22,375.13 NET MINERAL ACRES
5 YEAR T[redacted]

183718

LEASE AGREEMENT

333

THIS AGREEMENT made this 9th day of March, 1979, between KIMBERLY-CLARK CORPORATION, hereinafter referred to as "Lessor", and KERR-McGEE CORPORATION, hereinafter referred to as "Lessee":

W I T N E S S E T H:

1. Lessor, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the lands (hereinafter sometimes referred to as "premises") described in Exhibit "A" which is attached hereto and made a part hereof containing 22,375.13 acres, more or less, situated in Bibb and Shelby Counties, Alabama (which acreage figure may be relied on in calculating rental and other payments hereunder), for the limited purposes of investigating, exploring, prospecting, drilling and mining for and producing oil and gas on such described land, and laying pipelines, building roads, tanks, power stations, telephone lines and other structures thereon necessary to produce, save, take care of, treat, transport and own oil and gas produced from said premises.

Wherever in this lease the term "oil and gas" is used, the same shall mean only oil, gas, petroleum, liquid hydrocarbons, distillate, condensate, casinghead gas, other petroleum derivatives, and all other similar minerals of commercial value, which are usually produced by the drilling, boring or sinking of wells; but in no event shall such term include coal.

2. Except as hereinafter otherwise provided, this lease shall be for a term of five (5) years from this date (said five-year period hereinafter referred to as "primary term") and as long thereafter as oil and/or gas is produced in paying quantities from the premises or lands pooled therewith or it is maintained in force in any other manner herein provided.

BOOK 320 PAGE 732

19790720000092050 1/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

KERR-McGEE CORPORATION
KERR-McGEE CENTER • OKLAHOMA CITY, OKLAHOMA 73125

P1103-5-B

3. IT IS AGREED that the following royalties are to be paid by Lessee to Lessor without apportionment, except that as to the leased minerals produced from or attributable to those portions of the premises in which the Lessor owns an undivided interest in the minerals and mining rights, the royalties shall be paid only in the proportion which Lessor's interest bears to the full minerals and mining rights.

The royalties to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from the premises, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, one-eighth (1/8) of that produced and saved from the premises or, at Lessor's option, the market value at the well of one-eighth (1/8) of the gas produced and saved from said premises and so sold or used off the premises, or for the extraction of gasoline or other products therefrom. During any period (whether before or after the expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises to keep this lease in force, Lessee may pay or tender a royalty of One and No/100 Dollar ($1.00) per year per net mineral acre for that part of the premises then retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in, and thereafter on the anniversary date of this lease during any such period that such well is shut in. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease; and (c) Lessee shall have free use of oil, gas, and water from said premises, except water from Lessor's wells, for all operations hereunder on the premises or lands pooled therewith and the royalty on oil, gas and petroleum products shall be computed after deducting any so used.

BOOK 320 PAGE 733

19790720000092050 2/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

4. Lessor shall have, in Lessor's sole discretion, the right to take in kind its share of oil and gas that may be produced and saved hereunder, by giving Lessee ninety (90) days prior written notice; provided, however, if, at the time Lessor elects to so take in kind any of such oil and gas, such royalty share shall have been subjected to sale pursuant to a valid and binding agreement with a third party purchaser, any such notice given by Lessor to take in kind such oil and gas will not become effective during the term of such agreement. In the event Lessor elects to take in kind the royalty share of gas production, Lessor shall be responsible for the cost and expense of connecting to said well(s) and the installation and maintenance of appropriate metering equipment.

5. Lessee, at its option, is hereby given the right and power to pool or combine the premises or any portion thereof as to oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent, hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units created hereunder may be established or revised to conform substantially in size with those prescribed by such governmental regulations. Lessee under the provisions hereof may pool or combine the premises, or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall

BOOK 320 PAGE 734

19790720000092050 3/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

execute in writing an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated for all purposes except the payment of royalties as if it were included in this lease, and drilling or reworking operations thereon and production of oil and gas, or either of them, from any stratum or strata so pooled shall be considered for all purposes except the payment of royalties as if the operations were on and production were from the land covered by this lease, and under this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive, on pooled production from a stratum or strata unitized under the provisions hereof, only such portion of the royalties stipulated herein as the amount of the acreage (surface acres) covered by this lease and included in the unit as to the unitized stratum or strata, bears to the total acreage (surface acres) so pooled in the particular unit involved; provided, however, no reduction of shut-in gas royalties shall be made under this provision. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit.

