

BEFORE THE INDUSTRIAL COMMISSION
OF THE STATE OF NORTH DAKOTA

CASE NO. 19984
ORDER NO. 22291

IN THE MATTER OF A HEARING CALLED ON A MOTION OF THE COMMISSION TO CONSIDER THE IN THE MATTER OF THE PETITION FOR A RISK PENALTY OF BAYTEX ENERGY USA LTD. REQUESTING AN ORDER AUTHORIZING THE RECOVERY OF A RISK PENALTY FROM CERTAIN NON-PARTICIPATING OWNERS, AS PROVIDED BY NDCC § 38-08-08 IN THE DRILLING AND COMPLETING OF THE PULVERMACHER 34-27-162-99H #1NC WELL LOCATED IN A SPACING UNIT DESCRIBED AS SECTIONS 27 AND 34, T.162N., R.99W., AMBROSE-BAKKEN POOL, DIVIDE COUNTY, ND, PURSUANT TO NDAC § 43-02-03-88.1, AND SUCH OTHER RELIEF AS IS APPROPRIATE.

ORDER OF THE COMMISSION

THE COMMISSION FINDS:

- (1) This cause came on for hearing at 9:00 a.m. on the 28th day of March, 2013.
- (2) Baytex Energy USA Ltd. (Baytex) has filed a petition for a risk penalty before the North Dakota Industrial Commission (Commission) requesting an order authorizing the recovery of a risk penalty from certain non-participating owners, as provided by North Dakota Century Code (NDCC) Section 38-08-08 in the drilling and completing of the Pulvermacher 34-27-162-99H #1NC well located in a spacing unit described as Sections 27 and 34, Township 162 North, Range 99 West (Sections 27 and 34), Ambrose-Bakken Pool, Divide County, North Dakota, pursuant to North Dakota Administrative Code (NDAC) Section 43-02-03-88.1, and such other relief as is appropriate.
- (3) Baytex is the owner of an interest in an oil and gas leasehold estate in a spacing unit for the Ambrose-Bakken Pool described as Sections 27 and 34.
- (4) The Commission makes no findings with regard to the specific acreage or percentage attributed to separately owned tracts or interests.
- (5) NDCC Section 38-08-08 provides that working interest owners in the spacing unit shall pay their share of the reasonable actual cost of drilling and operating the well plus a reasonable

charge for supervision. In addition to such costs and charges, nonparticipating lessees may be required to pay a risk penalty of 200 percent and unleased mineral interest owners may be required to pay a risk penalty of 50 percent of their share of the reasonable actual cost of drilling and completing the well.

(6) Baytex requests an order of the Commission allowing the recovery of a risk penalty from Louise Aalund (Aalund) interests.

(7) Aalund, a mineral interest owner within the spacing unit, did not appear in this matter or object to the risk penalty being assessed against its mineral interest.

(8) Pursuant to NDAC Section 43-02-03-16.3, Baytex sent an invitation to participate in the drilling and completion of the Pulvermacher 34-27-162-99H #1NC well. Baytex provided evidence that the invitation to participate was complete and properly served on Aalund and that Baytex made a good faith offer to lease said minerals.

(9) Pursuant to NDAC Section 43-02-03-16.3, Aalund had 30 days from the date of receiving the invitation to elect to participate in the Pulvermacher 34-27-162-99H #1NC well. Baytex provided evidence that Aalund failed to respond to Baytex's invitation within the 30-day deadline.

(10) The Commission concludes Baytex has complied with NDAC Section 43-02-03-16.3 and the risk penalty may be imposed against Aalund's mineral interest.

(11) This application should be granted in order to prevent waste and protect correlative rights.

IT IS THEREFORE ORDERED:

(1) A risk penalty may be imposed on Louise Aalund's mineral interests for the drilling and completion of the Pulvermacher 34-27-162-99H #1NC well on a spacing unit described as Sections 27 and 34, Township 162 North, Range 99 West, Ambrose-Bakken Pool, Divide County, North Dakota, pursuant to NDCC Section 38-08-08 and NDAC Section 43-02-03-16.3.

(2) This order shall not determine or establish the specific acreage to be attributed to separately owned tracts, or specific interests attributed to separately owned interests.

(3) This order shall be effective from the date of first operations, and shall remain in full force and effect until further order of the Commission.

Dated this 24th day of February, 2014.

**INDUSTRIAL COMMISSION
STATE OF NORTH DAKOTA**

By the Director, on behalf of the Commission

/s/ Lynn D. Helms, Director

SFN 5729


STATE OF NORTH DAKOTA

AFFIDAVIT OF MAILING

COUNTY OF BURLEIGH

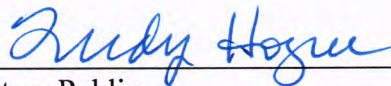
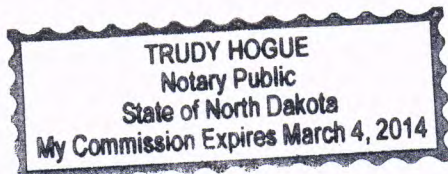
I, Belinda Dickson, being duly sworn upon oath, depose and say: That on the 3rd day of March, 2014 enclosed in separate envelopes true and correct copies of the attached Order No. 22291 of the North Dakota Industrial Commission, and deposited the same with the United States Postal Service in Bismarck, North Dakota, with postage thereon fully paid, directed to the following persons by the Industrial Commission in Case No. 19984:

LAWRENCE BENDER
FREDRIKSON & BYRON
PO BOX 1855
BISMARCK ND 58502



Belinda Dickson
Oil & Gas Division

On this 3rd day of March, 2014 before me personally appeared Belinda Dickson to me known as the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Notary Public
State of North Dakota, County of Burleigh

Fredrikson

& BYRON, P.A.

