

**This instrument was prepared by
and upon recording should be returned to:**

Michael M. Partain, Esq., General Attorney
United States Steel Corporation
Law Department-Hoover Office
610 Preserve Parkway, Suite 200
Hoover, Alabama 35226

**STATE OF ALABAMA)
COUNTY OF SHELBY)**

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

THIS ELEVENTH AMENDMENT OF TIMBER PURCHASE AND CUTTING AGREEMENT (this "Amendment") is made as of the 27th day of August, 2012, 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 entered into that certain "Eighth Amendment of Timber Purchase and Cutting Agreement [30,385.75 Acres]" dated July 16, 2008, and recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 20080724000298200; and

WHEREAS, USS and SWF entered into that certain "Ninth Amendment of Timber Purchase and Cutting Agreement [30,385.75 Acres]" dated December 22, 2008, and recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 20090122000021100; and

WHEREAS, USS and SWF entered into that certain "Tenth Amendment of Timber Purchase and Cutting Agreement [30,385.75 Acres]" dated February 10, 2010, and recorded in the Probate Office of Jefferson County, Alabama, as Bk: LR201060, Pg: 239351; and

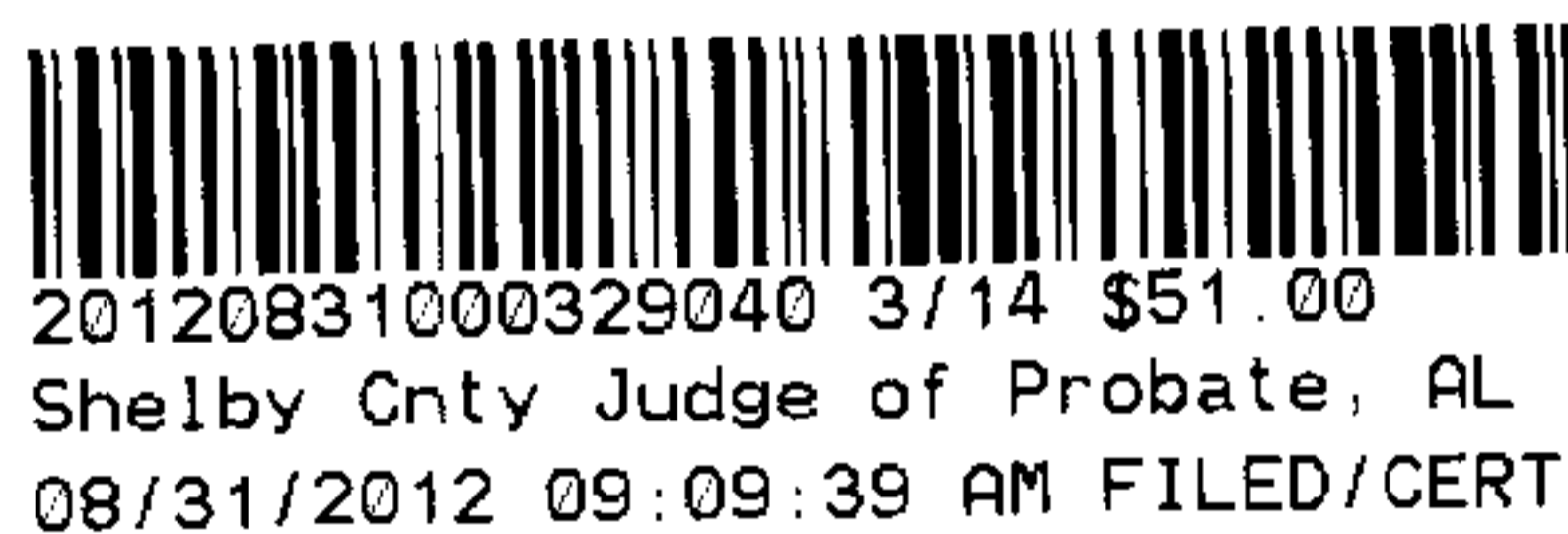
WHEREAS, USS and SWF desire to subtract two (2) strips of land containing approximately fifteen and 90/100 (15.90) acres, more or less, located in Shelby County, Alabama, from the legal descriptions set forth in the TPC Agreement in connection with the widening of the right-of-way granted by USS to Colonial Pipeline Company.

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-11** attached hereto and made a part hereof. The remainder of the description of the Land is not affected by this Amendment. The Current Leases shown on Exhibit B-1 of the TPC Agreement are not affected by this Amendment. SWF reserves the right to cross said strips of land for ingress and egress to its adjoining timber operations, subject to the rights of Colonial Pipeline Company.
2. **Ratification.** In the event of any conflict between the TPC Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall govern. Except as expressly modified by this 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 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.)

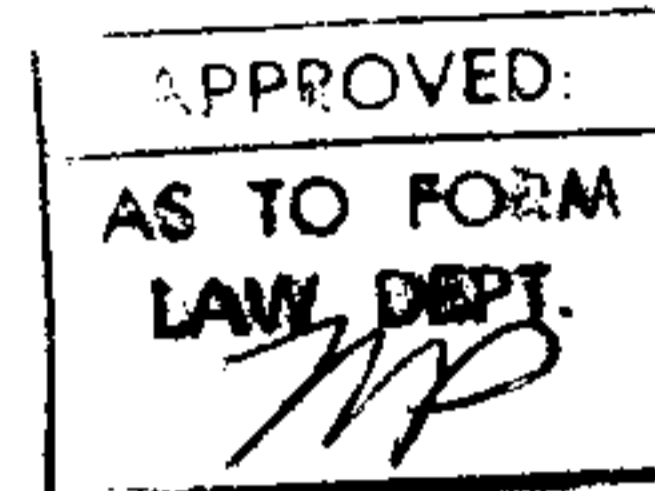


IN WITNESS WHEREOF, USS and SWF have caused this Amendment to be duly executed as of the day and year first above written.