6. If operations for drilling a well for oil and gas are not commenced either on the premises or off the premises but within one mile of a boundary of the premises, on or before the first anniversary of the date hereof, this lease shall then terminate as to both parties. If such operations are commenced at a location and within the time to prevent this lease from terminating pursuant to the foregoing provisions, but such operations are not commenced on the premises or on a unit that includes a portion of the premises, this lease shall then terminate as to both parties unless on or before such first anniversary date Lessee shall pay or tender to Lessor the sum of One Dollar ($1.00) per acre of the premises subject to this lease and not previously released (hereinafter called "delay rental"), which shall give to Lessee the privilege of

BOOK 320 PAGE 735

19790720000092050 4/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

deferring commencement of drilling operations or a period of twelve (12) months from such first anniversary date. In like manner and upon like payment or tender on or before subsequent anniversary dates, the commencement of drilling operations on the premises or on a unit that includes a portion of the premises, may be further deferred for successive periods of twelve (12) months each for the remainder of the primary term. Payment or tender of rental under this paragraph or of royalty under Paragraph 3 on any gas well on which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to Lessor on or before the date of payment at the following address:

19790720000092050 5/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

F. Gordon Comer, Jr.
Woodlands Manager
Coosa Forest Products Operations
Kimberly-Clark Corporation
Coosa Pines, Alabama 35044

or such other address as Lessor may notify Lessee of in writing. The down cash payment is consideration for the lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time or times execute and deliver to Lessor a release or releases covering any portion or portions of the premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreages surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases, but no payment shall be returned to Lessee by Lessor.

BOOK 320 PAGE 736

7. If prior to discovery of oil or gas on the premises or on acreage pooled therewith Lessee shall drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereon should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty (60) days from the date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to discovery of oil or gas on any of the premises, or on

acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil or gas is not being produced on any of the premises, or on acreage pooled therewith, but Lessee is then engaged in bona fide drilling or reworking operations on any parcel or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as bona fide operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the premises or acreage pooled therewith in paying quantities. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

BOOK 320 PAGE 737

8. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on the premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach

19790720000092050 6/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach.

10. If Lessee discovers oil and/or gas on the premises or a unit which includes a portion of the premises and completes a well capable of producing same in paying quantities (whether during the primary term hereof or any extension thereof), then Lessee shall commence, within six (6) months from the completion of said well, the actual drilling operations of another well and shall thereafter continuously develop the premises with no more than six (6) months between the completion of one well and the commencement of actual drilling operations of another well until the premises are fully developed on the basis of well spacing established by orders of the appropriate governmental agency having jurisdiction, or in the absence of the establishment thereof by such agency then on the basis on one oil well on each forty (40) acres, or such larger area as provided in paragraph 5 above, and one gas well on each six hundred forty ((640) acres. Failure to continuously develop shall result in termination of this lease as to all of the premises except those portions thereof that are included in units on which there is a well that is either producing oil and/or gas or is shut in for any reason. For purposes of the foregoing sentence, the term "unit" shall mean a unit established pursuant to the provisions of paragraph 5 hereof or by orders of the appropriate governmental agency having jurisdiction or in the absence of the inclusion of portions of the premises in any such units, then a unit shall be deemed to consist of forty (40) acres, or any such larger area permitted by law, surrounding each oil well and six hundred forty (640) acres surrounding each gas well.

11. Lessee hereby agrees (a) to reimburse and hold Lessor harmless from damages to any of Lessor's personnel, and damages to the surface of any of Lessor's land or properties covered by this lease, and shall also (b) indemnify and hold Lessor, its agents, contractors, servants and employees, harmless from and against any and all claims, actions, damages and losses or injuries to persons (including but

BOOK 320 PAGE 736

19790720000092050 7/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

not limited to death) or damage to property (including but not limited to personal property of any third party) all as may be caused by Lessee, its employees, agents or contractors, or which may in any way arise out of or in any way be related to Lessee's drilling activities on the leased land.

12. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon, or from producing oil or gas therefrom by operation of force majeure, any Federal or State law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding; provided, however, that this lease may not be maintained by reason of the provisions of this paragraph for any uninterrupted period of force majeure in excess of five (5) years in duration, and provided, further, that the provisions of this paragraph 12 shall not apply to any law, order, rule or regulation, the enactment, promulgation or application of which is occasioned by the Lessee's conduct with respect to the premises or acreage pooled therewith.

13. Anything in this lease to the contrary notwithstanding, the parties further agree that for all purposes of this lease it is understood that Lessor does not own or claim to own more oil and gas interests in the premises than that shown on said attached Exhibit "A'; and Lessee shall, at its expense, acquire whatever additional rights are required for Lessee's operations hereunder. Lessor makes no warranty of any kind or character with respect to its title to the interests in premises leased hereunder, but does hereby agree with Lessee that if its oil and gas interest in any of the premises described herein

BOOK 320 PAGE 739

19790720000092050 8/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

is less than the interest set out in Exhibit "A" as being the oil and gas interest claimed by it or Lessor shall have no oil and gas interest in such premises, all royalties and rentals to be paid by Lessee to Lessor under this lease with respect to the premises as to which Lessor owns such less interest or no interest shall be only in the proportion which Lessor's oil and gas interest therein bears to the said interest claimed by Lessor.

14. It is understood and agreed that Lessor has granted or may grant certain stripping rights and underground rights for mining coal under leases in various areas of the premises herein leased to Lessee and that Lessor reserves to itself and its successors and assigns all rights, present or future, for the mining and removal of coal by any method or methods, from all of said premises. Lessor reserves the right to approve the location of any wells to be drilled; provided, however, such approval shall not be unreasonably withheld, it being the intent that the parties shall cooperate in selecting and approving well locations to the end that both the oil and gas and the coal can be developed to the maximum extent possible under the existing circumstances.