June 25, 2013

Mr. Bruce Hicks
Assistant Director
North Dakota Industrial Commission
Oil and Gas Division
600 East Boulevard
Bismarck, North Dakota 58505-0310



**RE: CASE NO. 19984
BAYTEX ENERGY USA LTD.**

Dear Mr. Hicks:

Please find enclosed herewith for filing, a copy of the certified mail return receipt in the above matter.

Should you have any questions, please advise.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Bender".

LAWRENCE BENDER

LB/se

Enclosure

6695690_1.DOC

Attorneys & Advisors
main 701.221.4020
fax 701.221.4040
www.fredlaw.com

Fredrikson & Byron, P.A.
200 North Third Street, Suite 150
Bismarck, North Dakota
58501-3879

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Louise Aalund
P.O. Box 258
Crook, ND 58730

Baytex Pulvermacher INC

2. Article Number

(Transfer from service)

7012 3460 0001 9165 2401

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Judy L Meyer* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Judy L Meyer

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

PO Box 258

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15



12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

FEB 2013
RECEIVED
ND OIL & GAS
DIVISION

CASE

That Sections 27 and 34 constitute the spacing unit for the Pulvermacher 34-27-162-99H 1NC well in the Ambrose-Bakken Pool.

4.

That an application was filed and Order No. 21019 was entered on October 9, 2012, pooling all the interests in a spacing unit for the Ambrose-Bakken Pool and described as all of Sections 27 and 34.

5.

That Section 38-08-08(3) of the North Dakota Century Code provides that if an owner of an interest in a spacing unit elects not to participate in the risk and cost of drilling a well, the owner paying for the nonparticipating owner's share of the drilling and operation of a well may recover from the nonparticipating owner a risk penalty involved in drilling the well.

6.

That the following owner has elected not to participate in the drilling and completion operations of the Pulvermacher 34-27-162-99H 1NC well:

(a) Louise Aalund

7.

That the interests of the above-referenced owner are unleased.

8.

That Baytex made a good faith attempt to have the above-referenced owner execute an oil and gas lease but was unsuccessful.

9.

That a well proposal was forwarded to the above-referenced owner and said owner failed or refused to respond to the same, or elected not to participate.

10.

That the Pulvermacher 34-27-162-99H 1NC well was spud on November 13, 2012.

11.

That Baytex therefore requests that the Commission enter its order authorizing the recovery of a risk penalty from certain non-participating owners, as provided by N.D.C.C. § 38-08-08 in the drilling and completing of the Pulvermacher 34-27-162-99H 1NC well located in a spacing unit described as Sections 27 and 34, Township 162 North, Range 99 West, Ambrose-Bakken Pool, Divide County, North Dakota, pursuant to N.D.A.C. § 43-02-03-88.1 and such other and further relief as is appropriate.

WHEREFORE, Baytex requests the following:

- (a) That this matter be set for the regularly scheduled March 2013 hearings of the Commission;
- (b) That pursuant to Section 43-02-03-88.2 of the North Dakota Administrative Code, Baytex's witnesses in this matter be allowed to participate by telephonic means; and
- (c) That thereafter the Commission issue an order granting the relief requested and such other and further relief as the Commission may deem appropriate.

DATED this 21st day of February, 2013.

FREDRIKSON & BYRON, P.A.


By 

LAWRENCE BENDER, ND Bar #03908
Attorneys for Applicant
Baytex Energy USA Ltd.
200 North 3rd Street, Suite 150
Post Office Box 1855
Bismarck, North Dakota 58502-1855
701-221-4020

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF BURLEIGH)

LAWRENCE BENDER, being first duly sworn on oath, deposes and says that he is the attorney for the applicant named herein, that he has read the foregoing application, knows the contents thereof, and that the same is true to the best of this affiant's knowledge and belief.

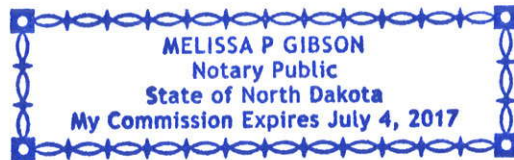
best of this affiant's knowledge and belief.



LAWRENCE BENDER

Subscribed and sworn to before me this 21st day of February, 2013.

Melissa P. Gibran
Notary Public



BEFORE THE INDUSTRIAL COMMISSION
OF THE STATE OF NORTH DAKOTA



CASE NO. _____

In the matter of the petition for a risk penalty of Baytex Energy USA Ltd. requesting an order authorizing the recovery of a risk penalty from certain non-participating owners, as provided by NDCC § 38 08 08 in the drilling and completing of the Pulvermacher 34-27-162-99H 1NC well located in a spacing unit described as Sections 27 and 34, Township 162 North, Range 99 West, Ambrose-Bakken Pool, Divide County, North Dakota, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

NOTICE OF HEARING

PLEASE TAKE NOTICE that Baytex Energy USA Ltd. filed the above-referenced application with the North Dakota Industrial Commission.

A hearing will be held at 9:00 a.m. on March 28, 2013 at the Department of Mineral Resources Conference Room, Oil and Gas Division, 1000 East Calgary Avenue, Bismarck, North Dakota, to consider the request of Baytex Energy USA Ltd.

As noted in the attached application, the applicant is requesting the authority to impose a risk penalty against any nonparticipating owner electing not to participate in the drilling of the contemplated well. Any nonparticipating owner may object to the risk penalty by responding in opposition to the application. In the event a nonparticipating owner objects, the applicant reserves the right to request a continuance to the next regularly scheduled hearing to allow sufficient time to respond to the objection.