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, Sherry Lynn McKenna, 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.

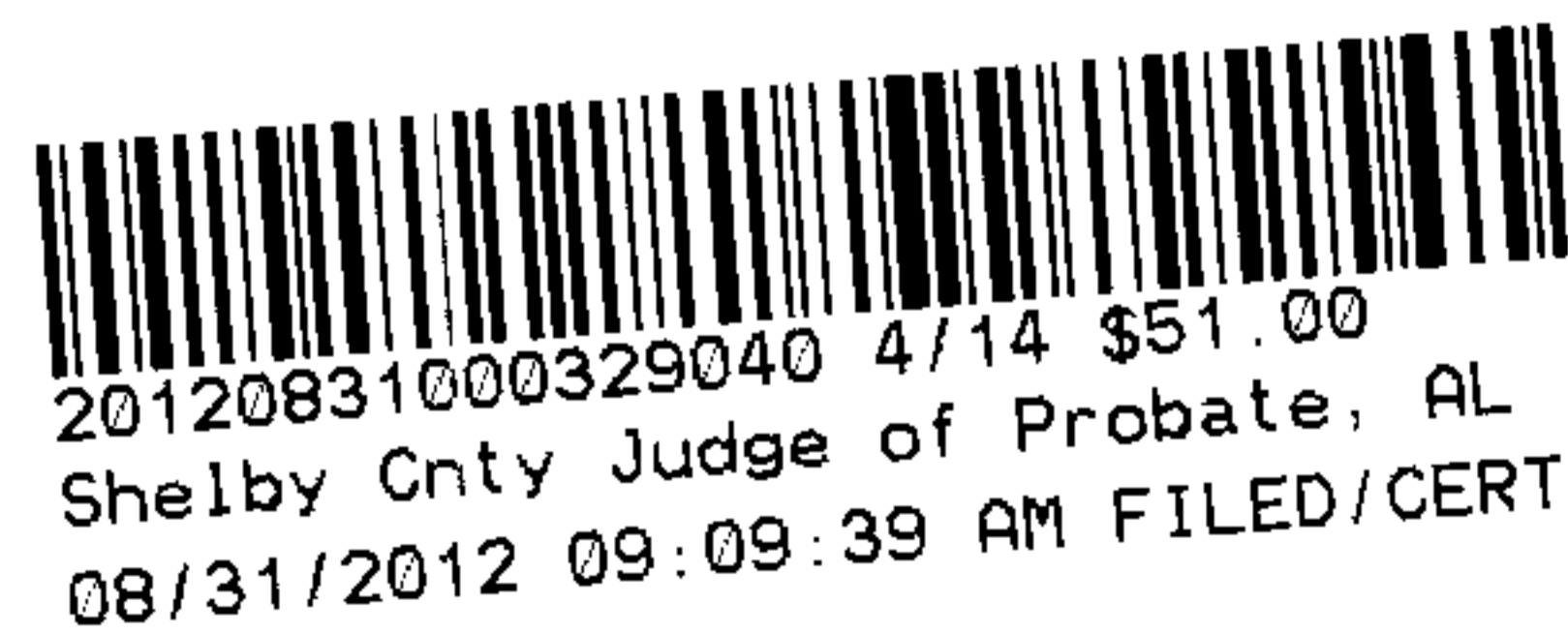
GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 27 day of August, 2012.

Sherry Lynn McKenna
Notary Public

[SEAL]

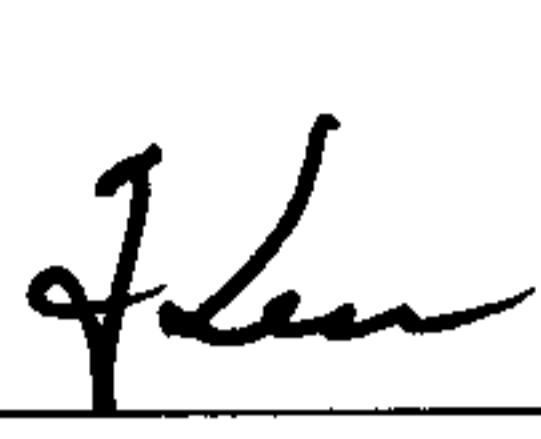
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 30, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS



SWF:

SWF BIRMINGHAM, LLC

By: 
Ken Sewell
Its: Chief Operating Officer

STATE OF MISSISSIPPI)

COUNTY OF FORREST)

I, Tonya D. Herrin, 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 31st day of May, 2012.

[SEAL]


Notary Public
My Commission Expires: TONYA D. HERRIN
Commission Expires July 12, 2012
PEARL RIVER COUNTY