In the event coal is encountered in the drilling of any well or wells, test holes or borings, the Lessee will do and perform such usual and customary practices in penetrating such veins of coal as may be necessary to properly protect such veins of coal or abandoned mine working and upon the abandonment of any such well or wells, test holes or borings, shall follow the same practice, and shall comply with the Federal Coal Mine Health and Safety Act of 1969 and with all applicable laws, ordinances, and regulations, present and future, pertaining to protective devices in penetrating coal beds.

Lessee shall pay Lessor for each and every coal seam penetrated above the subsurface depth of 2500 feet by each and every well in its drilling operations, except those wells that are plugged and abandoned as dry holes, as follows:

BOOK 320 PAGE 740

19790720000092050 9/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

(a) For coal seams with total thickness less than 12 inches - nothing.

(b) For coal seams 12 inches and over in thickness $800.00 for each 12 inches or fraction thereof or thickness.

Example:

Under 12 inches of coal - no charge.

At least 12 inches but less than 24 inches of coal - $800.00.

At least 24 inches but less than 36 inches of coal - $1,600.00.

At least 36 inches but less than 48 inches of coal - $2,400.00.

It is agreed, however, that Lessee's maximum Liability, under this subparagraph, will be not more than $15,000 per well for each well affected.

(c) Payment for penetration of coal seams will be contingent on productivity of the well and will be due upon completion of each well. Lessee shall have no obligation to make similar payment with respect to any well that is plugged and abandoned as a dry hole in accordance with the applicable rules and regulations of the State Oil and Gas Board.

(d) For purposes of this paragraph 14, the thickness of coal seams penetrated in the drilling of each well shall be determined from the induction, density and neutron logs obtained from surveys run in such well. Lessee agrees to run such surveys in each well drilled by it hereunder that penetrates a coal seam above said subsurface depth of 2500 feet.

15. This entire contract is made subject to the following: All outstanding leases, timber and coal contracts, and easements for roads, telephone lines, electric transmission lines, pipelines, or for other purposes similar or dissimilar in character, now existing on said premises.

16. All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

BOOK 320 PAGE 741

19790720000092050 10/25 $.00
Shelby Cnty Judge of Probate, AL
07/20/1979 12:00:00AM FILED/CERT

IN WITNESS WHEREOF, this instrument is executed on the date first written above.

LESSOR

KIMBERLY-CLARK CORPORATION

Attest:

~~Secretary~~
Division Vice President

By
Executive Vice- President

LESSEE

KERR-McGEE CORPORATION

By
G. A. Ratcliff, Attorney-in-Fact

BOOK 320 PAGE 742

19790720000092050 11/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

STATE OF ALABAMA)
) SS
COUNTY OF Talladega)

I, Mildred Morrow, a Notary Public in and for said County in said State, hereby certify that M. F. Bade, whose name as Executive Vice-President of KIMBERLY-CLARK CORPORATION, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this 22 day of March 1979.

Mildred Morrow
Notary Public
Alabama State at Large

My Commission expires:
May 17, 1980.

BOOK 320 PAGE 743

19790720000092050 12/25 $.00
Shelby Cnty Judge of Probate, AL
07/20/1979 12:00:00AM FILED/CERT

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

I, Maude Ellen Murray, a Notary Public in and for said County in said State, hereby certify that G. A. Ratcliff, whose name as Attorney-in-Fact for KERR-McGEE CORPORATION, a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Attorney-in-Fact and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this 9th day of March, 1979.

Maude Ellen Murray
Notary Public

My Commission expires:
June 1, 1982.

EXHIBIT "A"

Attached to and made a part of Lease Agreement between Kimberly-Clark Corporation, as Lessor, and Kerr-McGee Corporation, as Lessee, dated March 9, 1979, covering lands in Bibb and Shelby Counties, Alabama.

TOWNSHIP-RANGE SECTION		DESCRIPTION	MINERAL ACRES	
T21S-R3W				
5	FEE LESS COAL	W/2NE/4 and E/2SW/4		160.00
17	FEE LESS COAL	SW/4NE/4, S/2NW/4, SW/4, NW/4SE/4 and SE/4SE/4	360.00	
	MINERALS LESS COAL	N/2N/2NW/4NE/4 and N/2NW/4	90.00	450.00
18	FEE LESS COAL	E/2, SE/4NW/4, E/2SW/4, S/2SW/4SW/4, S/2N/2SW/4SW/4	470.33	
	FEE LESS 1/3 MINERALS LESS COAL	NW/4NW/4	26.67	497.00
19	FEE LESS COAL	S/2NE/4, E/2SW/4 and SE/4 less 12.6 acres conveyed to S.E.G.Co. 11-6-'64, and less 1.98 acres, more or less, described as follows: commence at the Northeast corner of Section 30, Township 21 South, Range 3 West, and run West along the North Boundary Line of Section 30 for a distance of 939.3 feet to a point on the West Boundary Line of a County gravel road, said point being the point of beginning; thence turn an angle to the right of 74°19' and run 313.22 feet along West side of said County gravel road to a point; thence turn an angle to the left of 89°39' and run 100.00 feet to a point; thence turn an angle to the left of 23°33' and run 380.8 feet to a point; thence turn an angle to the left of 66°48' and run 38 feet more or less to a point on the North Boundary Line of Section 30; thence East along said North Boundary Line of Section 30, 467 feet, more or less, to the point of beginning.		305.42
20	FEE LESS COAL	W/2, W/2E/2, SE/4NE/4 and SE/4SE/4		560.00
29	FEE LESS COAL	N/2N/2, SE/4NE/4, NE/4SE/4 and SW/4SW/4 less 11.4 acres conveyed to S.E.G.Co. 11-6-'64		268.60

