

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Rayanne Regmund, Gloria Jenssen, Michael Newberry and Carol Newberry,

(b) County of Residence of First Listed Plaintiff Karnes County, TX (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Feinstein Doyle Payne & Kravec, LLC 429 Forbes Avenue, 1705 Allegheny Building Pittsburgh, PA 15219 (412) 281-8400

DEFENDANTS

Talisman Energy USA, Inc.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 US Government Plaintiff, 2 US Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Motor Vehicle, Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. Section 1332(d)

Brief description of cause: Breach of oil and gas royalty agreements

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ Exceeds 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 05/31/2016 SIGNATURE OF ATTORNEY OF RECORD /s/Joseph N. Kravec, Jr.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE Print Save As... Reset

JS 44AREVISED June, 2009
IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA
THIS CASE DESIGNATION SHEET MUST BE COMPLETED

PART A

This case belongs on the (Erie Johnstown Pittsburgh) calendar.

1. **ERIE CALENDAR** - If cause of action arose in the counties of Crawford, Elk, Erie, Forest, McKean, Venang or Warren, OR any plaintiff or defendant resides in one of said counties.
2. **JOHNSTOWN CALENDAR** - If cause of action arose in the counties of Bedford, Blair, Cambria, Clearfield or Somerset OR any plaintiff or defendant resides in one of said counties.
3. Complete if on **ERIE CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.
4. Complete if on **JOHNSTOWN CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.

PART B (You are to check ONE of the following)

1. This case is related to Number _____ . Short Caption _____
2. This case is not related to a pending or terminated case.

DEFINITIONS OF RELATED CASES:

CIVIL: Civil cases are deemed related when a case filed relates to property included in another suit or involves the same issues of fact or it grows out of the same transactions as another suit or involves the validity or infringement of a patent involved in another suit

EMINENT DOMAIN: Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.

HABEAS CORPUS & CIVIL RIGHTS: All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

PART C

I. CIVIL CATEGORY (Select the applicable category).

1. Antitrust and Securities Act Cases
2. Labor-Management Relations
3. Habeas corpus
4. Civil Rights
5. Patent, Copyright, and Trademark
6. Eminent Domain
7. All other federal question cases
8. All personal and property damage tort cases, including maritime, FELA, Jones Act, Motor vehicle, products liability, assault, defamation, malicious prosecution, and false arrest
9. Insurance indemnity, contract and other diversity cases.
10. Government Collection Cases (shall include HEW Student Loans (Education), V A Overpayment, Overpayment of Social Security, Enlistment Overpayment (Army, Navy, etc.), HUD Loans, GAO Loans (Misc. Types), Mortgage Foreclosures, SBA Loans, Civil Penalties and Coal Mine Penalty and Reclamation Fees.)

I certify that to the best of my knowledge the entries on this Case Designation Sheet are true and correct

/s/Joseph N. Kravec, Jr.

Date: 5/31/2016

ATTORNEY AT LAW

NOTE: ALL SECTIONS OF BOTH FORMS MUST BE COMPLETED BEFORE CASE CAN BE PROCESSED.

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A

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

Addn&Memo PU 3-13-05
006-191-00F/PF/ds

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

STATE OF TEXAS §

COUNTY OF KARNES §

This Agreement, made and entered into on September 20, 2010, by and between **WILMA G. REGMUND, Life Tenant, RAYANNE REGMUND CHESSER, Individually and as Remainderman, RAELLEN REGMUND MATTINGLEY, Individually and as Remainderman**, whose address is 513 Private Road 7474, Kenedy, TX 78119, hereinafter referred to as "Lessor", whether one or more, and **ENDURING RESOURCES, LLC**, whose address is 475 17th Street, Suite 1500, Denver, CO 80202, hereinafter referred to as "Lessee".

WITNESSETH:

Lessor and Lessee have this day entered into an Oil, Gas and Mineral Lease ("Lease") covering the following described lands located in Karnes County, Texas (the "lands"), to wit:

1.00 acre of land, more or less, in the Carlos Martinez Fifteen League, Abstract 6, Karnes County, Texas, being more particularly described in that certain deed dated June 20, 2003, from Raymond Regmund and Wilma G. Regmund to Rayanne Regmund Chesser, recorded in Volume 790, Page 345 of the Official Records of Karnes County, Texas, to which reference is herein made for a more complete description.