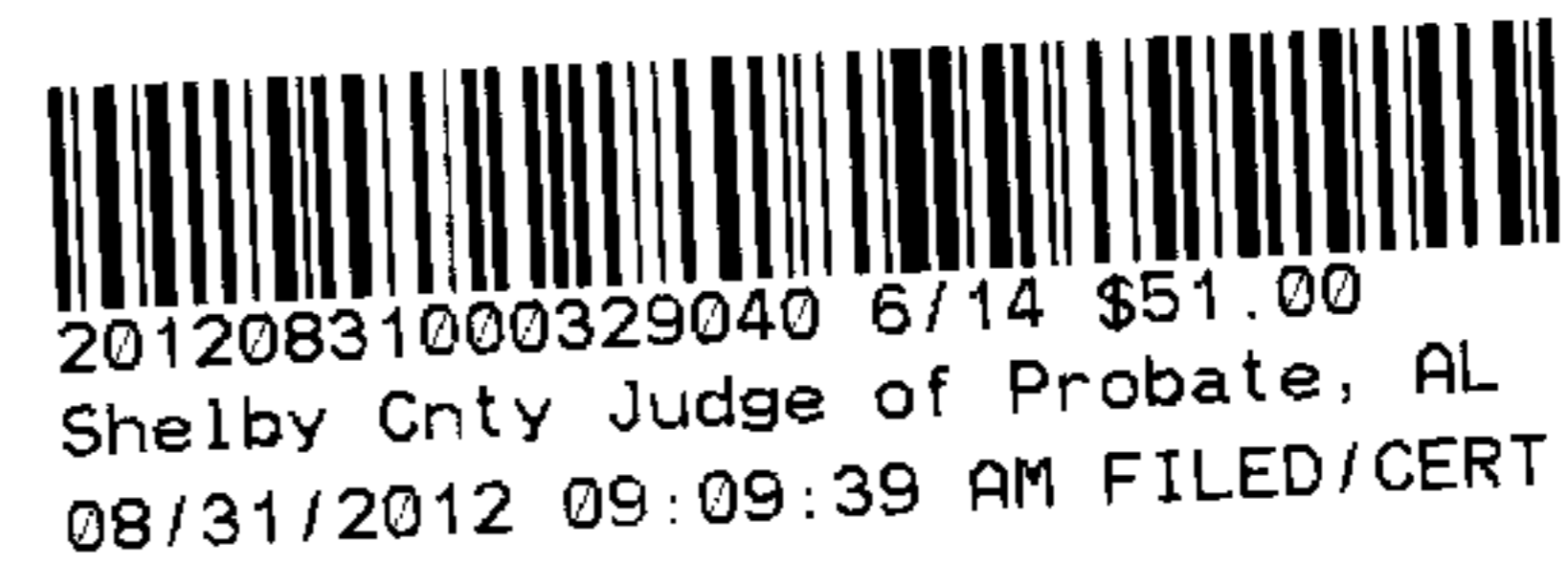

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Shelby Cnty Judge of Probate, AL
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EXHIBIT A-11



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 two (2) strips of land totaling fifteen and 90/100 (15.90) acres, more or less.

LEGAL DESCRIPTION OF SUBTRACTED LANDS

Two strips of land to widen an existing 50.0' right-of-way to 75.0' (20.0' on the South side and 5.0' on the North side) granted to Colonial Pipe Line Company ("Colonial") by agreement dated July 20, 1962, and amended to allow a second pipe by agreement dated June 20, 1972. Said strips are located across certain lands in Section 6, Township 21 South, Range 3 West and Sections 1, 2, 9, 10, and 11, Township 21 South, Range 4 West, Shelby County, Alabama, more particularly described as follows, to wit:

Strip 1

A strip of land 5.0' wide lying adjacent and parallel to the existing Northern boundary of said Colonial right-of-way, as shown on map labeled **EXHIBIT 1** attached hereto, the center line of said 5.0' strip lies 17.5' north of the following described line: Commence at the Southwest corner of said Section 9, Township 21 South, Range 4 West; thence North along the West boundary of said Section 567.62' to the point of beginning; thence turn an angle of 79°33' to the right in a Northeasterly direction 680.24'; thence turn an angle of 5°17' to the left in a Northeasterly direction 1,976.16'; thence turn an angle of 0°19' to the right in a Northeasterly direction 789.74'; thence turn an angle of 0°57' to the left in a Northeasterly direction 668.45'; thence turn an angle of 3°52' to the left in a Northeasterly direction 377.10'; thence turn an angle of 0°38' to the left in a Northeasterly direction 813.20'; thence turn an angle of 0°51' to the left in a Northeasterly direction 625.36'; thence turn an angle of 0°36' to the right in a Northeasterly direction 1305.23'; thence turn an angle of 0°58' to the right in a Northeasterly direction 576.66'; thence turn an angle of 0°55' to the left in a Northeasterly direction 1,677.27'; thence turn an angle of 0°26' to the right in a Northeasterly direction 1308.80'; thence turn an angle of 2°59' to the left in a Northeasterly direction 398.11'; thence turn an angle of 2°15' to the right in a Northeasterly direction 277.68'; thence turn an angle of 1°35' to the right in a Northeasterly direction 399.88'; thence turn an angle of 1°50' to the left in a Northeasterly direction 246.50'; thence turn an angle of 1°42'15" to the right in a Northeasterly direction 1294.41'; thence turn an angle of 1°09' to the left in a Northeasterly direction 701.74'; thence turn an angle of 1°21' to the left in a Northeasterly direction 1,740.96'; thence turn an angle of 0°02' to the right in a Northeasterly direction 3,489.29'; thence turn an angle of 0°15' to the left in a Northeasterly direction 2,675.74'; thence turn an angle of 0°58' to the right in a northeasterly direction 3,827.63'; thence turn an angle of 4°53' to the right in a Northeasterly direction 1,147.63'; thence turn an angle of 0°05' to the right in a Northeasterly direction 875.40' to the North boundary of Section 6, Township 21 South, Range 3 West.