1979072000009205 0 13/25 $.00
Shelby Cnty Judge of Probate, AL
07/20/1979 12:00:00AM FILED/CERT

TOWNSHIP-RANGE SECTION		DESCRIPTION	MINERAL ACRES	
T21S-R3W				
30	FEE LESS COAL	N/2NE/4, SW/4SW/4, E/2SW/4 and SE/4, less 36.9 acres from the NW/4NE/4 and the SE/4 conveyed to S.E.G.Co. 11-6-'64 and less 2.07 acres, more or less, described as follows: commence at the Northeast corner of Section 30, Township 21 South, Range 3 West and run West along the North Boundary Line of Section 30 for a distance of 939.3 feet to a point on the West Boundary Line of a County gravel road, said point being the point of beginning; thence turn an angle to the left of 105°41' and run 136.78 feet to a point; thence turn an angle to the right of 90°00' and run 450.00 feet to a point; thence turn an angle to the right and run 262.6 feet, more or less to a point on the North Boundary Line of Section 30; thence East along said North Boundary Line of Section 30, 467 feet, more or less, to the point of beginning.		321.03
31	FEE LESS COAL	N/2 less 10.0 acres conveyed to S.E.G.Co. 11-6-'64, NW/4SE/4, and SW/4 less 1.28 acres conveyed to S.E.G.Co. 11-6-'64.		503.72
32	FEE LESS COAL	NE/4NW/4		40.00
T21S-R4W				
13	FEE LESS COAL	NE/4NE/4 less 23.5 acres south of railroad conveyed to S.E.G.Co. 9-27-'60, E/2E/2NW/4NE/4 less 3.8 acres South of railroad conveyed to S.E.G.Co. 9-27-'60, S/2NW/4 and NE diagonal half of the NW/4SW/4.	122.70	
13	MINERALS LESS COAL	W/2NW/4NE/4 and W/2E/2NW/4NE/4	30.00	152.70
15	FEE LESS COAL	NW/4SW/4 and S/2SW/4		120.00
16	FEE LESS COAL	All		640.00
17	FEE LESS COAL	W/2SW/4, NW/4SE/4 and S/2SE/4		200.00
19	FEE LESS COAL	W/2NE/4, NE/4NW/4, E/2NW/4NW/4, SW/4 and NW/4SE/4		340.00

19790720000092050 14/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

TOWNSHIP-RANGE SECTION		DESCRIPTION	MINERAL ACRES	
T21S-R4W				
25	FEE LESS COAL	SE Diagonal half of NE/4NW/4, NW Diagonal half of E/2SW/4NW/4, SE/4, NE/4SW/4 and E/2NW/4SW/4	250.00	
	MINERALS LESS COAL	SE/4NW/4, SE Diagonal half of E/2SW/4NW/4, SE/4SW/4 and E/2SW/4SW/4	110.00	360.00
30	FEE LESS COAL	SE/4SW/4, SW/4NE/4 less 1/2 acre for Boothe Family Cemetery, 36.43 acres in the SE/4NE/4 described as beginning at a point on the South line of the SE/4NE/4, 208.7 feet East of the Southwest corner of said SE/4NE/4, go East along the South line for 374.6 feet, thence left 89°49' for 296.93 feet, thence right 89°49' for 377.15 feet, thence right 90°11' for 296.93 feet to said South line of SE/4NE/4, thence East along said South line to Southeast corner of said SE/4NE/4, thence North to Northeast corner of said SE/4NE/4 and thence West to Northwest corner of said SE/4NE/4, thence South along West line of said SE/4NE/4 to a point 208.7 feet North of Southwest corner of said SE/4NE/4, thence left 90°11' for 208.7 feet, thence right 90°11' for 208.7 feet to the point of beginning and 10 acres in the Northeast corner of the NW/4SE/4	125.93	
30	MINERALS LESS COAL	W/2W/2, NE/4SW/4, SW/4SE/4 and 2.57 acres in the SE/4NE/4 described as beginning at a point on the South line of the SE/4NE/4, 208.7 feet East of the Southwest corner of said SE/4NE/4, thence go East along the South line for 374.6 feet to the point of beginning of the said 2.57 acre tract, thence left 89°49' for 296.93 feet to a point, thence right 89°49' for 377.15 feet to a point, thence right 90°11' for 296.93 feet to a point on the South line of the SE/4NE/4, thence West along the South line of said SE/4NE/4 377.15 feet to the point of beginning. 1.0 acre in the SE/4NE/4 described as beginning at the Southwest corner of the SE/4NE/4, thence North along the West line of the SE/4NE/4 208.7 feet to a point, thence right 89°49' for 208.7 feet to a point, thence right 90°11' for 208.7 feet to a point on the South line of the SE/4NE/4, thence West along the South line of said SE/4NE/4 208.7 feet to the point of beginning.	244.07	

