Page 671, and (e) Tuscaloosa County, Alabama, in Deed Book 2007, Page 1757; and

WHEREAS, USS and SWF entered into that certain "Eighth Amendment of Timber Purchase and Cutting Agreement [134,606.27 Acres]" dated October 8, 2007, and recorded in the Probate Office of Jefferson County, Alabama, in Bk: LR 200764, Page 27883; and

WHEREAS, USS and SWF entered into that certain "Ninth Amendment of Timber Purchase and Cutting Agreement [134,606.27 Acres]" dated October 16, 2007, and recorded in the Probate Office of Jefferson County, Alabama, in Bk: LR 200765, Page 4167; and

WHEREAS, USS and SWF entered into that certain "Tenth Amendment of Timber Purchase and Cutting Agreement [134,606.27 Acres]" dated December 22, 2008, and recorded in the Probate Office of Tuscaloosa County, Alabama, in Deed Book 2009, Page 1273; and

WHEREAS, USS and SWF entered into that certain "Eleventh Amendment of Timber Purchase and Cutting Agreement [134,606.27 Acres]" dated April 28, 2008, and recorded in the Probate Office of Walker County, Alabama, in DML Book 2174, Page 94; and

WHEREAS, USS and SWF desire to subtract one (1) parcel of land located in Shelby County, Alabama, totaling approximately two and 53/100 (2.53) acres, more or less, from the legal descriptions set forth in the TPC Agreement, part of which parcel is to be conveyed by USS to Living River: A Retreat on the Cahaba, Inc. for a private canoe launch site.

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-12** attached hereto and made a part hereof. The remainder of the description of the Land is not affected by this Eleventh Amendment. The Current Leases shown on Exhibit B of the TPC Agreement are not affected by this Twelfth Amendment.
2. **Ratification.** In the event of any conflict between the TPC Agreement and this Twelfth Amendment, the terms, conditions and provisions of this Twelfth Amendment shall govern. Except as expressly modified by this Twelfth 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 Twelfth 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 pages for signatures.)



20090713000268490 4/6 \$31.00
 Shelby Cnty Judge of Probate, AL
 07/13/2009 03:39:36 PM FILED/CERT

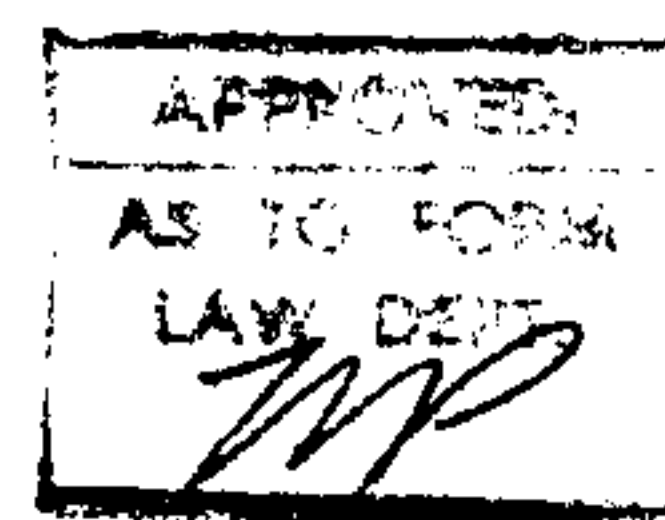
IN WITNESS WHEREOF, USS and SWF have caused this Twelfth Amendment to be duly executed as of the day and year first above written.

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



STATE OF ALABAMA)
 COUNTY OF JEFFERSON)

I, Beverly L. Swain, 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 17 day of June, 2009.

Beverly L. Swain
 Notary Public

[SEAL]

My Commission Expires: _____
 NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: July 30, 2011
 BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

SWF:

SWF BIRMINGHAM, LLC

By: Ken Sewell
Ken Sewell

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

STATE OF MISSISSIPPI)

COUNTY OF FORREST)

I, Stacey 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 1st day of
July, 2009.

Stacey C. Baucom
Notary Public

[SEAL]