The Oil, Gas and Mineral Lease has a primary term of three (3) years from the effective date of said Lease, 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 said Oil, Gas and Mineral Lease of even date herewith to which reference is hereby made for all purposes including further description of the terms, provisions and conditions of said Lease.

This Memorandum of Oil, Gas and Mineral Lease ("Memorandum") is subject to the terms and conditions of that certain Lease of even date herewith between the parties hereto 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 Oil, Gas and Mineral 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.

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 Official Records of Karnes 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.

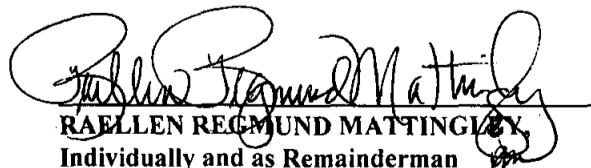
This Memorandum of Oil, Gas and Mineral Lease may be executed as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one Agreement. Should less than all of the named Lessors execute this Memorandum, it shall be binding on those who sign.

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

LESSOR:


WILMA G. REGMUND, Life Tenant


RAYANNE REGMUND CHESSER,
Individually and as Remainderman


RAELLEN REGMUND MATTINGLEY,
Individually and as Remainderman

STATE OF TEXAS §
COUNTY OF KARNES §

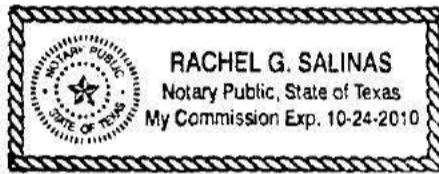
This instrument was acknowledged before me on this the 29th day of September, 2010, by **WILMA G. REGMUND, Life Tenant.**



Rachel H. Salinas
Notary Public, State of Texas
My Commission Expires: 10-24-2010

STATE OF TEXAS §
COUNTY OF KARNES §

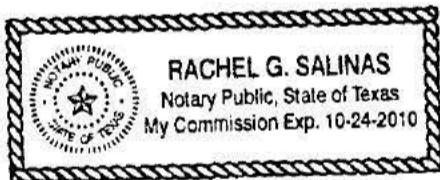
This instrument was acknowledged before me on this the 29th day of September, 2010, by **RAYANNE REGMUND CHESSER, Individually and as Remainderman.**



Rachel H. Salinas
Notary Public, State of Texas
My Commission Expires: 10-24-2010

STATE OF TEXAS §
COUNTY OF KARNES §

This instrument was acknowledged before me on this the 3rd day of October, 2010, by **RAELLEN REGMUND MATTINGLEY, Individually and as Remainderman.**



Rachel H. Salinas
Notary Public, State of Texas
My Commission Expires: 10-24-2010

Alva Jonasz, County Clerk
Karnes County

STATE OF TEXAS COUNTY OF KARNES
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: Karnes County as stamped hereon by me. Oct 19, 2010

Filed for Record in: Karnes County
On: Oct 19, 2010 at 10:22A
As a: Recording Official Record
Document Number: 00092474
Amount: 20.00
Receipt Number - 31677
By: Marilyn Bednarz

After filing please return to
Pamela Schoenberg
P.O. Box 849
Hallettsville, TX 77964

EXHIBIT C

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

STATE OF TEXAS §
COUNTY OF KARNES §

This Agreement, made and entered into on **June 1, 2007**, by and between **MICHAEL J. NEWBERRY and wife, CAROL A. NEWBERRY**, whose address is 2838 County Road 138, Kenedy, TX 78119, hereinafter referred to as "Lessor", whether one or more, and **ENDURING RESOURCES, LLC**, whose address is 475 17th Street, Suite 1500, Denver, CO 80202, hereinafter referred to as "Lessee".