19790720000092050
Shelby Cnty Judge of Probate, AL
07/20/1979 12:00:00AM FILED/CERT

BOOK 320 PAGE 746

TOWNSHIP-RANGE SECTION		DESCRIPTION	MINERAL ACRES	
T21S-R4W				
30	FEE LESS 2/3 MINERAL INTEREST LESS COAL	N/2NE/4 less a strip of land on the West side of the NW/4NE/4 described as follows: begin at the Northwest corner of said NW/4NE/4, thence in a Southerly direction along the West Boundary line of said NW/4NE/4 to the Southwest corner of said NW/4NE/4, thence in an Easterly direction along the South Boundary of said NW/4NE/4 221.78 feet, thence in a Northerly direction along a straight line to intersection with the North Boundary Line of said NW/4NE/4 at a point 221.00 feet East of the Northwest corner of said quarter-quarter section; thence in a Westerly direction along the North Boundary 221.00 feet to the point of beginning.	25.00	395.00
31	FEE LESS COAL	SE/4NW/4, NE/4SW/4 and SW/4SW/4		120.92
35	FEE LESS COAL	SE Diagonal half of S/2NE/4, SE Diagonal half of SW/4 and SE/4		280.00
36	FEE LESS COAL	NE/4, NW/4NW/4, S/2NW/4 and S/2 except 4.0 acres in the NE corner of SE/4SE/4	596.00	
	MINERALS LESS COAL	NE/4NW/4	40.00	636.00
T21S-R5W				
25	MINERALS LESS COAL	SW/4SW/4		40.00
26	MINERALS LESS COAL	SE/4SE/4		40.00
35	MINERALS LESS COAL	NE/4NE/4		40.00
36	FEE LESS COAL	E/2NE/4, N/2SE/4 and NE/4SW/4	200.21	
	1/3 FEE LESS COAL	NW/4SW/4	13.33	
	MINERALS LESS COAL	NW/4NW/4	40.00	253.54

S — 120 ac

19790720000092050 16/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

TOWNSHIP-RANGE SECTION		DESCRIPTION	MINERAL ACRES	
T22S-R3W				
6 ✓	FEE LESS COAL	SW/4NE/4, W/2NW/4, SW/4, W/2SE/4 and W/2E/2SE/4		400.00
7 ✓	FEE LESS COAL	NW/4NE/4, W/2 and SW/4SE/4		400.00
18 ✓	FEE LESS COAL	W/2W/2, N/2NE/4SW/4 West of old Montevallo-Tuscaloosa Dirt Road; 8 or 10 acres, more or less, in the Southwest corner of the E/2NW/4, said 8 or 10 acres being more fully described by the following metes and bounds; beginning at the Southwest corner of the E/2NW/4 and running Northeast about 150 yards to a certain spring; then down said spring branch 50 yards; then direct to the Tuscaloosa Road; then down said Tuscaloosa Road about 150 yards to the South Boundary of the SE/4NW/4, thence West along the line between the NW/4 and the SW/4 of said Section 18 to point of beginning.	184.00	
18 ✓ & 19 ✓	FEE LESS COAL FEE LESS COAL	Beginning at the Southeast corner of the SW/4SW/4, Section 19, Township 22 South, Range 3 West, go North along the East line of said SW/4SW/4 for 362.79 feet, thence right 55°25' for 160.88 feet, thence left 25°35' for 140.10 feet, thence left 115°11' for 202.83 feet to said East line, thence North along said East line 19.87 feet, thence left 67°03' for 71.90 feet, thence right 40°05' for 85.73 feet, thence right 25°53' for 20.0 feet, thence left 35°22' for 124.14 feet, thence left 37°28' for 105.68 feet; thence right 16°23' for 131.60 feet, thence right 118°05' for 271.44 feet; thence left 10°15' for 122.62 feet, thence left 4°48' for 85.18 feet to said East line of SW/4SW/4, thence left 45°29' for 134.30 feet to the Northeast corner of said SW/4SW/4, thence right 91°26' for 81.15 feet to the West line of Lot 4, Block 8, Thomas Addition to the Town of Aldridge, map of which is recorded in the office of Judge of Probate of Shelby County, Alabama, thence left 121°00' for 63.37 feet along West line of said Lot 4, thence right 98°57' for 270 feet, thence left 112°04' for 161.10 feet, thence right 93°26' for 290.90 feet, thence left 90°10' for 123.71 feet, thence right 4°13' for 562.11 feet, thence left 61°41' for 16.26 feet; thence right 12°48' for 315.73 feet, thence left 95°56' for 296.12 feet, thence left 61°22' for 358.61 feet	27.54	211.54

