

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
 §
COUNTY OF LEON §

That the undersigned, **BYRON CHENEY TINDALL** (hereinafter called "Lessor") whose mailing address is 102 Fir Ct., Waleska, GA 30183, has executed and delivered to **GASTAR EXPLORATION TEXAS, LP** (hereinafter called "Lessee"), whose mailing address is 1331 Lamar, Suite 1080, Houston, TX 77010, an Oil and Gas Lease dated January 17, 2011, and covering minerals in 357.534 acres of land, whether more or less (+-) as situated in Leon County, Texas, and being more described as:

357.534 acres of land, more or less, out of the Pedro Pereira, Jose de Jesus and Mariano Grande Eleven League Grant, A-17, being 1,085.238 acres of land described in that certain Warranty Deed dated January 9, 1962, from Gladys Shaw Cheney, et al. to W.T. Franklin, recorded in Volume 288, Page 1 of the Deed Records of Leon County, Texas, SAVE AND EXCEPT: 727.704 acres of land leaving 357.534 acres of land, being those lands lying within the boundaries of the First Texas Gas, L.P., Gastar Cheney Gas Unit No. 1 more particularly described in that certain Designation of Pooled Unit dated February 4, 2005, recorded in Volume 1198, Page 258 of the Official Records of Leon County, Texas.

Whereas said Oil and Gas Lease provides for a term of three (3) years from the date of cessation of production in paying quantities of the said Cheney Gas Unit No. 1 or from December 31, 2012, whichever comes first, and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said lands or lands with which said land is pooled here under and the royalties are paid as provided. Said Oil and Gas Lease contains horizontal and vertical severance provisions effective at the end of the primary term, or at the end of the period of drilling operations provided for thereunder, whichever is later. Duplicate copies of said lease are in the possession of Lessor and Lessee where the same may be examined by any person having a lawful right or legitimate interest therein.

Now, therefore, for the consideration set forth in said Lease, Lessor does hereby grant, lease and let unto Lessee the following described property on the terms and provisions set out therein.

This Memorandum of Lease shall be binding on all parties, their heirs, successors and Assigns.

LESSOR:

By: *Byron Cheney Tindall*
BYRON CHENEY TINDALL

THE STATE OF GEORGIA §
 §
COUNTY OF Cherokee §



This instrument was acknowledged before me on the 1st day of April, 2011, by **Byron Cheney Tindall**.

Zoe Das
 Notary Public in and for the State of ~~Texas~~

62. Bb
20

Texas Royalty Brokers

Texas Royalty Brokers

Texas Royalty Brokers

Filed for Record in: Leon County
On: Jul 18, 2011 at 11:15A
As a Recording
Document Number: 00381598
Amount: \$ 10.00
Receipt Number: 108391
By: Amy Kaiser

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.

Jul 18, 2011
Christie Wakefield, County Clerk
Leon County