WITNESSETH:

Lessor and Lessee have this day entered into an Oil, Gas and Mineral Lease ("Lease") covering the following described lands located in Karnes County, Texas (the "lands"), to wit:

DESCRIPTION:

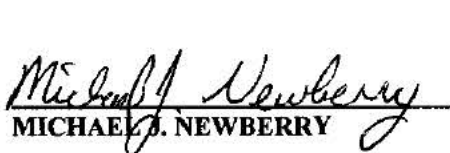
29.90 acres of land, more or less, in the Carlos Martinez Fifteen League Grant, Abstract 6, Karnes County, Texas, being all that certain 34.90 acres of land, more particularly described in that certain deed dated January 31, 1950, from Mrs. Eulalia Tullis Turner, et al to Wade Newberry, recorded in Volume 190, Page 408 of the Deed Records of Karnes County, Texas, LESS AND EXCEPT that certain 5.00 acres of land, more or less, more particularly described in that certain deed dated August 1, 1987, from Wade C. Newberry, by his Attorney-in-Fact, Lydia A. Newberry and wife, Lydia A. Newberry to Dollie E. Vickery, recorded in Volume 574, Page 393 of the Deed Records of Karnes County, Texas, to which references are herein made for a more complete description.

The Oil, Gas and Mineral Lease has a primary term of three (3) years from the effective date of said Lease, 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 said Oil, Gas and Mineral Lease of even date herewith to which reference is hereby made for all purposes including further description of the terms, provisions and conditions of said Lease. This instrument is executed and recorded solely for the purpose of affording notice of the existence of such Lease and shall not amend, alter or otherwise affect the terms, provisions and conditions of said Lease.

The purpose of this Memorandum is to evidence the existence of said Oil, Gas and Mineral Lease and this Memorandum is recorded in lieu of filing said Oil, Gas and Mineral Lease for record in the Official Records of Karnes County, Texas, so as to avoid unduly encumbering such records. The Oil, Gas and Mineral Lease and this Memorandum of Oil, Gas and Mineral Lease shall be binding upon Lessor and their respective heirs, successors, representatives and assigns.

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

LESSOR:

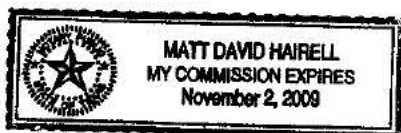

MICHAEL J. NEWBERRY



CAROL A. NEWBERRY

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Karnes §

This instrument was acknowledged before me on this the 6 day of June, 2007, by **MICHAEL J. NEWBERRY**.




Notary Public, State of Texas
My Commission Expires: Nov. 2, 2009

Adod&Not-PU 02/01/04
854/006-001-M13/RG, bg

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Karnes §

This instrument was acknowledged before me on this the 6 day of June, 2007, by
CAROL A. NEWBERRY.



Matt David Hairell
Notary Public, State of Texas
My Commission Expires: Nov. 2, 2006

Filed for Record in:
Karnes County

On: Oct 15, 2007 at 04:36P

As a:
Recording Official Record

Document Number: 00076929

Amount: 20.00

Receipt Number - 13938
By:
Marilyn Bednorz

STATE OF TEXAS COUNTY OF KARNES
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:
Karnes County
as stamped hereon by me.
Oct 15, 2007

Honorable Alva Jonas, County Clerk
Karnes County

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

After filing please return to
Pamela Schoeneberg
P.O. Box 849
Hallettsville, TX 77964

Adod&Not-PU 02/01/04
854/006-001-M06/RG, bg

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

STATE OF TEXAS §
COUNTY OF KARNES §

This Agreement, made and entered into on **June 1, 2007**, but effective as of _____ day of _____, the date that the Sam A. May Unit is dissolved, by and between **MICHAEL J. NEWBERRY and wife, CAROL A. NEWBERRY**, whose address is 2838 County Road 138, Kenedy, TX 78119, hereinafter referred to as "Lessor", whether one or more, and **ALLAN EXPLORATION**, whose address is P. O. Box 5047, Katy, TX 77491-5047, hereinafter referred to as "Lessee".

WITNESSETH:

Lessor and Lessee have this day entered into an Oil, Gas and Mineral Lease ("Lease") covering the following described lands located in Karnes County, Texas (the "lands"), to wit:

DESCRIPTION:

32.60 acres of land, more or less, in the Carlos Martinez Fifteen League Grant, Abstract 6, Karnes County, Texas, being more particularly described in that certain deed dated July 8, 1981, from Billy H. Rix and wife, Charlotte Rix to Harvey L. Turnipseed and wife, Virginia Nell Turnipseed, recorded in Volume 517, Page 970 of the Deed Records of Karnes County, Texas, to which reference is herein made for a more complete description.