1979072000092050 17/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

TOWNSHIP-RANGE SECTION	DESCRIPTION	MINERAL ACRES
18 & 19 continued	to the East line of the NW/4SW/4 of said Section 19, thence South along said East line for 157.72 feet, thence right 102°49' for 324.50 feet, thence right 90°00' for 20.1 feet, thence left 62°26' for 355.95 feet, thence left 22°27' for 125.53 feet, thence left 10°16' for 187.42 feet, thence right 90°00' for 364.08 feet, thence right 90°00' for 326.91 feet, thence left 89°54' for 606.58 feet, thence right 28°35' for 350.0 feet, thence left 90°00' for 150.0 feet, thence right 71°32' to the public road, thence in an Easterly direction along the public road to the intersection of the North line of the public road with the South line of Lot 2, Block 3, said Thomas Addition to the Town of Aldridge, thence Northwest along the South line of said Lot 2, for 298.39 feet, thence right 86°13' for 205.65 feet along the West side of said Lot 2, thence Easterly along the North line of said Lot 2 for 208 feet, thence Easterly along the North line of Summit Park "B" for 398 feet to the Northwest corner of Lot 6, Block 2, said Thomas Addition to the Town of Aldridge, thence looking East along the North line of said Lot 6, Block 2, turn an angle to the left of 65°18' for 303.48 feet, thence right 0°19' for 580.46 feet, thence left 85°55' for 696.48 feet, thence right 54°16" for 109.50 feet, thence right 5°22' for 636.67 feet, thence right 33°50' for 173.78 feet to the Center line of Davis Creek, thence East along the center line of Davis Creek to the East line of the SE/4SW/4, Section 18, thence North along said East line to the Northeast corner of said SE/4SW/4, thence West along the North line of said SE/4SW/4 to Northwest corner of said Forty, thence South along West line of said Forty to North line of Section 19, thence West to Northwest corner of said Section 19, thence South to Southwest corner of said Section 19, thence East to point of beginning, except the following tracts: Begin at the Northwest corner of SE/4SW/4, Section 19, Township 22 South, Range 3 West, and run South 798 feet along the West side of said Forty to the point of beginning, thence turning an angle of 70° right run a distance of 40 feet to the Northwest corner of church lot, thence turning an angle of 90° left run a distance of 80 feet to the Southwest corner, thence turning an angle of 90° left run a distance of 100 feet to	

1979072000092050 18/25 $.00
Shelby Cnty Judge of Probate, AL
07/20/1979 12:00:00AM FILED/CERT

TOWNSHIP-RANGE SECTION		DESCRIPTION	MINERAL ACRES
18 & 19 continued		the Southeast corner, thence turning an angle of 90° left run a distance of 80 feet to the Northeast corner, thence turning an angle of 90° left, run 60 feet to the point of beginning, containing 0.183 acres, more or less; also excepting the Road Right-of-Way deeded Shelby County, April 19, 1950. There is also included in this Conveyance the following tract: From the Southwest corner of the SE/4SW/4, Section 19, Township 22 South, Range 3 West, go East along the South line of said SE/4SW/4 for 970.89 feet to a point of beginning, thence left 36°48' for 163.06 feet, thence right 29°36' for 90.60 feet to the West edge of the Southern Railroad Right-of-Way, thence South along said West edge of Right-of-Way to the South line of said SE/4SW/4, thence West to the point of beginning. The above contains 27.54 acres, more or less, in SE/4SW/4, Section 18 and 158.50 acres, more or less, in Section 19, subject to Right-of-Way for Transmission Line Granted January 14, 1931, to Alabama Power Company.	158.50
T22S-R3W			
30	FEE LESS COAL	All the W/2, West of the Southern Railway Right-of-Way, subject to Right-of-Way granted to Alabama Power Company January 14, 1931; and all the E/2 West of the Southern Railway Right-of-Way.	32.02
T22S-R4W			
1	FEE LESS COAL	NE/4, N/2NW/4 less 4.8 acres in the Southeast corner of the NE/4NW/4 sold to Baptist Church, less 15 acres in the NW/4NW/4 bounded by John Jarvis and less 8.64 acres, more or less sold to Macedonia Baptist Church and described as follows: Begin at the Southwest corner of the NE/4NW/4 of Section 1; thence East for a distance of 7.00 chains to a point of beginning; thence North 15°00' East 5.50 chains; thence North 8°00' East 6.80 chains; thence North 89°00' East 1.84 chains; thence North 65°00' East 4.00 chains; thence South 13°00' East 1.70 chains; thence South 20°00' East 3.75 chains; thence South 31°00' West 4.60 chains; thence South 30°00' East 4.00 chains to the South line of the NE/4NW/4, thence West along said Forty line 10.14	

