

901

MEMORANDUM AND AFFIDAVIT  
REGARDING OIL AND GAS LEASE

This Memorandum and Affidavit, dated as of 2/9, 1982, is made and offered for record pursuant to Section 35-4-69 of the Alabama Code (1973) as well as pursuant to the general recordation statutes of Alabama which may be applicable to memorandum filings, to give notice of the contents of that certain unrecorded oil and gas lease dated December 15, 1980, between KIMBERLY-CLARK CORPORATION, a Delaware corporation, lessor (herein called "Lessor"), Neenah, Wisconsin 54956, and THE ANSCHUTZ CORPORATION, a Kansas corporation, lessee (hereinafter called "Lessee"), 2400 Anaconda Tower, Denver, Colorado 80202, concerning the property described in Exhibit A attached hereto and made a part hereof. Said oil and gas lease is hereinafter referred to as the "Lease."

Notice is hereby given that Lessor and Lessee have executed the Lease. Pursuant to the terms of the Lease, Lessor has leased to Lessee the lands situated in the State of Alabama described in Exhibit A hereto, and Lessee has leased the same from Lessor, for the limited purposes of exploring for, drilling for and producing oil, natural gas, casinghead gas, casinghead gasoline, distillate and other like hydrocarbons (collectively "hydrocarbons"), and sulphur if produced in conjunction therewith, establishing and utilizing facilities for disposal of salt water produced from the lands covered by the Lease, laying pipelines, building roads, telephone lines and other structures and facilities necessary to produce, save, treat and transport said hydrocarbons and sulphur. Such Lease further authorizes Lessee to cross any adjacent or contiguous lands of Lessor by use of existing roads in order to have ingress and egress to and from the land covered by the Lease to carry out such aforesaid purposes. Such Lease provides that Lessor excepts, reserves and excludes from the Lease all other minerals or ores of any nature or kind, including, but not limited to sand, gravel, limestone, coal, coal seam gas, iron ore and uranium, together with the right of ingress and egress and all other rights and easements necessary for the purpose of exploring for, producing, mining, preparing, treating, transporting, marketing and removing such excluded minerals.

Subject to the other provisions of the Lease, the term of the Lease is for eight (8) years from December 15, 1980 and as long thereafter as hydrocarbons, or sulphur produced in conjunction therewith, are produced in paying quantities from the lands covered by the Lease, provided that the commencement of certain operations or activities on the lands covered by the Lease, or on lands pooled or unitized with lands covered by the Lease, may extend the term of the Lease. The Lease also includes customary delay rental provisions, provisions requiring the timely commencement of certain drilling operations to extend the term of the Lease with respect to undeveloped acreage, and provisions requiring the reversion of non-producing deep rights to Lessor.

Pursuant to the terms of the Lease, Lessor is granted certain preferential purchase rights with respect to oil and gas and other hydrocarbons produced from wells completed on the lands covered by the Lease, or on lands pooled or unitized therewith.

AL-4806-T<sup>1</sup>

See Release Memo. Bk 51 pg 901-7-4-82-83

BOOK 45 PAGE 318

The Lease provides that the rights of Lessor thereunder may be assigned in whole or in part as to the subject lands or any mineral or subsurface interval or any depth thereunder and the provisions hereof shall extend to the Lessor's successors and assigns. The Lease further provides that Lessee shall not assign the Lease in whole or in part without the prior express written consent of Lessor, which consent will not be unreasonably withheld, and if such written consent is given, no subsequent assignments shall be made without the prior express written consent of Lessor. In the event Lessor shall consent to an assignment by Lessee of all or part of the interests covered by the Lease, the Lease provides that it is understood and agreed that Lessee nevertheless shall remain, as between the parties, primarily liable for all of the obligations, duties and liabilities of Lessee under the Lease.

The Lease provides that it is made by Lessor without warranties or representations of any kind, expressed or implied.

The Lease is subject to the terms and provisions of that certain unrecorded Agreement dated December 15, 1980, by and between Lessor and Lessee. Such agreement is hereafter referred to as the "Agreement." In addition to the other terms and provisions thereof, the Agreement expressly provides for the periodic mandatory release by Lessee, of a stipulated percentage of certain lands of Lessor (which lands are therein fully described) that are leased to Lessee for the purpose of exploring for, and producing, hydrocarbons and sulphur produced in conjunction therewith, which lands include, among other lands, the lands described in Exhibit A hereto.