The Oil, Gas and Mineral Lease has a primary term of three (3) years from the effective date of said Lease, 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 said Oil, Gas and Mineral Lease of even date herewith to which reference is hereby made for all purposes including further description of the terms, provisions and conditions of said Lease. This instrument is executed and recorded solely for the purpose of affording notice of the existence of such Lease and shall not amend, alter or otherwise affect the terms, provisions and conditions of said Lease.

The purpose of this Memorandum is to evidence the existence of said Oil, Gas and Mineral Lease and this Memorandum is recorded in lieu of filing said Oil, Gas and Mineral Lease for record in the Official Records of Karnes County, Texas, so as to avoid unduly encumbering such records. The Oil, Gas and Mineral Lease and this Memorandum of Oil, Gas and Mineral Lease shall be binding upon Lessor and their respective heirs, successors, representatives and assigns.

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

LESSOR:

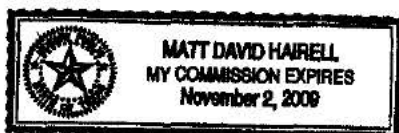
Michael J. Newberry
MICHAEL J. NEWBERRY

Carol A. Newberry
CAROL A. NEWBERRY

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Karnes §

This instrument was acknowledged before me on this the 6 day of June, 2007, by **MICHAEL J. NEWBERRY**.



Matt David Hairell
Notary Public, State of Texas
My Commission Expires: Nov. 2, 2009

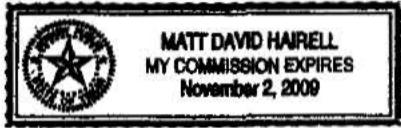
00080655 Bk OR Vol 884 Pg 405

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854/006-001-M06/RG, bg

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Karnes §

This instrument was acknowledged before me on this the 6 day of June, 2007, by
CAROL A. NEWBERRY.



Matt David Hairell
Notary Public, State of Texas
My Commission Expires: Nov. 2, 2009

Filed for Record in:
Karnes County
On: Oct 01, 2008 at 09:52A
As at
Recording Official Record
Document Number: 00080655
Amount: 20.00
Receipt Number - 18513
By,
Erica Gutierrez

STATE OF TEXAS COUNTY OF KARNES
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:
Karnes County
as stamped hereon by me.
Oct 01, 2008

Aiva Jones, County Clerk
Karnes County

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

After filing please return to
Pamela Schoeneberg
P.O. Box 849
Hallettsville, TX 77964

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.

REVIVOR EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF KARNES §

LESSOR: MICHAEL J. NEWBERRY and wife, CAROL A. NEWBERRY
2838 County Road 138, Kenedy, TX 78119

ORIGINAL LESSEE/
ASSIGNOR: ENDURING RESOURCES, LLC
475 17th Street, Suite 1500, Denver, CO 80202

ASSIGNEE: TALISMAN ENERGY USA INC.
4 Waterway Square Place, Suite 600, The Woodlands, Texas
77380

STATOIL TEXAS ONSHORE PROPERTIES LLC
2101 City West Boulevard, Suite 800, Houston, Texas 77042

DATE OF LEASE: September 16, 2009

RECORDING INFORMATION: Volume 908, pages 285, Official Records of Karnes
County, Texas

LEASED PREMISES:
32.60 acres of land, more or less, in the Carlos Martinez Fifteen League Grant, Abstract 6, Karnes County, Texas, being more particularly described in that certain deed dated July 8, 1981, from Billy H. Rix and wife, Charlott Rix to Harvey L. Turnipseed and wife, Virginia Nell Turnipseed, recorded in Volume 517, Page 970 of the Deed Records of Karnes County, Texas, to which reference is herein made for a more complete description.

WHEREAS, the Oil, Gas and Mineral Lease described above (the "Lease") terminated pursuant to its own terms and Lessor and Assignee desire to revive the Lease and extend the term of the Lease.

NOW, THEREFORE, the undersigned Lessor, whether one or more, for and in consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged GRANTS, LEASES and LETS the lands covered under the Lease to Assignee, and furthermore, does hereby agree that the Lease is hereby revived, adopted, ratified and confirmed and the undersigned recognizes the full validity of same and that the original term of said lease be and is hereby extended three (3) additional years from the expiration date of the lease, with the same force and effect as if such extended term had been originally expressed in such Lease, subject, however, in all other respects, to the provisions and conditions of said Lease as originally executed.