1979072000092050 19/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

TOWNSHIP-RANGE SECTION		DESCRIPTION	MINERAL ACRES	
1 continued				
	MINERALS LESS COAL	chains to point of beginning. SE/4, S/2SW/4, NE/4SW/4 and 32 acres in the SE/4NW/4 lying East of the Brady Kitchens Road and South of the Boothton-Dogwood Road.	528.36	
		NW/4SW/4 and S/2NW/4 less 32 acres in the SE/4NW/4 lying East of the Brady Kitchens Road and South of the Boothton-Dogwood Road and less 0.68 acres, more or less, described as follows: Begin at the Southwest corner of the NE/4NW/4 of Section 1, thence East a distance of 7.00 chains to the point of beginning; thence East 10.14 chains; thence South 82°00' West 10.50 chains; thence North 4°00' East 2.24 chains to point of beginning.	88.00	616.36
2	FEE LESS COAL	S/2S/2, NE/4SW/4, NW/4SE/4 less 0.23 acres described as beginning at the Northeast corner of the NW/4SE/4, thence due South along the East Boundary of said NW/4SE/4 a distance of 100.00 feet; thence South 89°35' West a distance of 100.00 feet; thence due North a distance of 100.00 feet to the North Boundary of said NW/4SE/4; thence North 89°35' East a distance of 100.00 feet to the point of beginning and NE/4NE/4	279.77	
	MINERALS LESS COAL	NW/4NE/4, N/2NW/4, SW/4NW/4. That part of SE/4NW/4 lying South of the Montevallo-Tuscaloosa Road, about 20 acres, NW/4SW/4, NE/4SE/4 and S/2NE/4.	340.00	619.77
3	MINERALS LESS COAL	NE/4SE/4		40.00
4	FEE LESS COAL	All except NE/4SE/4		600.00
6	FEE LESS 1/2 MINERAL LESS COAL	SW/4NW/4		20.00
9	FEE LESS COAL	W/2NE/4 and E/2NW/4		160.00
10	FEE LESS COAL	E/2NE/4 and NE/4SW/4	120.00	
	MINERALS LESS COAL	W/2NE/4, SE/4NW/4 and NW/4SW/4	160.00	280.00

1979072000092050 20/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

BOOK 320 PAGE 751

TOWNSHIP-RANGE SECTION		DESCRIPTION	MINERAL ACRES	
T22S-R4W				
11	FEE LESS COAL	NW/4NE/4, E/2W/2, NW/4NW/4, S/2NE/4, N/2SE/4, SE/4SE/4 and N/2SW/4SE/4	460.00	
	MINERALS LESS COAL	NE/4NE/4	40.00	500.00
12	FEE LESS COAL	E/2, E/2W/2, NW/4NW/4, (NE/4SW/4NW/4) and (SE/4NW/4SW/4)		540.00
13	FEE LESS COAL	E/2, E/2W/2, E/2NW/4NW/4, SE/4SW/4NW/4, SW/4SW/4 less 1.25 acres road right-of-way deeded to Shelby County April 19, 1950 in the NE/4SW/4; less 2.46 acres road right-of-way deeded to Shelby County April 19, 1950 in the SE/4SW/4; subject to Southern Bell Telephone and Telegraph Company easement dated September 25, 1948 across the NE/4SW/4 and SE/4SW/4.		546.29
14	FEE LESS COAL	S/2 except the E/2NE/4SE/4		300.00
15	FEE LESS COAL	W/2NE/4 and N/2S/2		240.00
16	FEE LESS COAL	NE/4 and S/2		480.00
20	FEE LESS COAL	N/2 and SE/4		480.00
21	FEE LESS COAL	All		640.00
22	FEE LESS COAL	E/2, E/2W/2 and NW/4NW/4		520.00
23	FEE LESS COAL	All		640.00
24	FEE LESS COAL	All, except: 1.43 acres road right-of-way deeded to Shelby County April 19, 1950 in NE/4NW/4; 2.78 acres road right-of-way deeded to Shelby County April 19, 1950 in NW/4NE/4; 1.83 acres road right-of-way deeded to Shelby County April 19, 1950 in NE/4NE/4; 0.85 acres road right-of-way deeded to Shelby County April 19, 1950 in SE/4NE/4 subject to Southern Bell Telephone and Telegraph Company easement granted September 25, 1948 across NE/4NW/4 and N/2NE/4 and subject to road right-of-way 30.0 feet in width through W/2NE/4, SE/4NW/4 and E/2SW/4 as granted by Montevallo Coal Mining Company to Shelby County June 20, 1936.		633.11

1979072000009205 0 21/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

TOWNSHIP-RANGE SECTION		DESCRIPTION	MINERAL ACRES	
T22S-R4W				
25	FEE LESS COAL	All fractional section less 30 feet right-of-way in E/2W/2.		77.00
26	FEE LESS COAL	All fractional section.		65.00
27	FEE LESS COAL	Fractional NE/4 "A".		33.00
T22S-R5W				
1	FEE LESS COAL	SW/4		160.00
2	FEE LESS COAL	SE/4NE/4 and E/2SE/4		120.00
11	FEE LESS COAL	E/2SE/4		80.00
12	FEE FEE LESS COAL	SW/4NE/4, E/2NW/4, N/2SW/4, SE/4SW/4 and SE/4 W/2NW/4 and SW/4SW/4	400.99 120.00	520.99
T24N-R12E				
5	FEE LESS COAL	That part of the N/2 of fractional section West of Southern Railroad right-of-way except that part of the following tract which lies West of said right-of-way; commencing at a certain sweetgum tree on the West bank of Simmons Creek, run South 86° West 13.31 chains; thence North 3°30' West 9 chains to section line; thence North 86° East along section line to said Creek; thence down and along said Creek to beginning; 10 acres more or less, and NW/4SW/4.	190.00	
	MINERALS LESS COAL	SW/4SW/4	40.00	230.00
6	FEE FEE LESS COAL MINERALS LESS COAL	SE/4SW/4 and SW/4SE/4 N/2, N/2SW/4, SW/4SW/4, N/2SE/4 E/2SE/4SE/4	80.00 495.00 20.00	595.00
7	FEE FEE LESS COAL MINERALS LESS COAL 1/2 MINERALS LESS COAL	NE/4NW/4 and NW/4SW/4 south of Shoal Creek NW/4NW/4, S/2NW/4 and NW/4SW/4 North of Shoal Creek N/2NE/4 and SW/4NE/4 SW/4SW/4	70.00 130.00 120.00 20.00	340.00