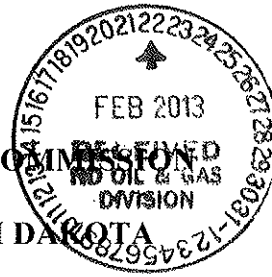
DATED this 21st day of February, 2013.

FREDRIKSON & BYRON, P.A.

By 

LAWRENCE BENDER, ND Bar #03908
Attorneys for Applicant,
Baytex Energy USA Ltd.
200 North 3rd Street, Suite 150
Post Office Box 1855
Bismarck, ND 58502-1855
701-221-4020 5321494_1.DOC

BEFORE THE INDUSTRIAL COMMISSION
OF THE STATE OF NORTH DAKOTA



CASE NO. _____

In the matter of the petition for a risk penalty of Baytex Energy USA Ltd. requesting an order authorizing the recovery of a risk penalty from certain non-participating owners, as provided by NDCC § 38 08 08 in the drilling and completing of the Pulvermacher 34-27-162-99H 1NC well located in a spacing unit described as Sections 27 and 34, Township 162 North, Range 99 West, Ambrose-Bakken Pool, Divide County, North Dakota, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

AFFIDAVIT OF LEE ZINK

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Lee Zink, being first duly sworn, deposes and states as follows:

1.

That I am a Landman for Baytex Energy USA Ltd., 600 17th Street, Suite 1600 S., Denver, Colorado 80202, the applicant in the above-entitled matter.

2.

That in the course of my work as a Landman for Baytex Energy USA Ltd., I have become familiar with the mineral ownership and leasehold ownership in and under all of Sections 27 and 34, Township 162 North, Range 99 West, Divide County, North Dakota ("Sections 27 and 34"). I am also familiar with all the oil and gas operations which have been conducted by Baytex Energy USA Ltd. on the above-described lands.

3.

That Baytex Energy USA Ltd. is an owner of an interest in the oil and gas leasehold estate in Sections 27 and 34.

4.

That there are separately owned tracts or interests in mineral estate and/or leasehold estate in Sections 27 and 34.

5.

That Sections 27 and 34 have been designated as the spacing unit for the Pulvermacher 34-27-162-99H 1NC well in the Ambrose-Bakken Pool.

6.

That Order No. 21019 entered in Case No. 18717 dated October 9, 2012, pools all interests in a spacing unit for the Ambrose-Bakken Pool described as Sections 27 and 34.

7.

That the following owner has elected not to participate in the drilling and completion operations of the Pulvermacher 34-27-162-99H 1NC:

(a) Louise Aalund

8.

That the interests of the above-referenced owner are unleased.

9.

That Baytex Energy USA Ltd. made a good faith attempt to have Louise Aalund execute an oil and gas lease. On June 1, 2012, Irish Oil & Gas Inc. mailed Louise Aalund a lease offer at P.O. Box 258, Crosby, ND 58730. See **Exhibit A**. Although Baytex Energy USA Ltd. made a good-faith attempt to lease the interests of Louise Aalund, those efforts were unsuccessful.

10.

That Baytex Energy USA Ltd. forwarded a well proposal for the Pulvermacher 34-27-162-99H 1NC well to Louise Aalund on November 12, 2012, at P.O. Box 258, Crosby, ND 58730. That attached hereto as **Exhibit B** is a true and correct copy of the well proposal that Baytex Energy USA Ltd. forwarded to Louise Aalund November 12, 2012.

11.

That Louise Aalund received the well proposal that Baytex Energy USA Ltd. forwarded on November 12, 2012. That attached hereto as **Exhibit C** is a true and correct copy of the certified mail return receipt proving Louise Aalund received the well proposal.

12.

That the well proposal stated that Louise Aalund had thirty (30) days from the receipt of the well proposal to accept or reject the well proposal. See **Exhibit B**. The well proposal provided that Baytex Energy USA Ltd. would be seeking recovery of a risk penalty from all nonparticipating owners as provided by North Dakota law. See **Exhibit B**. The well proposal further stated that any nonparticipating owner may object to the risk penalty by either responding in opposition to the petition, or if no such petition has been filed, by filing a request for hearing with the Commission. See **Exhibit B**.

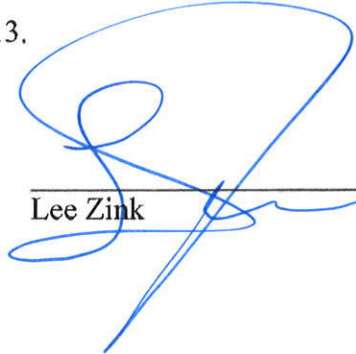
13.

That Louise Aalund did not respond to the well proposal forwarded on November 12, 2012 and therefore elected not to participate in the well at issue. Accordingly, Baytex Energy USA Ltd. is seeking and is entitled to a risk penalty against the interests of Louise Aalund.

14.

That the Pulvermacher 34-27-162-99H 1NC well was spud on November 13, 2012.

DATED this 19th day of February, 2013.



Lee Zink

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of February, 2013 by Lee Zink, Landman, of Baytex Energy USA Ltd.





Notary Public
My Commission Expires: 12/15/13



June 1, 2012

Louise Aalund
PO Box 258
Crosby, N D 58730

Subject: Township 162N, Range 99W
Section 34: E2
Divide County, North Dakota
CERTIFIED US MAIL RETURN RECEIPT
7011 3500 0000 1111 0768

Dear Louise,

Irish Oil & Gas, Inc., on behalf of Baytex Energy USA Ltd. has enclosed for your review the following items. Upon your approval, please proceed as instructed.