Copies of the Lease and the said Agreement are maintained in the above offices of Lessee and Lessor, and will be made available to anyone having a legitimate reason for access thereto.

This Memorandum and Affidavit is executed solely to give notice of the Lease. Nothing contained herein shall in any way alter, amend or otherwise affect the rights and obligations of Lessor or Lessee as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective the day and year first above written.

ATTEST:

KIMBERLY-CLARK CORPORATION

Howard S. Ellington

By

[Signature]

President, Coosa River Newsprint,  
Title Pulp & Forest Products Company

ATTEST:

THE ANSCHUTZ CORPORATION

[Signature]

By

Lillian J. Lentz

Title ASST. VICE PRESIDENT

THIS INSTRUMENT WAS PREPARED BY:

The Anschutz Corporation  
2400 Anaconda Tower  
555 - 17th Street  
Denver, Colorado 80202  
Attention: Miles A. Williams

STATE OF ALABAMA §  
COUNTY OF Talladega §

45 PAGE 320  
I, Linda S. Hardy, a notary public in  
and for said county in said state, hereby certify that  
S. B. Pinkerton, President, Coosa River Newsprint, Pulp,  
~~XXXXXX & Forest Products Company~~ of Kimberly-Clark  
Corporation, a 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 the  
instrument, he, as such officer and with full authority,  
executed the same voluntarily for and as the act of said  
corporation.

300X GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day  
of April, 1982.

Linda S. Hardy  
Notary Public in and for  
Talladega County, Alabama

My Commission Expires:  
September, 1983

STATE OF Colorado §  
COUNTY OF Denver §

I, Mary Diane Fonseca, a notary public in  
and for said county in said state, hereby certify that  
LILLIAN F. LENTZ  
whose name as Assistant Vice President of The Anschutz  
Corporation, a 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 the  
instrument, he, as such officer 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 9th day  
of February, 1982.

Mary Diane Fonseca  
Notary Public in and for  
Denver County, Colorado

My Commission Expires:  
3-16-85

SHELBY

TOWNSHIP-RANGE SECTION		DESCRIPTION		MINERAL ACRES
<u>T18S-R1E</u>				
31	FEE	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ , NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ lying Northwest of old Bear Creek road.		115.00
34	FEE	E $\frac{1}{2}$ of SE $\frac{1}{4}$ .		80.00
<u>T19S-R1E</u>				
3	FEE	E $\frac{1}{2}$ of NE $\frac{1}{4}$ , SW $\frac{1}{4}$ of NE $\frac{1}{4}$ , N $\frac{1}{2}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ .		240.00
10	FEE	N $\frac{1}{2}$ , NE $\frac{1}{4}$ of SW $\frac{1}{4}$ , 18 acres East of Muddy Prong Creek in SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ .		538.00
11	FEE	Entire section.		640.00
12	FEE	N $\frac{1}{2}$ of NW $\frac{1}{4}$ , SW $\frac{1}{4}$ of NW $\frac{1}{4}$ , NW $\frac{1}{4}$ of SW $\frac{1}{4}$ , SW $\frac{1}{4}$ of SW $\frac{1}{4}$ less 10 acres in SE corner, SE $\frac{1}{4}$ of SE $\frac{1}{4}$ less West 10 acres, and 10 acres in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ described as follows: Begin at the Southeast corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; thence North 6.67 chains; thence West 15 chains; thence South 6.67 chains; thence East 15 chains to the point of beginning.		230.00
14	FEE	Entire section less NE $\frac{1}{4}$ of SW $\frac{1}{4}$ .		600.00
15	FEE	E $\frac{1}{2}$ of NW $\frac{1}{4}$ , NE $\frac{1}{4}$ of SE $\frac{1}{4}$ less 5 acres being the West 466.7 feet of the East 1000 feet of the North 466.7 feet, NW $\frac{1}{4}$ of SE $\frac{1}{4}$ , SE $\frac{1}{4}$ of SE $\frac{1}{4}$ and N $\frac{1}{2}$ of NE $\frac{1}{4}$ less 16 acres, more or less, described as follows: Commence at the NW corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; thence S88 $^{\circ}$ E 11.64 chains to a point on the center line of Shelby County Highway No. 55, which point is the point of beginning and the Northwest corner of the parcel of land herein described; from the point of beginning thence S25 $^{\circ}$ W along the centerline of said highway 9.98 chains; thence S88 $^{\circ}$ E 9.65 chains; thence S48 $^{\circ}$ E 6.16 chains; thence N58 $^{\circ}$ E 7.11 chains; thence N2 $^{\circ}$ E 9.00 chains to a point on the North		259.00

