

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**MEMORANDUM OF
OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS

§

COUNTY OF LEON

§

Byron Cheney Tindall, whose address is 102 Fir Ct., Waleska, GA 30182, hereafter referred to as "Lessor," and Cubic Asset, LLC, whose address is 9870 Plano Road, Dallas, Texas 75238, hereinafter referred to as "Lessee", hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil, Gas and Mineral Lease (hereinafter called the "Lease"), effective as of **August 17, 2015**, under the terms of which Lessor has granted, leased and let exclusively to Lessee for the sole purpose of investigating, exploring, prospecting, drilling and operating for, and developing, producing, marketing and selling of, oil, gas and all other liquid or gaseous minerals, including sulphur, and granting certain other rights and privileges as more particularly set forth in the Lease, the following described land situated in Leon County, State of Texas, to-wit:

111.06 acres of land, more or less, out of the Pedro Pereira and Jose De Jesus Mariano Grande XI Grant, A-17, more particularly described as the Second Tract in a deed dated January 2, 1958 from Mrs. Retta L. Donelson, a widow, conveyed to J. W. McFarland and recorded in Volume 251, Page 538, Deed Records, Leon County, Texas.

And containing **111.06** acres, more or less, herein called the "land" or the "leased premises"

The Lease has been executed and acknowledged by Lessor and provides for a primary term of **Three (3) years** from the effective date of said Lease, with an option to extend an additional three (3) years, and shall continue as long thereafter as oil or gas is produced in paying quantities from the leased premises or land pooled therewith, or said lease is otherwise maintained, all as more particularly set out in the Lease to which reference is hereby made for all purposes including further description of the terms, provisions and conditions of the Lease.

The Lease provides that in the event Lessor, during the primary term of the Lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by the Lease and covering all or any portion of the leased premises, with the lease becoming effective upon the expiration of the Lease, Lessor shall notify Lessee in writing of the offer, and shall include in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of such notice, shall have the prior and preferred right and option to purchase a Lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer notice.

This Memorandum of Oil, Gas and Mineral Lease (this "Memorandum") is subject to the terms and conditions of the Lease which, with all of its terms, covenants and other conditions, is hereby referred to and incorporated herein, the same as if copied in full herein at this point. Included within the terms, provisions and conditions of the Lease is the right of Lessee to obtain subsurface right-of-ways and easements under the surface of and through the subsurface of the leased premises.

An original executed copy of the Lease is in the possession of Lessee at its offices in Dallas, Texas, at the address set forth above for Lessee. The purpose of this Memorandum is to evidence the existence of said Lease and this Memorandum is executed and recorded solely for the purpose of affording notice of the existence of said Lease and shall not amend, alter or otherwise affect the terms, provisions and conditions of said Lease. This Memorandum is recorded in lieu of filing said Lease for record in the County Clerk's office of **Leon** County, Texas, so as to avoid unduly encumbering such records and to give notice to all third parties dealing with Lessor and Lessee or with the lands described herein. The Lease and this Memorandum shall be binding upon Lessor and Lessee and their respective heirs, successors, representatives and assigns.

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

LESSOR:

Byron Cheney Tindall
Byron Cheney Tindall

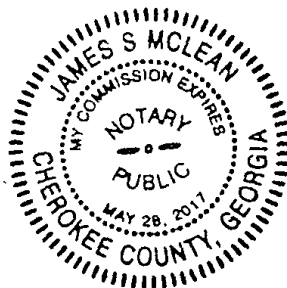
ACKNOWLEDGMENT

THE STATE OF GEORGIA §
COUNTY OF Cherokee §

This instrument was acknowledged before me on Aug. 18, 2015, by Byron Cheney

Tindall.

James S. McLean
Notary in and for the State of Georgia



Texas Royalty Brokers

Texas Royalty Brokers

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STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Sep 10, 2015
Christie Mckelfield, Leon County Clerk
Leon County