NOW, THEREFORE, the undersigned Lessor, whether one or more, for and in consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged GRANTS, LEASES and LETS the lands covered under the Lease

to Assignee, and furthermore, does hereby agree to insert the following phrase in the Addendum of the Lease:

18. If Lessee drills a well on the leased premises, Lessee shall pay to the Lessor the sum of \$10,000.00 as payment for surface damages based upon usage by the Lessee of not more than four (4) acres including the right of ingress and egress of said land. It further being understood this does not preclude the Lessee for being liable for additional damages to the Lessor. If value of such damages exceeds \$10,000.00 or Lessee is using more than four (4) acres including the right of ingress and egress for its operations, any additional acre(s) used by the Lessee shall accrue damages to the Lessor which shall be calculated on the basis of \$4,000.00 per acre. None of these damages included in the location damages provision shall include damages resulting from laying a pipeline, such damages would be addition to such payment.

This Revivor Extension shall extend to and bind the undersigned and their respective heirs, successors, assigns, administrators, executors and legal representatives. The filing of this instrument for record by Lessee or their successors and assigns, shall constitute and acceptance thereof by Lessee or their successor and assigns.

IN WITNESS WHEREOF, this instrument is executed on this 7TH day of ~~October~~ ^{NOVEMBER}, 2012.

LESSORS

Michael J. Newberry
MICHAEL J. NEWBERRY

Carol A. Newberry
CAROL A. NEWBERRY

LESSEES

TALISMAN ENERGY USA INC.

STATOIL TEXAS ONSHORE
PROPERTIES LLC

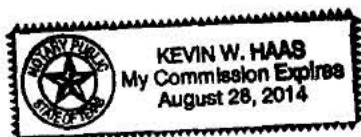
By: [Signature]
Darin A. Zanovich
Attorney-in-Fact *dk*
Title: _____

By: [Signature]
R. Keith Turner - Land Mgr.
Authorized Person
Title: _____

STATE OF TEXAS §
 §
COUNTY OF KARNES §

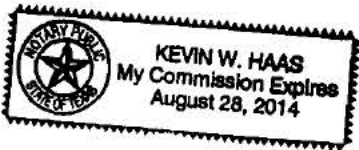
This instrument was acknowledged before me on this the 7TH day of ~~October~~ ^{November}, 2012, by MICHAEL J. NEWBERRY.

[Signature]
Notary Public, State of Texas
My Commission Expires: 8/28/14



STATE OF TEXAS §
§
COUNTY OF KARNES §

This instrument was acknowledged before me on this the 7th day of ~~October~~ ^{November}, 2012, by CAROL A. NEWBERRY.



Kevin W. Haas
Notary Public, State of Texas
My Commission Expires: 8/28/14

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

The foregoing instrument was acknowledged before me this the 11th day of January, 2013, by Darin A. Zanovich, Attorney-in-Fact, on behalf of Talisman Energy USA INC.



Kathleen F. Denzer
Notary Public, State of Texas
My Commission Expires: 4-11-2016

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this the 14th day of January, 2013, by B. Keith Turner, Authorized Person on behalf of Statoil Texas Onshore Properties LLC.

Kyle Lopez
Notary Public, State of Texas
My Commission Expires: 1/5/2017



00119818 Bk OR Vol 1099 Pg 857

Filed for Record in:
Karnes County

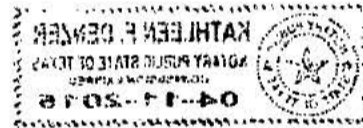
On: Feb 08, 2013 at 09:20A

As a:
Recording Official Record

Document Number: 00119818

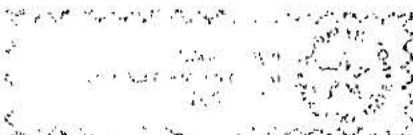
Amount: 24.00

Receipt Number - 63144
By
Vanessa Villanueva



STATE OF TEXAS COUNTY OF KARNES
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:
Karnes County
as stamped hereon by me.
Feb 08, 2013

Carol Swize, Karnes County Clerk
Karnes County



Adod&Not-PU 02/01/04
854/006-001-M05/RG, bg

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

STATE OF TEXAS §
COUNTY OF KARNES §

This Agreement, made and entered into on June 1, 2007, by and between **MICHAEL J. NEWBERRY**, dealing in his sole and separate property, whose address is 2838 County Road 138, Kenedy, TX 78119, hereinafter referred to as "Lessor", whether one or more, and **ENDURING RESOURCES, LLC**, whose address is 475 17th Street, Suite 1500, Denver, CO 80202, hereinafter referred to as "Lessee".