Strip 2

A strip of land 20.0' wide lying adjacent and parallel to the existing Southern boundary of said Colonial right-of-way, as shown on map labeled **EXHIBIT 1** attached hereto, the center line of said 20.0' strip lies 45.0' south of the following described line: Commence at the Southwest corner of said Section 9, Township 21 South, Range 4 West; thence North along the West boundary of said Section 9, 567.62' to

the point of beginning; thence turn an angle of 79°33' to the right in a Northeasterly 680.24'; thence turn an angle of 5°17' to the left in a Northeasterly direction 1,976.16'; thence turn an angle of 0°19' to the right in a Northeasterly direction 789.74'; thence turn an angle of 0°57' to the left in a Northeasterly direction 668.45'; thence turn a angle of 3°52' to the left in a Northeasterly direction 377.10'; thence turn an angle of 0°38' to the left in a Northeasterly direction 813.20'; thence turn an angle of 0°51' to the left in a Northeasterly direction 625.36'; thence turn an angle of 0°36' to the right in a Northeasterly direction 1,305.23'; thence turn an angle of 0°58' to the right in a Northeasterly direction 576.66'; thence turn an angle of 0°55' to the left in a Northeasterly direction 1,677.27'; thence turn an angle of 0°26' to the right in a Northeasterly direction 1,308.80'; thence turn an angle of 2°59' to the left in a Northeasterly direction 398.11'; thence turn an angle of 2°15' to the right in a Northeasterly direction 277.68'; thence turn an angle of 1°35' to the right in a Northeasterly direction 399.88'; thence turn an angle of 1°50' to the left in a Northeasterly direction 246.50'; thence turn an angle of 1°42'15" to right in a Northeasterly direction 1,294.41'; thence turn an angle of 1°09' to the left in a Northeasterly direction 701.74'; thence turn an angle of 1°21' to the left in a Northeasterly direction 1,740.96'; thence turn an angle of 0°02' to the right in a Northeasterly direction 3,489.29'; thence turn an angle of 0°15' to the left in a Northeasterly direction 2,675.74'; thence turn an angle of 0°58' to the right in a Northeasterly direction 3,827.63'; thence turn an angle of 4°53' to the right in a Northeasterly direction 1,147.63'; thence turn an angle of 0°05' to the right in a Northeasterly direction 875.40' to the North boundary of Section 6, Township 21 South, Range 4 West. Also two strips of land lying between points "H" and "I" on map labeled **EXHIBIT 2** attached hereto described as follows: (1) a strip of land lying between the South boundary of the right-of-way granted to Colonial by agreement dated July 20, 1962, and the North boundary of the right-of-way granted to Colonial by agreement dated June 20, 1972, and (2) a strip of land 20.0' wide lying adjacent and parallel to South boundary of the right-of-way granted to Colonial by agreement dated June 20, 1972, less and except those lands described in that certain Sixth Amendment of Timber Purchase and Cutting Agreement by dated May 10, 2007, and recorded in Instrument No. 20070514000224050 in the Probate Office of Shelby County, Alabama. Containing 15.90 acres, more or less.

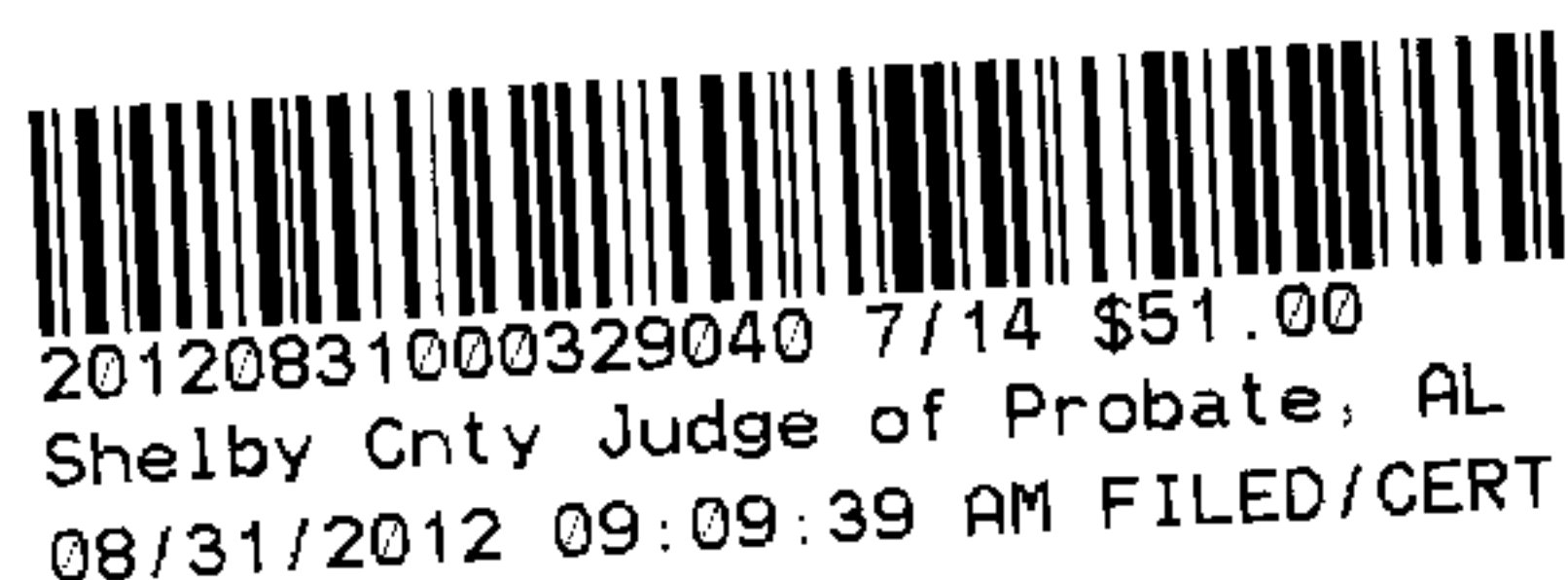


EXHIBIT 1
(SEE ATTACHED MAP)