1979072000009205 0 22/25 $.00
Shelby Cnty Judge of Probate, AL
07/20/1979 12:00:00AM FILED/CERT

BOOK 320 PAGE 753

TOWNSHIP-RANGE SECTION		DESCRIPTION	MINERAL ACRES	
T24N-R12E				
18 ✓	MINERALS LESS COAL	NW/4NW/4		40.00
20 ✓	MINERALS	NE/4NE/4 and S/2NE/4		120.00
T24N-R11E				
1 ✓	FEE LESS COAL	All fractional section		576.00
2 ✓	FEE LESS COAL	All fractional section		565.00
3 ✓	FEE LESS COAL	NW/4NE/4, S/2NE/4, E/2NW/4, N/2SW/4, SE/4SW/4 and SE/4		480.00
4 ✓	FEE LESS COAL	NE/4SW/4, S/2SW/4 and SE/4		280.00
5 ✓	FEE LESS COAL MINERALS LESS COAL	SW/4 and E/2SE/4 SW/4SE/4	240.00 40.00	280.00
6 ✓	FEE LESS COAL	NE/4 and N/2SE/4		240.00
8 ✓	MINERALS LESS COAL	NE/4NE/4 less 2.7 acres on the East side		37.30
9 ✓	FEE LESS COAL	Beginning at the Northeast corner of SW/4NW/4; thence South along East line of said Forty for a distance of 504 feet to the Blockton-Piper road, thence along this road 836 feet to the North line of said SW/4NW/4 and thence East 668 feet to the point of beginning; containing 3.4 acres, more or less. NW/4NW/4 less 2.6 acres in the Southwest corner.		40.80
11	FEE LESS COAL MINERALS LESS COAL	N/2NE/4, SE/4NE/4, N/2NW/4, SW/4NW/4, NE/4SW/4 and NE/4SE/4 SW/4NE/4, SE/4NW/4, S/2SW/4 and W/2SE/4	320.00 240.00	560.00
12 ✓	FEE FEE LESS COAL	That portion of SE/4 located South of Shoal Creek N/2, N/2SW/4 and that portion of SE/4 located North of Shoal Creek	70.00 490.00	560.00
13 ✓	MINERALS LESS COAL	W/2NE/4		80.00

19790720000092050 23/25 $.00
Shelby Cnty Judge of Probate, AL
07/20/1979 12:00:00AM FILED/CERT

TOWNSHIP-RANGE SECTION		DESCRIPTION	MINERAL ACRES
T24N-R11E			
16	FEE LESS COAL	NW/4 less that portion lying South of Little Cahaba River, less 40.00 acres described as being the S/2NE/4NW/4, and all that part of the E/2SE/4NW/4 lying North of the Little Cahaba River and a strip of land being 150 feet wide across the South side of the N/2NE/4NW/4, and less a parcel of land described as follows: Commence at the NW corner of the SE/4NW/4; thence South 330 feet; thence East 660 feet, thence North 330 feet; thence West 660 feet to the point of beginning, containing 5.0 acres, more or less.	107.42
T24N-R10E			
2	FEE	E/2SW/4 and SW/4SE/4	107.98
12	FEE LESS COAL	NE/4, N/2NW/4 and SW/4NW/4	251.12
21	FEE LESS COAL	SE/4NW/4 and 2 acres in the NE corner of SW/4NW/4	42.00
		TOTAL MINERAL ACRES	22,375.13

1979072000092050 24/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT

S U M M A R Y

OF LANDS INVOLVED IN KERR-McGEE PROPOSAL

	MINERAL ACRES
SURFACE & MINERAL	20,191.95
MINERAL ONLY	2,078.19
*FRACTIONAL INTEREST IN 234.99 ACRES, NETTING	104.99
TOTAL	22,375.13

*FRACTIONAL OWNERSHIP IN:

SEC-TWP-RGE					NETTING
18	21	3W	-1/3 MINERAL INTEREST IN	40.00	26.67
30	21	4W	-2/3 MINERAL INTEREST IN	74.99	25.00
36	21	5W	-2/3 FEE IN	40.00	13.33
6	22	4W	-1/2 MINERAL INTEREST IN	40.00	20.00
			SUB-TOTALS	194.99	85.00

MINERAL RIGHTS ONLY FRACTIONAL

SEC-TWP-RGE					NETTING
7	24	12E	-1/2 MINERAL RIGHTS IN	40.00	20.00
			TOTALS	234.99	105.00

Lease Tax 170.50
Mineral Tax 93.70
Recording 37.50
Index Fee 1.00
$302.70

JUL 20 AM 8 45

1979072000092050 25/25 $.00
Shelby Cnty Judge of Probate,AL
07/20/1979 12:00:00AM FILED/CERT