WITNESSETH:

Lessor and Lessee have this day entered into an Oil, Gas and Mineral Lease ("Lease") covering the following described lands located in Karnes County, Texas (the "lands"), to wit:

DESCRIPTION:


28.80 acres of land, more or less, in the Carlos Martinez Fifteen League Grant, Abstract 6, Karnes County, Texas, being more particularly described in that certain deed dated January 1, 1997, from Dorothy Samsel, formerly known as Dorothy Samsel Newberry Richard and Dorothy Samsel Newberry, a feme sole to Michael J. Newberry and Rebecca Newberry Landry, recorded in Volume 694, Page 476 of the Official Records of Karnes County, Texas, to which reference is herein made for a more complete description.

The Oil, Gas and Mineral Lease has a primary term of three (3) years from the effective date of said Lease, 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 said Oil, Gas and Mineral Lease of even date herewith to which reference is hereby made for all purposes including further description of the terms, provisions and conditions of said Lease. This instrument is executed and recorded solely for the purpose of affording notice of the existence of such Lease and shall not amend, alter or otherwise affect the terms, provisions and conditions of said Lease.

The purpose of this Memorandum is to evidence the existence of said Oil, Gas and Mineral Lease and this Memorandum is recorded in lieu of filing said Oil, Gas and Mineral Lease for record in the Official Records of Karnes County, Texas, so as to avoid unduly encumbering such records. The Oil, Gas and Mineral Lease and this Memorandum of Oil, Gas and Mineral Lease shall be binding upon Lessor and their respective heirs, successors, representatives and assigns.

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

LESSOR:

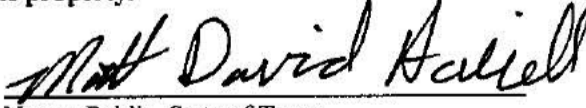


MICHAEL J. NEWBERRY, dealing in his sole and separate property

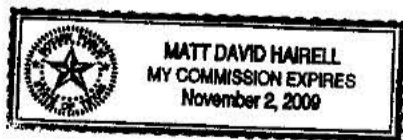
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Karnes §

This instrument was acknowledged before me on this the 6 day of June, 2007, by **MICHAEL J. NEWBERRY**, dealing in his sole and separate property.



Notary Public, State of Texas
My Commission Expires: Nov. 2, 2009



00076928 Bk OR Vol 864 Pg 306

Filed for Record in:
Karnes County

On: Oct 15, 2007 at 04:36P

As a:
Recording Official Record

Document Number: 00076928

Amount: 16.00

Receipt Number - 13938

By:
Marilyn Bednorz

STATE OF TEXAS COUNTY OF KARNES

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:

Karnes County
as stamped hereon by me.
Oct 15, 2007

Honorable Alva Jonas, County Clerk
Karnes County

337/6-1-m05

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.

REVIVOR EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF KARNES §

LESSOR: DOROTHY DAVIDSON, a married woman, dealing in her sole and separate property
 13065 FM 1144, Karnes City, TX 78118

ORIGINAL LESSEE/
ASSIGNOR: ENDURING RESOURCES, LLC
 475 17th Street, Suite 1500, Denver, CO 80202

ASSIGNEE: TALISMAN ENERGY USA INC.
 4 Waterway Square Place, Suite 600, The Woodlands, Texas 77380

 STATOIL TEXAS ONSHORE PROPERTIES LLC
 2101 City West Boulevard, Suite 800, Houston, Texas 77042

DATE OF LEASE: September 16, 2009

RECORDING INFORMATION: Volume 908, pages 287, Official Records of Karnes County, Texas

LEASED PREMISES:
28.80 acres of land, more or less, in the Carlos Martinez Fifteen League Grant, Abstract 6, Karnes County, Texas, being more particularly described in that certain deed dated January 1, 1997, from Dorothy Samsel, formerly known as Dorothy Samsel Newberry Richard and Dorothy Samsel Newberry, a feme sole, to Michael J. Newberry and Rebecca Newberry Landry, recorded in Volume 694, Page 476 of the Official Records of Karnes County, Texas, to which reference is herein made for a more complete description.