T2C 30W 54 X008

TOWNSHIP-RANGE  
SECTION

## DESCRIPTION

## MINERAL ACRES

T19S-R1E

15

boundary line of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ; thence N88°W 16.05 chains to the point of beginning; less and except that portion of the above described parcel lying South of the North side of a road that adjoins the East side of Shelby County Highway No. 55 at a point approximately 5.6 chains South of the Northwest corner of the parcel and meanders in a Southeasterly direction.

S $\frac{1}{4}$  of NE $\frac{1}{4}$ , S $\frac{1}{4}$  of N $\frac{1}{2}$  of NE $\frac{1}{4}$  and NE $\frac{1}{4}$  of SW $\frac{1}{4}$ .

NW $\frac{1}{4}$  less 2.5 acres in the SE corner of SE $\frac{1}{4}$  of NW $\frac{1}{4}$  and 0.69 acres in the NE $\frac{1}{4}$  of SW $\frac{1}{4}$  described as follows: Commence at the NW corner of the NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ; thence East along 40 line 660 feet to point of beginning; thence South to highway right-of-way, a distance of 600 feet; thence NE along highway right-of-way 50 feet; thence North 600 feet to 40 line; thence West 50 feet to the point of beginning.

SE $\frac{1}{4}$  of SW $\frac{1}{4}$  and SW $\frac{1}{4}$  of SE $\frac{1}{4}$  less 11.60 acres of right-of-way for highway, and less and except 0.53 acres, more or less, being all that part of the SE $\frac{1}{4}$  of SW $\frac{1}{4}$  and SW $\frac{1}{4}$  of SE $\frac{1}{4}$  lying South of U.S. Highway No. 280.

SE $\frac{1}{4}$  of SW $\frac{1}{4}$  and SE $\frac{1}{4}$  of SE $\frac{1}{4}$ .

NE $\frac{1}{4}$  of NW $\frac{1}{4}$ .

SW $\frac{1}{4}$  of SW $\frac{1}{4}$ .

NW $\frac{1}{4}$  of SE $\frac{1}{4}$ .

E $\frac{1}{4}$  and NE $\frac{1}{4}$  of SW $\frac{1}{4}$ .

NW $\frac{1}{4}$  of NE $\frac{1}{4}$ .

T20S-R2E

7

FEE LESS  $\frac{1}{4}$  MIN.

200.00

N $\frac{1}{2}$ , SE $\frac{1}{4}$  and E $\frac{1}{4}$  of SW $\frac{1}{4}$ , less and except the following described tracts of land: The NW $\frac{1}{4}$  and E $\frac{1}{4}$  of SW $\frac{1}{4}$  lying South and West of the centerline of Yellowleaf Creek; NW $\frac{1}{4}$  of NW $\frac{1}{4}$  lying North of centerline of Yellowleaf Creek and West of the first branch, which branch crosses the North line of Section 7 480 feet due East of the Northwest corner of said section. Exception contains 160.00 acres, more or less.

22C 30Vd 5f

X008

TOWNSHIP-RANGE

SECTION

T19S-R1E

DESCRIPTION

MINERAL ACRES

12

MINERAL ONLY

W $\frac{1}{2}$  of W $\frac{1}{2}$  of SE $\frac{1}{4}$  of SE $\frac{1}{4}$ .

10.00

TOTAL NET MINERAL ACRES

3,898.75

#7080

WHEN RECORDED, PLEASE RETURN TO  
THE ANSCHUTZ CORPORATION  
2400 ANACONDA TOWER  
DENVER, COLORADO 80202

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
ASSIGNMENT WAS FILED

1982 MAY 27 AM 9:54

*Thomas A. Brundage, Jr.*  
JUDGE OF PROBATE

Dec 9.00  
Ind 1.00  
10.00