- ___ **Two originals (and a copy) of an oil and gas lease:** On the second page of the lease, please sign the two original oil and gas leases on the signature line above your name. Be sure to sign exactly as your name is typed in the presence of a Notary Public. I have partially filled out the acknowledgment your notary should use
- ___ **One Bank draft in the amount of \$128,000.00:** Endorse the back of the green draft and detach the top portion.
- ___ **Partially filled out W-9 Form:** Please fill in Soc Sec. #, Sign and Date.
- ___ **Self-addressed return envelope addressed to "Irish Oil & Gas, Inc."** Please return the two executed oil and gas leases, the top portion of the green draft and the W-9 Form in the envelope addressed to "Irish Oil & Gas, Inc."

The oil and gas lease and draft marked "Copy" are for your records. If you have any questions, please feel free to call me directly at (701) 226-7987.

Thank you in advance for your early attention to this matter, it is most appreciated.

Sincerely yours,
Irish Oil & Gas, Inc.

N. Scott Schafer
Landman

NEVADA OFFICE
2533 North Carson Street, Suite 6168
Carson City, Nevada 89706
775.841.1257

WILLISTON BASIN OFFICE
925 Basin Avenue • P.O. Box 2356
Bismarck, North Dakota 58502
701.751.3141

UTAH OFFICE
2825 East Cottonwood Parkway, Suite #500
Salt Lake City, Utah 84121
801.990.3309

EXHIBIT A

THIS IS A COLLECTION ITEM
NOT A CASH ITEM
COLLECT DIRECTLY THROUGH

CUSTOMER'S DRAFT - with privilege of Re-Draft

ATTN: COLLECTION DEPT.

Irish Oil & Gas, Inc.

PO BOX 2356, Bismarck, North Dakota 58502

DATE: June 1, 2012

Paid Forty Five (45) Days After Sight and Subject to Approval of Title

Louise Aalund

Pay to the PO Box 258

Order of Crosby, ND 58730

\$128,000.00

One Hundred Twenty Eight Thousand and 00/100DOLLARS

With Exchange

Consideration for Full consideration for a PD-UP OGL dated June 1, 2012, covering lands located in Divide County, North Dakota

TO: IRISH OIL & GAS, INC.

PO BOX 2356

BISMARCK, NORTH DAKOTA 58502

N. Scott Schafer, Agent

Prospect: Baytex

DETACH BEFORE PRESENTING FOR PAYMENT

Description:

Township 162N, Range 99W
Section 34: E2

County	Divide
State	North Dakota
Gross Acres	320.00
Net Acres	160.00
Term	1 Year
Bonus	\$800/NMA
Royalty	3/16

This Draft represents 100% of total Bonus.

IRISH OIL & GAS, INC.

PO BOX 2356

BISMARCK, NORTH DAKOTA 58502

Return To:
Irish Oil & Gas, Inc.
PO Box 2356
Bismarck, ND 58502

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG
Rev. 9-09 IOG
Rev. 1-10 IOG

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of June, 2012, by and between Louise Aalund, a single woman, whose address is PO Box 258, Crosby, ND 58730, hereinafter called Lessor (whether one or more) and Baytex Energy USA Ltd., whose address is 600 17th Street, Suite 1600 S. Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That Lessor, in consideration of TEN DOLLARS plus (\$10.00+) cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted demised, leased and let, and by these presents does grant, demise, lease and let exclusive right for the purpose of mining, drilling, exploring by geophysical and other methods, and operating for and producing there from oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipelines and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Divide, State of North Dakota, described as follows, to-wit:

Township 162 North, Range 99 West, 5th P.M.
Section 34: E2

*** Any reference to a Lessor's royalty of "one-eighth (1/8th)" is hereby changed to a Lessor's royalty of "Three-Sixteenth (3/16)"**

In addition to the lands described above, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located. In the event that the Lessor shall acquire lands in addition to those described above for the above stated reasons, Lessee shall pay to Lessor the same bonus and royalty for said lands as was paid for the lands described above.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 320.00 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of one (1) year from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within one hundred eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas, then this lease shall not terminate so long as such well is shut in. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render Lessee liable for the amount due but it shall not operate to terminate the lease.

5. If said Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth.

8. No well shall be drilled nearer than 500 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of the Lessor and Lessee hereunder may be assigned in whole or in part. No change of ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary of advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental agency and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalty payments to be made hereunder to Lessor, be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. When drilling, production or other operations are directly and proximately delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport or furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

17. In the event Lessor considers that Lessee has not complied with all of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee and Lessee has not taken the appropriate action to remedy the alleged breach. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and Lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

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

Louise Aalund

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF North Dakota }
COUNTY OF Divide }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ____ day of June, 2012, personally appeared Louise Aalund, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

Notary
Public
Address

BAYTEX
ENERGY USA LTD



November 12, 2012

*Via Certified Mail #
7011 3500 0001 2253 1926*

Louise A Aalund
P.O. Box 258
Crosby, ND 58730

RE: Pulvermacher 34-27-162-99H 1NC Well Proposal
Sections 27 and 34, T162N-R99W
Divide County, North Dakota

Ladies and Gentlemen:

This letter will serve as notice, pursuant to the provisions of Section 38-08-08 of the North Dakota Century Code and Section 43-02-03-16.3 of the North Dakota Administrative Code, of the plans of Baytex Energy USA Ltd. ("Baytex") to drill the above-referenced well. As the owner of unleased mineral interest in and under the above-described lands, Baytex proposes the following:

1. Baytex proposes to drill the Pulvermacher 34-27-162-99H 1NC well located in the SE/4SW/4 of Section 34, Township 162 North, Range 99 West, Divide County, North Dakota. Baytex proposes to drill a single horizontal lateral well to test the Three Forks formation within the Ambrose-Bakken Pool as defined by the North Dakota Industrial Commission.