My Commission Expires: 03-01-11

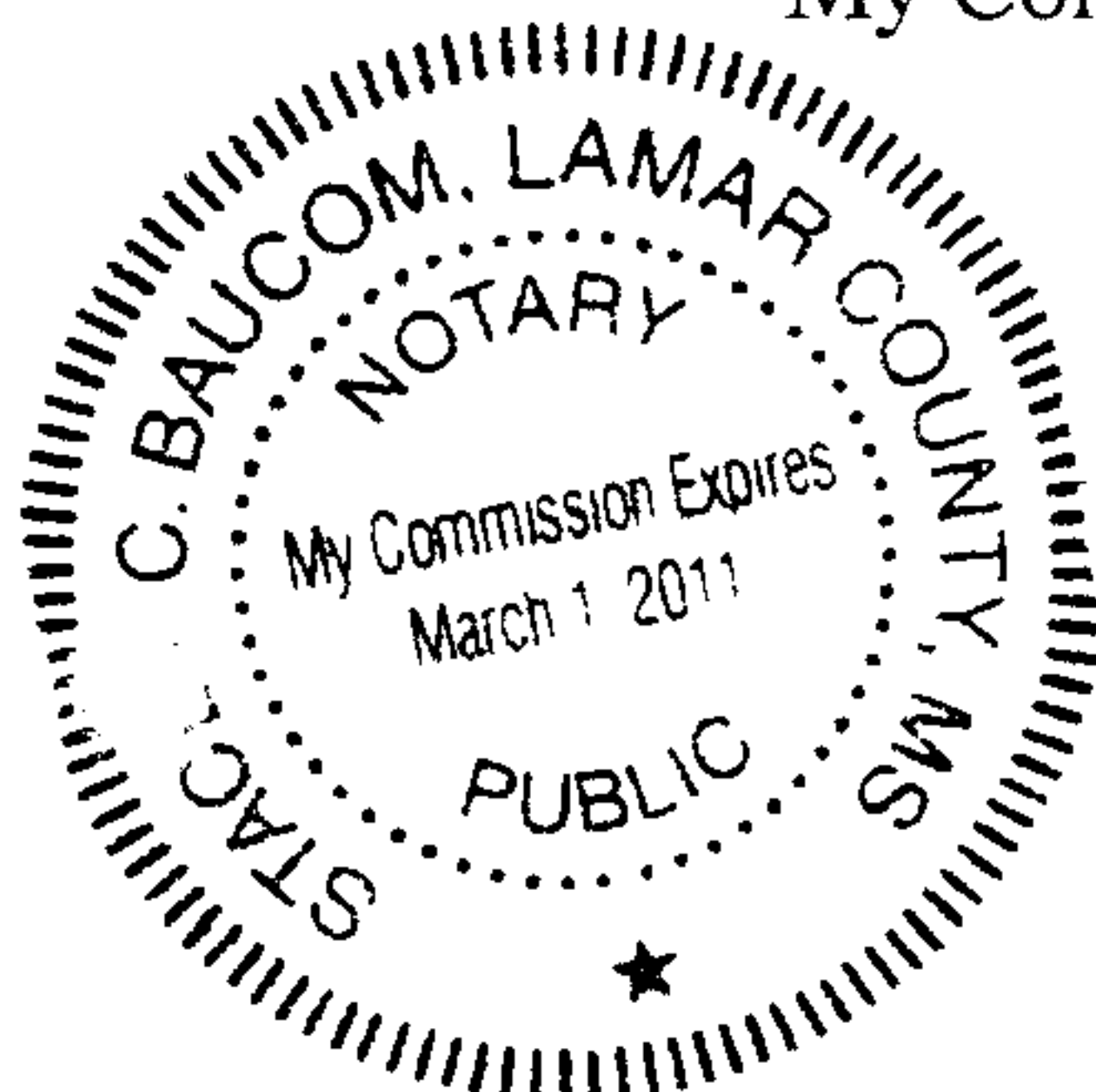


EXHIBIT A-12

LAND

Exhibit A entitled "Legal 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 of land located in Shelby County, Alabama, totaling approximately two and 53/100 (2.53) acres, more or less.

LEGAL DESCRIPTION OF SUBTRACTED PARCEL

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, as shown on a Boundary Survey of Part of the Westervelt Land Co. Property by Wheeler Surveying and Mapping, dated October 4, 2001; thence in a westerly direction along the north line of said Southwest 1/4 of the Northwest 1/4 of Section 36 a distance of 543.39 feet to a set PK nail, said point being the POINT OF BEGINNING; thence continue in a westerly direction along the north line of said 1/4- 1/4 Section a distance of 640.00 feet more or less to a set 5/8 inch capped WSECO rebar (CA#003) on the southeasterly bank of the Cahaba River; thence in a southwesterly direction, meandering along the southeasterly bank of the Cahaba River a distance of 178 feet more or less to a set 5/8 inch capped WSECO rebar (CA#003) on the west line of said 1/4 -1/4 Section as shown on said Westervelt Land Co. survey; thence in a southerly direction (leaving the bank of the Cahaba River) along said west line a distance of 283.00 feet more or less to a set PK nail, said point being on the centerline of an existing paved road, said point being on a curve to the left having a radius of 1974.00 feet and a central angle of 6°23'55"; thence an angle left of 120°37'17" (angle measured to tangent) in a northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 220.45 feet to a set PK nail, said point being the P.R.C. (Point of Reverse Curve) of a curve to the right having a radius of 6824.42 feet and a central angle of 2°05'29"; thence in a northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 249.10 feet to a set PK nail, said point being the P.T. (Point of Tangent); thence tangent to said curve in a northeasterly direction and along the centerline of said paved road a distance of 39.77 feet to a set PK nail, said point being the P.C. (Point of Curve) of a curve to the right, having a radius of 451.04 feet and a central angle of 26°20'48"; thence in a northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 207.41 feet to a set PK nail, said point being the P.T. (Point of Tangent); thence tangent to said curve in a northeasterly direction and along the centerline of said paved road a distance of 168.63 feet to the POINT OF BEGINNING.

Containing 110,042 square feet or 2.53 acres more or less