WHEREAS, per Affidavit of Heirship for Dorothy Lydia Samsel Davidson, recorded in Volume 978, Page 742 of Official Records of Karnes County, Texas, Dorothy Lydia Samsel Davison died December 23, 2010 intestate with Leonard Scott Davidson, surviving husband, Michael J. Newberry and Rebecca Newberry, surviving children, as her only heirs.

WHEREAS, per Mineral Warranty Deed in Volume 978, Page 744 of Official Records in Karnes County, Texas, Leonard Scott Davidson has conveyed the above described acreage to Michael J. Newberry and Rebecca Newberry.

WHEREAS, the Oil, Gas and Mineral Lease described above (the "Lease") terminated pursuant to its own terms and Lessor and Assignee desire to revive the Lease and extend the term of the Lease.

NOW, THEREFORE, the undersigned Lessor, whether one or more, for and in consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged GRANTS, LEASES and LETS the lands covered under the Lease to Assignee, and furthermore, does hereby agree that the Lease is hereby revived, adopted, ratified and confirmed and the undersigned recognizes the full validity of same and that the original term of said lease be and is hereby extended three (3) additional years from the expiration date of the lease, with the same force and effect as if such extended term had been originally expressed in such Lease, subject, however, in all other respects, to the provisions and conditions of said Lease as originally executed.


NOW, THEREFORE, the undersigned Lessor, whether one or more, for and in consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged GRANTS, LEASES and LETS the lands covered under the Lease to Assignee, and furthermore, does hereby agree to insert the following phrase in the Addendum of the Lease:


- 18. If Lessee drills a well on the leased premises, Lessee shall pay to the Lessor the sum of \$15,000.00 as payment for surface damages based upon usage by the Lessee of not more than four (4) acres including the right of ingress and egress of said land. It further being understood this does not preclude the Lessee for being liable for additional damages to the Lessor. If value of such damages exceeds \$15,000.00 or Lessee is using more than four (4) acres including the right of ingress and egress for its operations, any additional acre(s) used by the Lessee shall accrue damages to the Lessor which shall be calculated on the basis of \$4,000.00 per acre. None of these damages included in the location damages provision shall include damages resulting from laying a pipeline, such damages would be addition to such payment.

This Revivor Extension of the Oil, Gas and Mineral Lease may be executed as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one Agreement. Should less than all of the named Lessors execute this Revivor Extension of the Oil, Gas and Mineral Lease, it shall be binding on those who sign.

IN WITNESS WHEREOF, this instrument is executed on this 7th day of ~~October~~^{November}, 2012.

LESSORS


MICHAEL J. NEWBERRY, a married man, dealing in his sole and separate property


REBECCA NEWBERRY, a single woman, dealing in her sole and separate property

LESSEES

TALISMAN ENERGY USA INC.

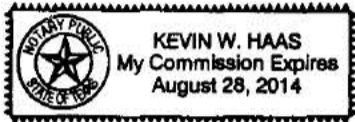
STATOIL TEXAS ONSHORE PROPERTIES LLC

By: 
Title: **Darin A. Zanolich**
Attorney-in-Fact *ck*

By: 
Title: **R. Keith Turner - Land Mgr.**
Authorized Person

STATE OF TEXAS §
 §
COUNTY OF KARNES §

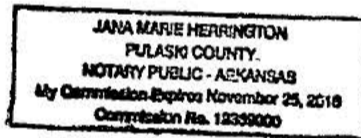
This instrument was acknowledged before me on this the 7th day of ~~October~~ ^{November}, 2012, by MICHAEL J. NEWBERRY, a married man, dealing in his sole and separate property.



Kevin W. Haas
Notary Public, State of Texas
My Commission Expires: 8/28/2014

STATE OF ~~TEXAS~~ §
 ARKANSAS §
COUNTY OF ~~KARNES~~ §
 PULASKI §

This instrument was acknowledged before me on this the 13th day of ~~October~~ ^{November}, 2012, by REBECCA NEWBERRY, a single woman, dealing in her sole and separate property.



Jana Marie Herrington
Notary Public, State of Texas ARKANSAS
My Commission Expires: 11/25/18

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

The foregoing instrument was acknowledged before me this the 11th day of January, 2013 by Darin Zarovich Attorney-in-Fact, on behalf of Talisman Energy USA INC.