2. As set forth in the enclosed AFE for the Pulvermacher 34-27-162-99H 1NC well, the estimated drilling, completing, and equipping well costs are \$7,028,540.00.

3. Baytex has secured a rig and has plans to spud the Pulvermacher 34-27-162-99H 1NC well on or about January 5, 2013.

4. Each working interest owner (unleased mineral owner) has thirty (30) days from receipt of this letter to accept or reject this well proposal. Baytex's records indicate that you own a 12.5% working interest in the proposed well. If you accept this well proposal and elect to participate in the drilling of the Pulvermacher 34-27-162-99H 1NC well, please so indicate by executing the enclosed AFE and returning a copy of the AFE to the undersigned on or before thirty (30) days from the receipt of this letter.

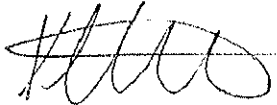
5. If you elect not to participate in the proposed operation as outlined herein, please so indicate by marking the appropriate space provided below, executing this letter and returning it to Baytex on or before thirty (30) days from the receipt of this letter. Please take notice that in the event any owner offered an opportunity to participate hereby

elects not to participate in the operations of the Pulvermacher 34-27-162-99H 1NC well, the participating owners plan to impose a risk penalty as provided by North Dakota law. Any nonparticipating owner may object to the risk penalty by either responding in opposition to the petition for a risk penalty, or if no such petition has been filed, by filing an application or request for hearing with the North Dakota Industrial Commission.

6. If you would rather execute an oil and gas lease with Baytex being the lessee, please refer to the offer letter previously sent covering your unleased mineral interest in the proposed spacing unit and the oil and gas lease attached therewith.

If you have any questions, please do not hesitate to contact Lee Zink, Landman for Baytex at (303) 551-6452.

Very truly yours,



Kelly Covington, RL
Land Technician

Well Election

_____ I/We elect to participate in Baytex's Well Proposal of the Pulvermacher 34-27-162-99H 1NC.

_____ I/We elect NOT to participate in Baytex's Well Proposal of the Pulvermacher 34-27-162-99H 1NC.

Insurance Election

_____ I/We elect to be covered under Operator's insurance.

_____ I/We elect NOT to be covered under Operator's insurance (certificate enclosed).

LOUISE A AALUND

By: _____

Date: _____

ENERGY USA LTD

AFE#:	U12030082	Initiated:	8/8/2012
AFE Type:	Drill - DCE	Project Manager:	Melissa Lasley
Field:	BAKKEN-THREE FORKS	District:	U.S.A.
Area:	WILLISTON BASIN	Est. Start Date:	1/5/2013
Well Name:	Pulvermacher 34-27-162-99H 1NC	Est. End Date:	1/30/2013
UWID:	33-023-00887-00-00	Gross Amount:	\$7,028,540.00
Operator:	BAYTEX ENERGY USA LTD.	Mail Ballot#:	
Operator AFE:		Cost Center:	115369

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[illegible][illegible]

Originator: Melissa Lasley		Company: LOUISE A AALUND
Baytex Energy Ltd. Approval	Date	Per:
		Name:
		Title:
		Date:

BAYTEX

ENERGY USA LTD

Cost Estimate
AFE # U12030082
Well: 33-023-00887-00-00

<u>Group / Account</u>	<u>Description</u>	<u>Gross Estimate</u>
INTANGIBLE COMPLETION COSTS		
9250.1036	LEASE & ROAD UPGRADE	\$15,000.00
9250.1100	EQUIPMENT RENTALS	\$120,000.00
9250.1102	POWER, FUEL & WATER HAULING	\$90,000.00
9250.2000	SUPERVISION	\$45,600.00
9250.2010	CONTRACT SERVICES	\$54,000.00
9250.2025	COMMUNICATIONS	\$3,000.00
9250.2505	SITE RESTORATION	\$30,000.00
9250.2510	SAFETY SERVICES	\$7,500.00
9250.3135	POWER TONGS	\$14,000.00
9250.3200	SERVICE RIG	\$150,000.00
9250.3242	CASED HOLE LOGGING	\$11,000.00
9250.3250	FRACTURING	\$950,000.00
9250.3256	COMPLETION FLUIDS	\$40,000.00
9250.3262	PRODUCTION TESTS	\$66,000.00
9250.3266	DISPOSAL COSTS	\$150,000.00
9250.8098	OVERHEAD	\$19,000.00
Subtotal:		\$1,765,100.00

INTANGIBLE DRILLING COSTS

9200.1030	ENTRY FEE & INITIAL CONSIDERATION	\$20,000.00
9200.1032	LICENSE & SURVEY	\$12,000.00
9200.1100	EQUIPMENT RENTALS	\$360,162.00
9200.1102	POWER, FUEL & WATER HAULING	\$223,000.00
9200.1104	TRUCKING & HAULING	\$70,000.00
9200.2000	SUPERVISION	\$108,800.00
9200.2010	CONTRACT SERVICES	\$110,000.00
9200.2020	CONSTRUCTION/LOCATION & ROAD	\$250,000.00
9200.2025	COMMUNICATION	\$36,000.00
9200.2225	LEGAL/TITLE	\$25,000.00
9200.2500	ENVIRONMENTAL SERVICES	\$111,650.00
9200.2510	SAFETY SERVICES	\$50,000.00
9200.3105	CEMENTING SURFACE CASING	\$23,000.00
9200.3110	CEMENTING INTERMEDIATE CASING	\$52,000.00
9200.3125	CASING BOWL	\$37,000.00
9200.3130	RAT HOLE & CONDUCTOR PIPE	\$25,000.00
9200.3135	POWER TONGS	\$50,000.00
9200.3205	DRILLING - DAYWORK	\$701,800.00