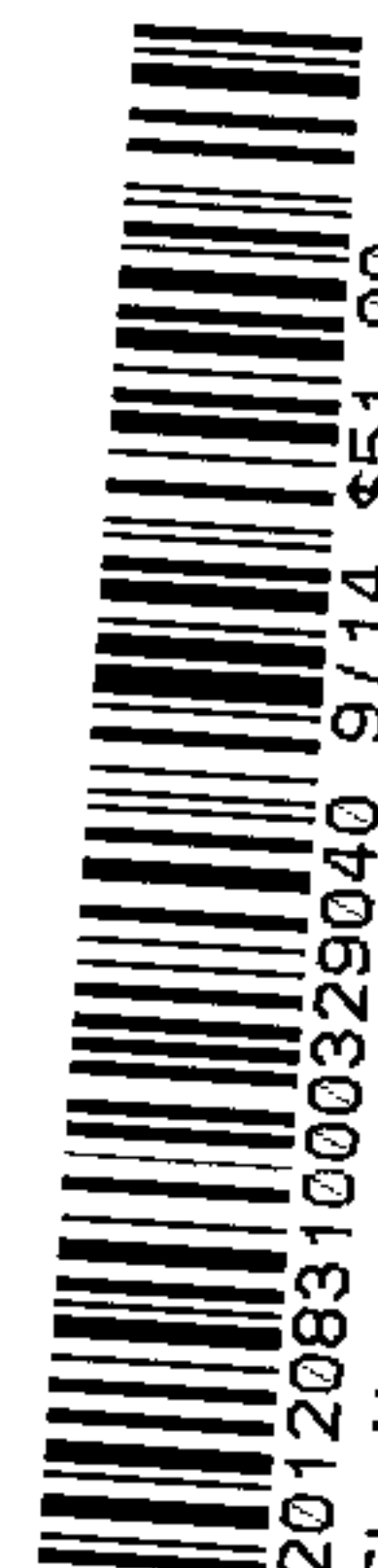
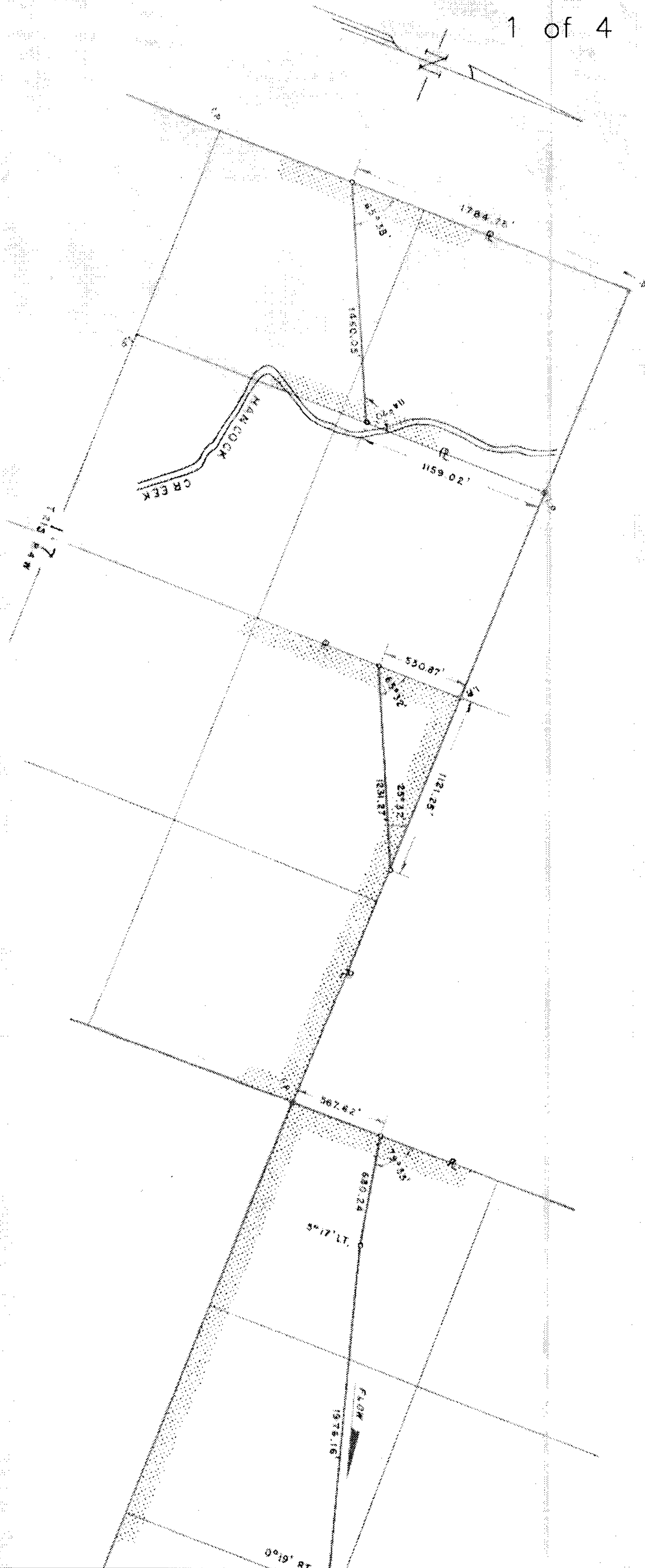

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Shelby Cnty Judge of Probate, AL
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Exhibit 1
1 of 4

