

**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, hereafter 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 **January 27, 2016**, 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:

**94.469 acres, more or less, being a part of the Pedro Pereire Jose De Jesus & Mariano Grande XI League Grant, A-17, Leon County, Texas and being a part of that certain called 1085.25 acre tract described by map and field notes by H.B. Allison, County Surveyor of Leon County, Teas and also being a part of that certain called 333.458 acre tract as described in a deed from Lou Cheney to Mrs. Gladys Shaw Cheney, et al, dated September 28, 1938, and recorded in Volume 119, Page 352 of the Official Records of Leon County, Texas, said 94.469 acres of land is not included in the acreage listed in the Gastar-Holmes Gas Unit No. 1, which is described in a Designation of Unit recorded in Volume 1354, Page 480, Official Records, Leon County, Texas.**

And containing **94.469** 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:

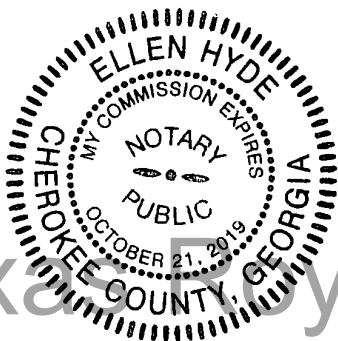
Byron Cheney Tindall  
Byron Cheney Tindall

ACKNOWLEDGMENT

THE STATE OF GEORGIA §  
COUNTY OF Cherokee §

This instrument was acknowledged before me on February 3, 2016, by Byron Cheney Tindall.

Ellen Hyde  
Notary in and for the State of Georgia



Texas Royalty Brokers

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 names records of:  
Leon County  
as stored herein by me:  
Feb 16, 2016  
Christie Holtefeld, Leon County Clerk  
Leon County

Filed for Record in Leon County  
On: Feb 16, 2016 at 10:31A  
As a Recording  
Document Number: 00416890  
Amount: 19.00  
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By: Amy Kaiser