9200.3210	DRILLING - METERAGE	\$100,000.00
9200.3215	DRILLING - DIRECTIONAL	\$504,840.00
9200.3231	SUPERVISION - GEOLOGICAL	\$45,600.00
9200.3240	OPEN HOLE LOGGING	\$22,000.00
9200.3250	DRILLING BITS	\$99,000.00
9200.3254	MUD & CHEMICALS	\$215,000.00
9200.3292	RIG MOVE & RACKING COST	\$120,000.00
9200.3294	RIG UP, TEAR OUT & STANDBY	\$105,000.00
9200.5000	INSURANCE	\$2,038.00
9200.8000	MISCELLANEOUS	\$68,000.00
9200.8098	OVERHEAD	\$36,000.00
Subtotal:		\$3,582,890.00

TANGIBLE COMPLETIONS

9300.1036	LEASE & ROAD UPGRADE	\$14,000.00
9300.3260	PRODUCTION CASING & ATTACHMENTS	\$490,000.00
9300.3302	TUBING	\$55,000.00
9300.3304	SUCKER RODS	\$33,000.00
9300.3306	RETRIEVABLE DOWNHOLE EQUIP	\$9,250.00
9300.3310	BOTTOM HOLE PUMPS	\$12,600.00
9300.3312	LINERS & LINER EQUIPMENT	\$52,000.00
9300.3500	WELLHEAD & EQUIPMENT	\$22,000.00
9300.8000	MISCELLANEOUS	\$4,000.00
Subtotal:		\$691,850.00

TANGIBLE DRILLING COSTS

9230.3100	SURFACE CASING & ATTACHMENTS	\$54,000.00
9230.3115	INTERMEDIATE CASING & ATTACHMENTS	\$340,000.00
Subtotal:		\$394,000.00

WELL EQUIPPING COSTS

9340.1036	LEASE & ROAD UPGRADE	\$10,000.00
9340.1100	EQUIPMENT RENTALS	\$5,000.00
9340.1104	TRUCKING & HAULING	\$10,000.00
9340.2000	SUPERVISION	\$5,000.00
9340.2010	CONTRACT SERVICES	\$25,000.00
9340.2030	INSTALLATION & LABOUR	\$30,000.00
9340.2510	SAFETY SERVICES	\$5,000.00
9340.3302	TUBING	\$60,000.00
9340.3304	SUCKER RODS	\$35,000.00
9340.3306	RETRIEVABLE DOWNHOLE EQUIPMENT	\$10,000.00
9340.3308	VALVES & FITTINGS	\$47,000.00
9340.3310	BOTTOMHOLE PUMP	\$15,000.00
9340.3312	LINE PIPE & COATING	\$12,600.00
9340.3410	SUPPLIES & PARTS	\$5,000.00
9340.3420	SURFACE PUMPS	\$5,000.00
9340.3422	PUMPJACK AND BASE	\$135,000.00

9340.3424	ENGINES	\$45,000.00
9340.3432	METERS & INSTRUMENTS	\$5,000.00
9340.3442	TREATERS	\$44,100.00
9340.3450	TANKS	\$61,000.00
9340.3500	WELLHEAD & EQUIPMENT	\$10,000.00
9340.3710	BUILDINGS & FOUNDATIONS	\$15,000.00
Subtotal:		\$594,700.00

Grand Total:	\$7,028,540.00
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OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total		

Sent _____
 Street or PO _____
 City _____

LOUISE A AALUND
 P O BOX 258
 CROSBY, ND 58730

PS Form 3800, August 2000 See Reverse for Instructions

1819202122232425262728293031-1234567891011
 FEB 2013
 RECEIVED
 NO OIL & GAS
 DIVISION

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature x <i>Gudye Allen</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Julia L Meyer</i> C. Date of Delivery <i>11-19-12</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>LOUISE A AALUND P O BOX 258 CROSBY, ND 58730</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 3500 0001 2253 1926</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

EXHIBIT C

BEFORE THE INDUSTRIAL COMMISSION
OF THE STATE OF NORTH DAKOTA



CASE NO. _____

In the matter of the petition for a risk penalty of Baytex Energy USA Ltd. requesting an order authorizing the recovery of a risk penalty from certain non-participating owners, as provided by NDCC § 38 08 08 in the drilling and completing of the Pulvermacher 34-27-162-99H 1NC well located in a spacing unit described as Sections 27 and 34, Township 162 North, Range 99 West, Ambrose-Bakken Pool, Divide County, North Dakota, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the following documents:

1. Petition of Baytex Energy USA Ltd.
2. Notice of Hearing
3. Affidavit of Lee Zink

was on the 21 day of February, 2013 served by placing the same in the United States mail, with postage prepaid, certified mail, return receipt requested, at Bismarck, North Dakota, properly addressed to the following:

Louise Aalund
P.O. Box 258
Crosby, ND 58730

LAWRENCE BENDER

5321495_1.DOC

February 21, 2013

Mr. Bruce Hicks
Assistant Director
NDIC, Oil and Gas Division
600 East Boulevard
Bismarck, ND 58505-0310



**RE: RISK PENALTY PETITION OF
 BAYTEX ENERGY USA LTD.**

Dear Mr. Hicks:

Please find enclosed herewith for filing the following:

1. Petition of Baytex Energy USA Ltd.;
2. Notice of Hearing;
3. Affidavit of Lee Zink; and
4. Certificate of Service.

As you will note, pursuant to N.D. Admin. Code § 43-02-03-88.2, Baytex requests that its witnesses be allowed to participate at the hearing by telephonic means.

Should you have any questions, please advise.