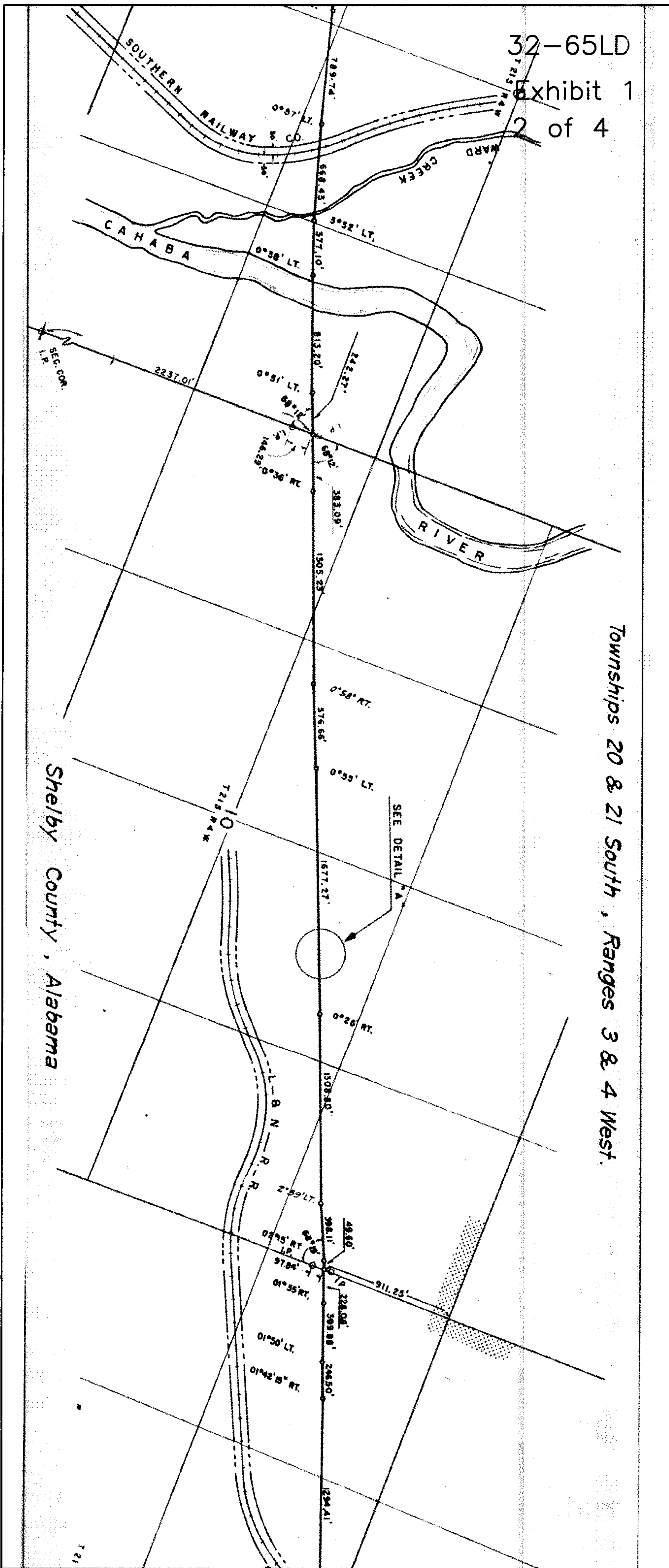


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32-65LD

Exhibit 1

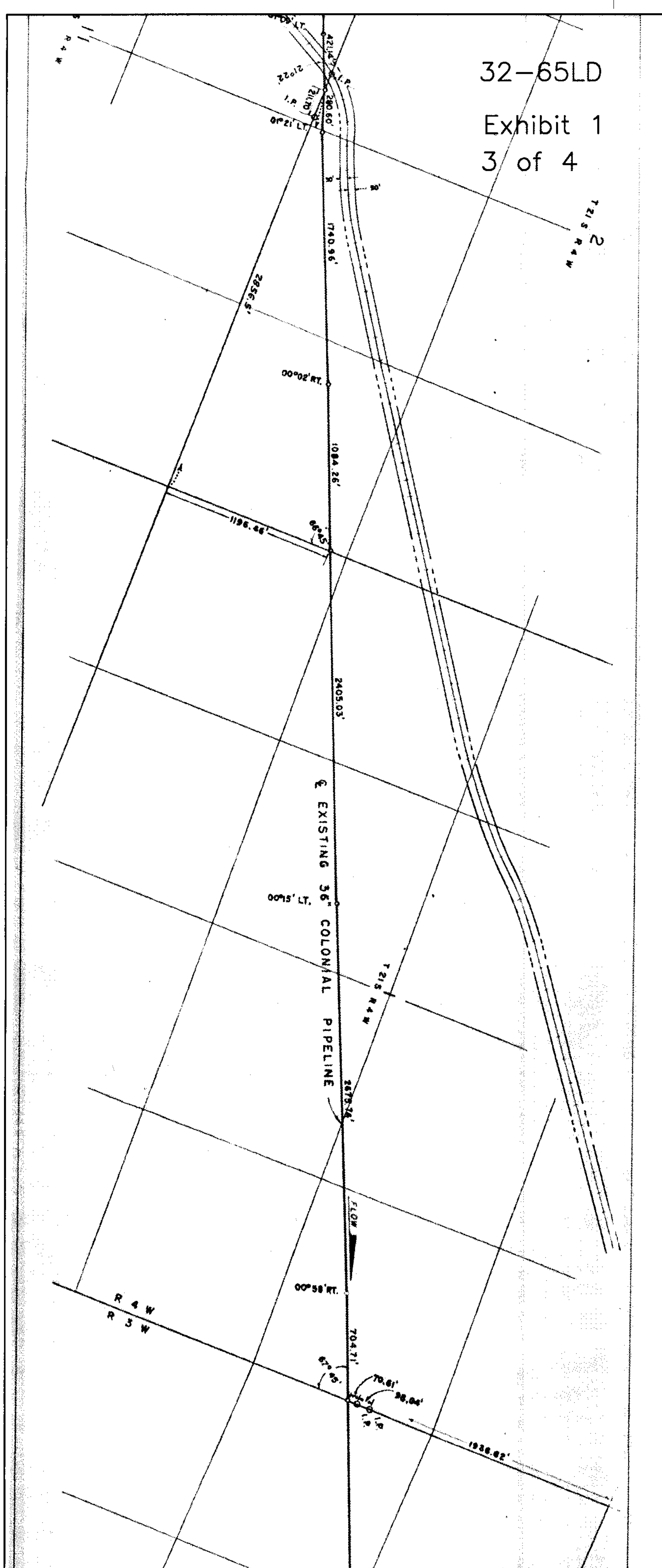
2 of 4



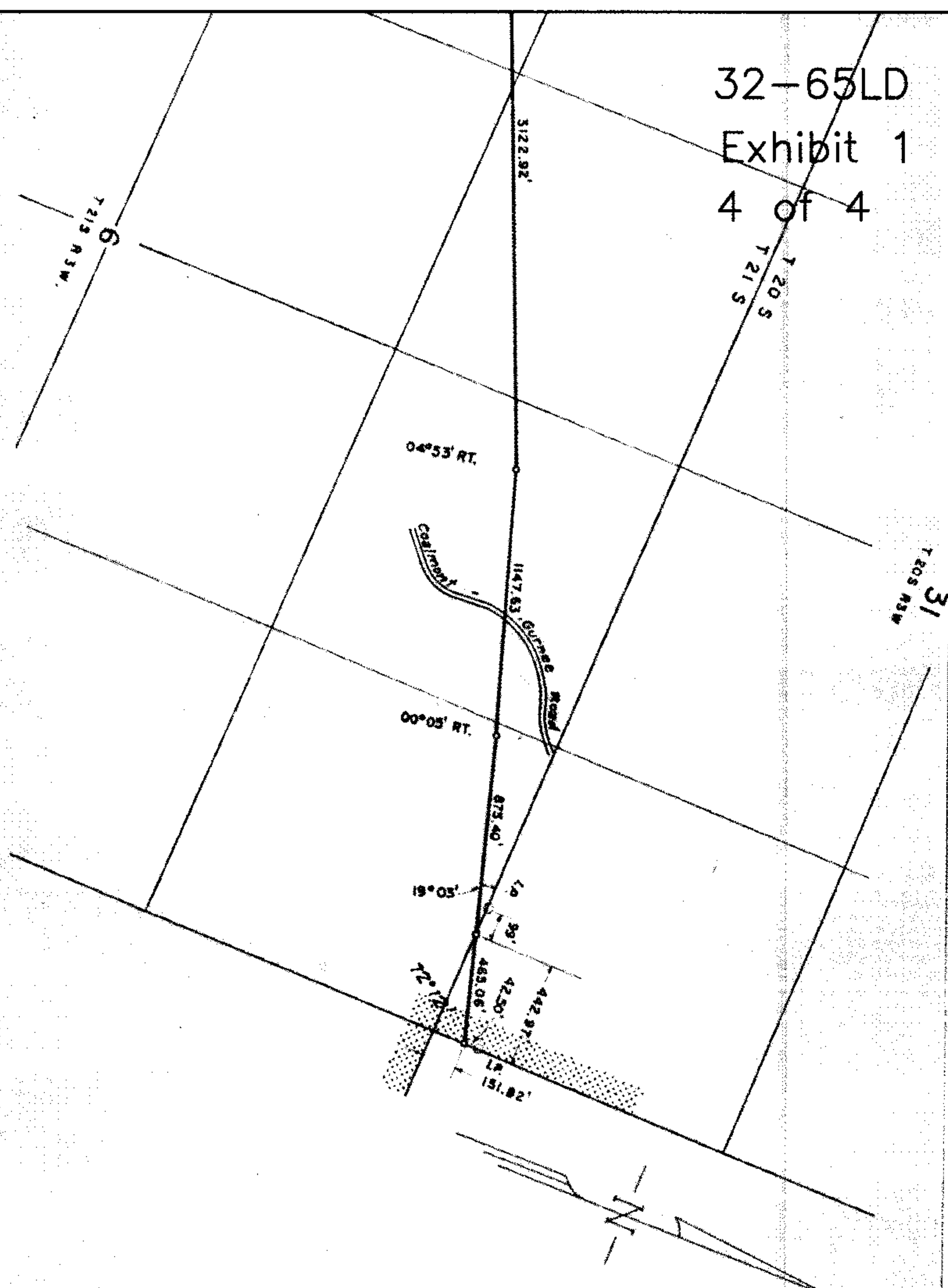