Kathleen F. Denzer
Notary Public, State of Texas
My Commission Expires: 4-11-2015

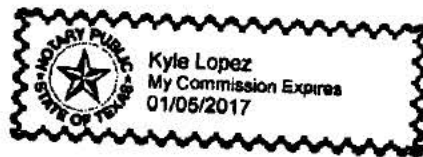
00120200 Bk OR Vol 1102 Pg 136

STATE OF TEXAS §

§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this the 14th day of January, 2013, by R. Keith Turner, Authorized Person on behalf of Statoil Texas Onshore Properties LLC.

Kyle Lopez
Notary Public, State of Texas
My Commission Expires: 1/5/2017



Filed for Record in:
Karnes County
On: Feb 25, 2013 at 01:24P
As a:
Recording Official Record
Document Number: 00120200
Amount: 28.00
Receipt Number - 63638
By:
Vanessa Villanueva

STATE OF TEXAS COUNTY OF KARNES
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:
Karnes County
as stamped hereon by me.
Feb 25, 2013

Carol Swize, Karnes County Clerk
Karnes County

Adod&Not-PU 02/01/04
854/006-001-M15/RG, bg

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

STATE OF TEXAS §
COUNTY OF KARNES §

This Agreement, made and entered into on **June 1, 2007**, by and between **MICHAEL J. NEWBERRY and wife, CAROL A. NEWBERRY**, whose address is 2838 County Road 138, Kenedy, TX 78119, hereinafter referred to as "Lessor", whether one or more, and **ENDURING RESOURCES, LLC**, whose address is 475 17th Street, Suite 1500, Denver, CO 80202, hereinafter referred to as "Lessee".

WITNESSETH:

Lessor and Lessee have this day entered into an Oil, Gas and Mineral Lease ("Lease") covering the following described lands located in Karnes County, Texas (the "lands"), to wit:

DESCRIPTION:


32.00 acres of land, more or less, in the Carlos Martinez Fifteen League Grant, Abstract 6, Karnes County, Texas, being more particularly described in that certain deed dated December 3, 1965, from L. O. Little and wife, Rae I. Little to Wade C. Newberry and Lydia Newberry, recorded in Volume 343, Page 5 of the Deed Records of Karnes County, Texas, to which reference is herein made for a more complete description.


The Oil, Gas and Mineral Lease has a primary term of three (3) years from the effective date of said Lease, 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 said Oil, Gas and Mineral Lease of even date herewith to which reference is hereby made for all purposes including further description of the terms, provisions and conditions of said Lease. This instrument is executed and recorded solely for the purpose of affording notice of the existence of such Lease and shall not amend, alter or otherwise affect the terms, provisions and conditions of said Lease.

The purpose of this Memorandum is to evidence the existence of said Oil, Gas and Mineral Lease and this Memorandum is recorded in lieu of filing said Oil, Gas and Mineral Lease for record in the Official Records of Karnes County, Texas, so as to avoid unduly encumbering such records. The Oil, Gas and Mineral Lease and this Memorandum of Oil, Gas and Mineral Lease shall be binding upon Lessor and their respective heirs, successors, representatives and assigns.

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

LESSOR:


MICHAEL J. NEWBERRY


CAROL A. NEWBERRY

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF VICTORIA §

This instrument was acknowledged before me on this the 7 day of JUNE, 2007, by **MICHAEL J. NEWBERRY**.




Notary Public, State of Texas
My Commission Expires: 8/28/10

Adod&Not-PU 02/01/04
854/006-001-M15/RG, bg

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF VICTORIA §

This instrument was acknowledged before me on this the 7 day of JUNE, 2007, by
CAROL A. NEWBERRY.



Kevin Haas
Notary Public, State of Texas
My Commission Expires: 8/28/10

Filed for Record in:
Karnes County

On: Oct 15, 2007 at 04:36P

As a:
Recording Official Record

Document Number: 00076930

Amount: 20.00

Receipt Number - 13938
By:
Marilyn Bednorz

STATE OF TEXAS COUNTY OF KARNES
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:
Karnes County
as stamped hereon by me.
Oct 15, 2007

Honorable Alva Jonas, County Clerk
Karnes County

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

After filing please return to
Pamela Schoeneberg
P.O. Box 849
Hallettsville, TX 77964