Sincerely,

LAWRENCE BENDER

LB/mpg
Enclosure
cc: Mr. Lee Zink (w/enc.)

5330489_1.DOC

Attorneys & Advisors
main 701.221.4020
fax 701.221.4040
www.fredlaw.com

Fredrikson & Byron, P.A.
200 North Third Street, Suite 150
Bismarck, North Dakota
58501-3879



Affidavit of Publication

State of North Dakota, County of Divide, ss:

I, Cecile L. Krimm, being first duly sworn, on my oath, say that I am the publisher of The Journal, a weekly newspaper of general circulation and official newspaper of Divide County, State of North Dakota, published in the city of Crosby, ND, and that the advertisement headed

NOTICE OF HEARING

N.D. INDUSTRIAL COMMISSION OIL AND GAS DIVISION

a printed copy of which is here attached, was published in The Journal on the following date:

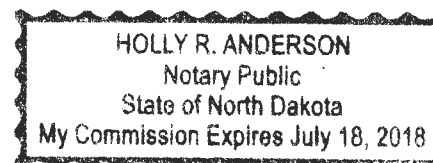
March 13, 2013.....360 lines @ .63 = \$226.80

TOTAL CHARGE.....\$226.80

Signed Cecile L. Krimm
Cecile L. Krimm, Publisher

Subscribed and sworn to before me March 13, 2013

Holly R. Anderson
Notary Public, State of North Dakota



NOTICE OF HEARING **N.D. INDUSTRIAL COMMISSION OIL AND GAS DIVISION**

The North Dakota Industrial Commission will hold a public hearing at 9:00 a.m. Thursday, March 28, 2013, at the N.D. Oil & Gas Division, 1000 East Calgary Ave., Bismarck, N.D.

At the hearing the Commission will receive testimony and exhibits. Persons with any interest in the cases listed below, take notice.

PERSONS WITH DISABILITIES: If at the hearing you need special facilities or assistance, contact the Oil and Gas Division at 701-328-8038 by Friday, March 15, 2013.

STATE OF NORTH DAKOTA TO:

Case No. 19670: (Continued) Application of Continental Resources, Inc. for an order extending the field boundaries and amending the field rules for the Juno, Kimberly, Bakul Noonan, and/or Noonan-Bakken Pools to create and establish four 1280-acre spacing units comprised of Sections 4 and 9, T.162N., R.96W., Sections 4 and 9, Sections 5 and 8, and Sections 16 and 21, T.162N., R.95W., to create and establish four 1920-acre spacing units comprised of Sections 1, 12 and 13, T.162N., R.96W.; Sections 13, 24 and 25, Sections 19, 30 and 31, and Sections 20, 29 and 32, T.162N., R.95W.; and to create and establish two overlapping 1920-acre spacing units comprised of Sections 24, 25 and 36, T.162N., R.96W.; and Sections 6, 7 and 18, T.162N., R.95W., Divide County, ND, authorizing the drilling of one horizontal well on each spacing unit and such other relief as is appropriate.

Case No. 19895: Application for an order amending the field rules for the Ambrose-Bakken Pool, Divide County, ND, to allow the flaring of gas and unrestricted production of oil from wells not connected to a gas gathering facility until the same can be connected and such other relief as is appropriate. Baytex Energy USA Ltd.; Samson Resources Co.

Case No. 19896: Application for an order amending the field rules for the West Ambrose-Bakken Pool, Divide County, ND, to allow the flaring of gas and unrestricted production of oil from wells not connected to a gas gathering facility until the same can be connected and such other relief as is appropriate. Baytex Energy USA Ltd.; Crescent Point Energy U.S. Corp.; Samson Resources Co.

Case No. 19897: Application of Crescent Point Energy U.S. Corp. for an order amending the field rules for the Colgan-Bakken Pool, Divide County, ND, to allow the flaring of gas and unrestricted production of oil from wells not connected to a gas gathering facility until the same can

be connected and such other relief as is appropriate.

Case No. 19906: Application of North Plains Energy, LLC for an order waiving the 1220' setback rule for the first well drilled on the 1280-acre spacing unit described as Sections 3 and 10, T.160N., R.100W., Smoky Butte-Bakken Pool, Divide County, ND, eliminating any tool error setback requirements and such other relief as is appropriate.

Case No. 19907: In the matter of the application of American Eagle Energy Corp. for an order amending the field rules for the Colgan-Bakken Pool, Divide County, ND, to allow the flaring of gas and unrestricted production of wells not connected to a gas gathering facility until the wells can be connected to a gas gathering facility, and such other relief as is appropriate.

Case No. 19968: In the matter of the petition for a risk penalty of Hunt Oil Co. requesting an order authorizing the recovery of a risk penalty from certain non-participating owners, as provided by NDCC § 38-08-08 in the drilling and completing of the Sioux Trail 1-8-SHTF #1 well located in a spacing unit described as Sections 5 and 8, T.160N., R.101W., Fertile Valley and/or Smoky Butte-Bakken Pool, Divide County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 19969: In the matter of the petition for a risk penalty of Hunt Oil Co. requesting an order authorizing the recovery of a risk penalty from certain non-participating owners, as provided by NDCC § 38-08-08 in the drilling and completing of the Sioux Trail #1-1-12H well located in a spacing unit described as Sections 1 and 12, T.160N., R.101W., Fertile Valley and/or Smoky Butte-Bakken Pool, Divide County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 19971: In the matter of the petition for a risk penalty of Hunt Oil Co. requesting an order authorizing the recovery of a risk penalty from certain non-participating owners, as provided by NDCC § 38-08-08 in the drilling and completing of the Alexandria #1-33-28HTF well located in a spacing unit described as Sections 28 and 33, T.161N., R.100W., West Ambrose, Mustard and/or Smoky Butte-Bakken Pool, Divide County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 19980: In the matter of the petition for a risk penalty of Continental Resources, Inc. requesting an order authorizing the recovery of a risk penalty from certain non-