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Exhibit 1
3 of 4



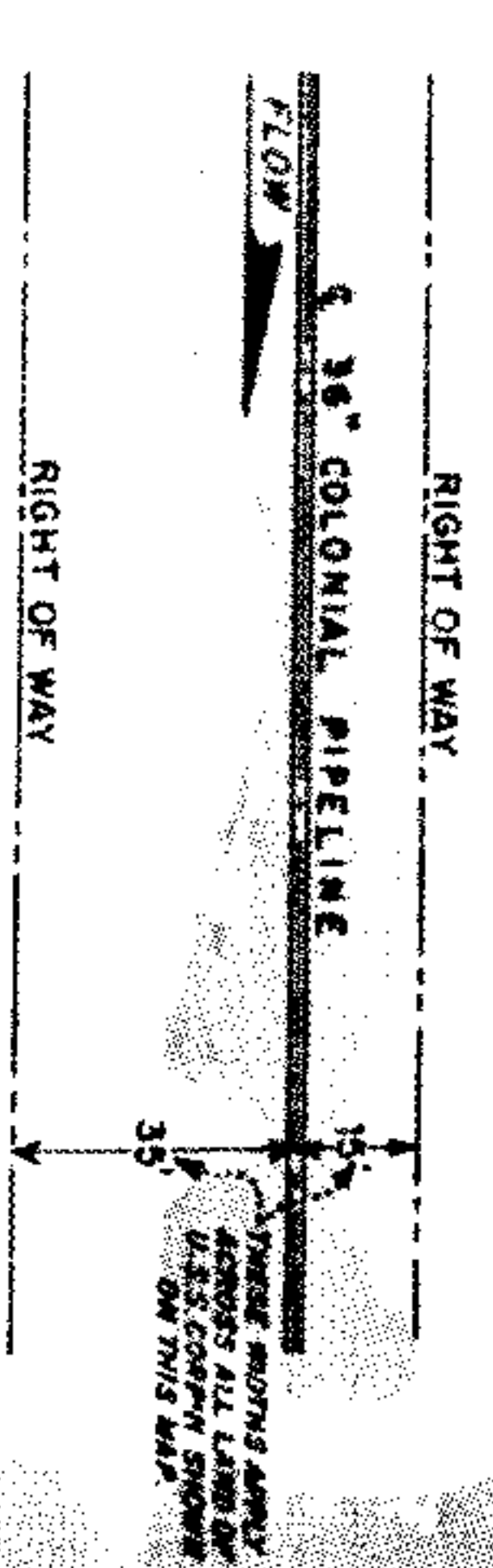
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LOCATION MAP

