

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.

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

[Signature]

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 §

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
~~XXXXXXXXXXXX~~ & 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.

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

NOTARY
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

T19S-R1E

31	FEE	NE $\frac{1}{4}$ Less 7.5 acres off South side of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, W $\frac{1}{2}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$, & less 5.0 acres described as follows: Beginning at the NE corner of SW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence run South along the East $\frac{1}{4}$ - $\frac{1}{4}$ line for 418.1 feet; thence turn 90° to the right and run 720.2 feet to a point on the Easterly right of way line of Shelby County road number 32, a paved public road, as the same this day lies; run thence in a Northeasterly direction along said road right of way line for 931 feet, more or less, to a point where the East line of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ intersects said road right of way line; thence run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 141.9 feet to the point of beginning.	547.50
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32	FEE	NW $\frac{1}{4}$ of NW $\frac{1}{4}$, SE $\frac{1}{4}$ of NW $\frac{1}{4}$ except 2 acres, more or less, in SE corner deeded by 194/270 to C. J. Faulkner, N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and all of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ lying between the Shaw Church road and the Pumpkin Swamp road.	114.00
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T19S-R1W

31	FEE	All of NE $\frac{1}{4}$ lying Southeast of a paved county road, and SE $\frac{1}{4}$.	200.00
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32	FEE	NE $\frac{1}{4}$ less 38 acres in SE corner, NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and S $\frac{1}{2}$ of SW $\frac{1}{4}$.	242.00 261.00
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32	$\frac{1}{2}$ INTEREST MIN. ONLY	38 acres in SE corner of NE $\frac{1}{4}$.	19.00
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33	$\frac{1}{4}$ INTEREST MIN. ONLY	NW $\frac{1}{4}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ less 5 acres in NW corner, N $\frac{1}{2}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$.	157.50 162.50
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33	FEE	5 acres in NW corner of NW $\frac{1}{4}$ of NW $\frac{1}{4}$.	5.00
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35	FEE	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$.	80.00
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36	FEE	E $\frac{1}{2}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ less 0.3 acre in the NW $\frac{1}{4}$ corner of NW $\frac{1}{4}$ of SE $\frac{1}{4}$.	279.70
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T20S-R1E

5	FEE	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ less 4 acres in SE corner as conveyed by Vol. 126 page 214.	36.00
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6	FEE	W $\frac{1}{2}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$ of NE $\frac{1}{4}$ except parcel on North side of $\frac{1}{4}$ - $\frac{1}{4}$ section described in Deed Vol. 194 page 136 to L. E. Shaw, containing 1.5 acres, more or less, and except a parcel in the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ described as follows: Beginning at the NE corner of SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence N85°-30'W 300 feet to an iron	493.00
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90C 30W Cf X009

TOWNSHIP-RANGE
SECTION

DESCRIPTION

MINERAL ACRES

T20S-R1E

6

Corner; thence South 104 feet to an Iron corner; thence N85°-30'W 300 feet to a point; thence S52°-30E 742 feet to a point on the West side of a county road; thence N1°-30'E 500 feet to point of beginning and containing 3.5 acres, more or less, N½ of NW¼, that part of the SW¼ of NW¼ lying North of an old road (Messer road) running from Harry Blackerby's old place to R. J. Leake place, except part deeded by Deed Book 181, page 322 Oscar E. Walton, being 5 acres, more or less, in the SE corner of SW¼ of NW¼, SE¼ of NW¼, E¼ of SW¼, 5 acres in SE corner of SW¼ of SW¼ being all of said 40 except part owned by Oscar E. Walton, N½ of SE¼, SW¼ of SE¼, all of SE¼ of SE¼ West of dividing line beginning at a point on the South line of section 6, 231 feet West of the SE corner of Section 6, said dividing line running thence North parallel with the East line of Section 6 to the North line of the SE¼ of SE¼, said dividing line being established in a Quit Claim Deed from E. R. Elliott and Bessie Elliott, his wife, as recorded in Deed Record 198 page 127.

7

FEE

NE¼, 5 acres in NE corner and parcel in SE corner of NE¼ of NW¼ described as follows: Being 320 yards North and South and 227 yards East and West containing 10 acres, more or less, and 9 acres in NE corner of NW¼ of NW¼.

184.00

8

FEE

NW¼ except for 10 acres in NE corner of SE¼ of NW¼.

150.00

T20S-R1W

1

FEE

N½ of NE¼ less 2 acres in SW corner of NW¼ of NE¼ described as follows: Beginning at the SW corner of NW¼ of NE¼; thence East along South boundary of said NW¼ of NE¼ 140 yards; thence North 70 yards, thence West 140 yards to West boundary of said NW¼ of NE¼; thence South 70 yards to point of beginning.

118.00

5

FEE

NE¼ of NW¼ except 3.3 acres in SE corner, W½ of NW¼, and West 25 acres of SE¼ of NW¼.

141.70

151.20

5

½ INTEREST MIN. ONLY

East 19 acres of SW¼ of NE¼, lying South of lake.

9.50

6

FEE

N½ of NW¼, SE¼ of NE¼ and E¼ of NE¼ of SE¼.

140.00

7

FEE

NW¼ of NW¼.

40.00

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X009

TOWNSHIP-RANGE SECTION	DESCRIPTION	MINERAL ACRES
<u>T20S-R1W</u>		
10	FEE	150.00
	N $\frac{1}{2}$ of N $\frac{1}{2}$ less the North 10 acres of NE $\frac{1}{4}$ of NE $\frac{1}{4}$.	
<u>T20S-R2W</u>		
1	FEE	200.00
	S $\frac{1}{2}$ of SW $\frac{1}{4}$, N $\frac{1}{2}$ of SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$.	
2	FEE	120.90
	W $\frac{1}{2}$ of SW $\frac{1}{4}$, SE $\frac{1}{4}$ of SW $\frac{1}{4}$ less 5.1 acres lying South of railroad and South 6 acres of SW $\frac{1}{4}$ of SE $\frac{1}{4}$.	
10	FEE	138.00
	S $\frac{1}{2}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$, 18 acres South of road in SE $\frac{1}{4}$ of NW $\frac{1}{4}$.	
11	FEE	320.00
	NE $\frac{1}{4}$, E $\frac{1}{2}$ of NW $\frac{1}{4}$, and N $\frac{1}{2}$ of SW $\frac{1}{4}$.	
12	FEE	200.00
	N $\frac{1}{2}$ of NE $\frac{1}{4}$, N $\frac{1}{2}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NW $\frac{1}{4}$.	

TOTAL NET MINERAL ACRES

4,085.80

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 MAY 27 AM 9:47

Thomas A. Sherran, Jr.
JUDGE OF PROBATE

Rec 9.00
Jud 1.00
10.00

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

#7080