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DETAIL "A"



COLONIAL PIPELINE COMPANY	
ATLANTA, GEORGIA	
36" COLONIAL PIPELINE CROSSING	
U.S. STEEL PROPERTY	
SHELBY COUNTY,	ALABAMA
SEC. 1, 2, 9, 10, 11, 8 17	T 21 S - R 4 W
SEC. 6	T 21 S - R 3 W & S. 31 T 20 S - R 3 W
SCALE 1" = 500'	DATE: 4-22-71

Land of United States Steel Corporation.

Location of center line of pipe line 36 inches in diameter and right of way therefor referred to in contract hereto attached.

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Shelby Cnty Judge of Probate, AL
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EXHIBIT 2
(SEE ATTACHED MAP)


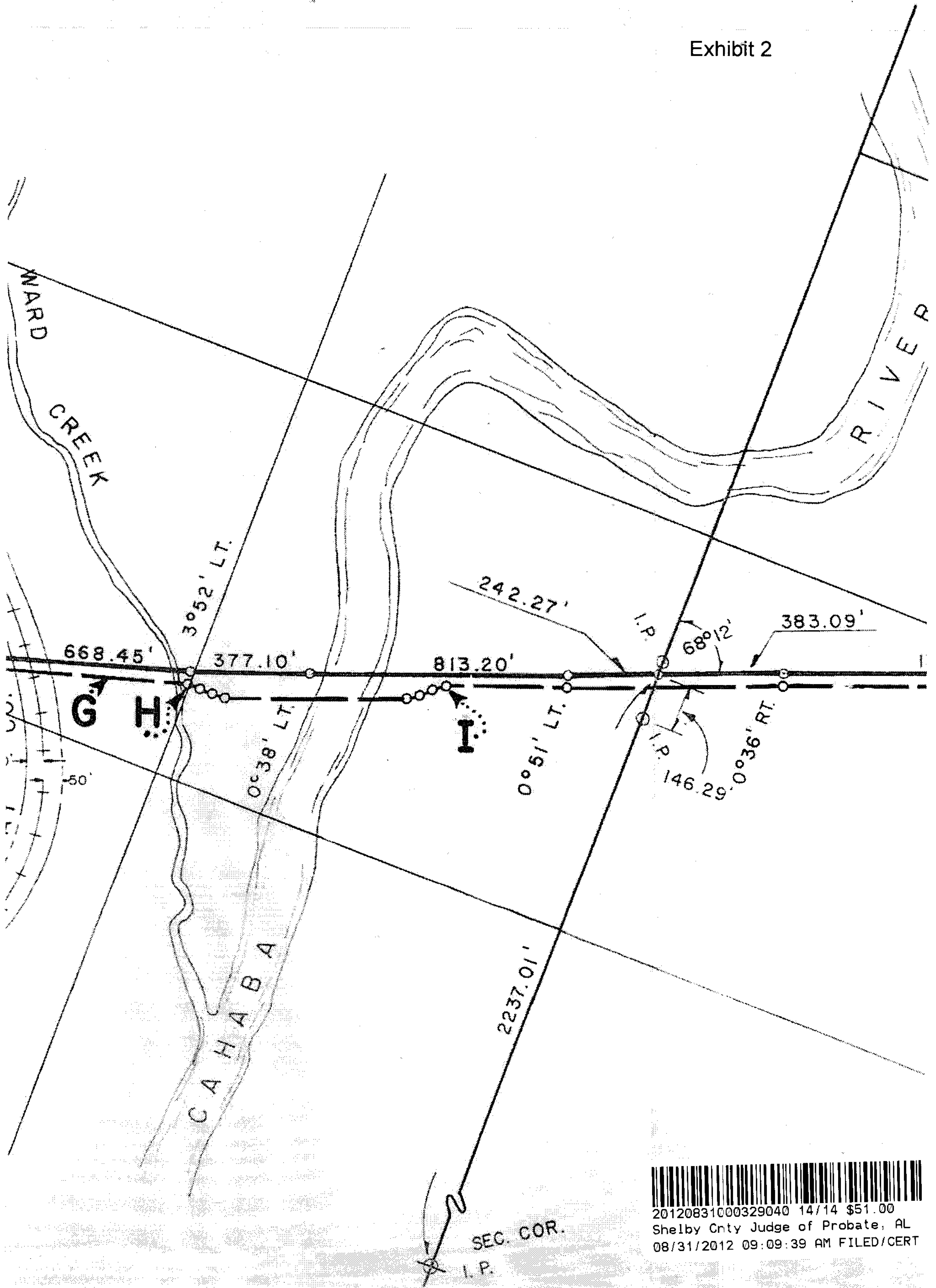

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Exhibit 2



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