participating owners, as provided by NDCC § 38-08-08 in the drilling and completing of the Rosenvold #1-30H well located in a spacing unit described as Sections 30 and 31, T.160N., R.96W., Hamlet-Bakken Pool, Divide County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 19981: In the matter of the petition for a risk penalty of Continental Resources, Inc. requesting an order authorizing the recovery of a risk penalty from certain non-participating owners, as provided by NDCC § 38-08-08 in the drilling and completing of the Tyler #1-19H well located in a spacing unit described as Sections 18 and 19, T.161N., R.96W., Upland-Bakken Pool, Divide County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 19732: (Continued) Application of Continental Resources, Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 1, 12 and 13, T.162N., R.96W., Juno, Kimberly, Bakul Noonan, and/or Noonan-Bakken Pool, Divide County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 19733: (Continued) Application of Continental Resources, Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests for wells drilled on the overlapping spacing unit described as Sections 24, 25 and 36, T.162N., R.96W., Juno, Kimberly, Bakul Noonan, and/or Noonan-Bakken Pool, Divide County, ND, as provided by NDCC § 38-08-08 but not reallocating production for wells producing on other spacing units and such other relief as is appropriate.

Case No. 19734: (Continued) Application of Continental Resources, Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 4 and 9, T.162N., R.96W., Juno, Kimberly, Bakul Noonan, and/or Noonan-Bakken Pool, Divide County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 19735: (Continued) Application of Continental Resources, Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 4 and 9, T.162N., R.95W., Juno, Kimberly, Bakul Noonan, and/or Noonan-Bakken Pool, Divide County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 19736: (Continued) Application of Continental Resources,

Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 5 and 8, T.162N., R.95W., Juno, Kimberly, Bakul Noonan, and/or Noonan-Bakken Pool, Divide County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 19737: (Continued) Application of Continental Resources, Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests for wells drilled on the overlapping spacing unit described as Sections 6, 7 and 18, T.162N., R.95W., Juno, Kimberly, Bakul Noonan, and/or Noonan-Bakken Pool, Divide County, ND, as provided by NDCC § 38-08-08 but not reallocating production for wells producing on other spacing units and such other relief as is appropriate.

Case No. 19738: (Continued) Application of Continental Resources, Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 13, 24 and 25, T.162N., R.95W., Juno, Kimberly, Bakul Noonan, and/or Noonan-Bakken Pool, Divide County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 19739: (Continued) Application of Continental Resources, Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 16 and 21, T.162N., R.95W., Juno, Kimberly, Bakul Noonan, and/or Noonan-Bakken Pool, Divide County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 19740: (Continued) Application of Continental Resources, Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 19, 30 and 31, T.162N., R.95W., Juno, Kimberly, Bakul Noonan, and/or Noonan-Bakken Pool, Divide County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 19741: (Continued) Application of Continental Resources, Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 20, 29 and 32, T.162N., R.95W., Juno, Kimberly, Bakul Noonan, and/or Noonan-Bakken Pool, Divide County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 19984: In the matter of the petition for a risk penalty of Baytex Energy USA Ltd. requesting an order authorizing the recovery of a risk penalty from certain non-

participating owners, as provided by NDCC § 38-08-08 in the drilling and completing of the Pulvermacher 34-27-162-99H #1NC well located in a spacing unit described as Sections 27 and 34, T.162N., R.99W., Ambrose-Bakken Pool, Divide County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 19985: In the matter of the petition for a risk penalty of Baytex Energy USA Ltd. requesting an order authorizing the recovery of a risk penalty from certain non-participating owners, as provided by NDCC § 38-08-08 in the drilling and completing of the Pulvermacher 34-27-162-99H #1XN well located in a spacing unit described as Sections 3 and 10, T. 61N., R.99W., Garnet-Bakken Pool, Divide County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20008: Application of American Eagle Energy Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in the spacing unit for the Colgan-Bakken Pool described as all of Sections 16 and 21, T.163N., R.101W., Divide County, ND, as provided by NDCC § 38-08-08, and such other relief as is appropriate.

Case No. 20009: Application of American Eagle Energy Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in the spacing unit for the Colgan-Bakken Pool described as all of Sections 5 and 6, T.163N., R.101W., Divide County, ND, as provided by NDCC § 38-08-08, and such other relief as is appropriate.

Case No. 20010: Application of American Eagle Energy Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in the spacing unit for the Colgan-Bakken Pool described as all of Sections 25 and 36, T.164N., R.101W., Divide County, ND, as provided by NDCC § 38-08-08, and such other relief as is appropriate.

Case No. 19611: (Continued) Application of North Plains Energy, LLC, for an order pursuant to NDAC § 43-02-03-88.1 authorizing the conversion to saltwater disposal into the Dakota Group of the Smoky Butte #2 SWD (aka Wolsen #1) well, MNW Section 4, T.160N., R.100W., Smoky Butte Field, Divide County, ND, pursuant to NDAC Chapter 43-02-03 and such other relief as is appropriate.

Signed by,
 Jack Dalrymple, Governor
 Chairman, ND Industrial

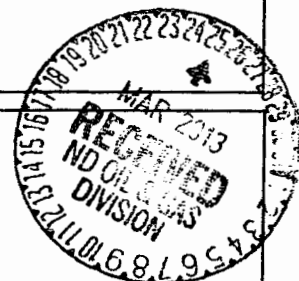
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personally appeared CK who being duly sworn, deposes
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NOTICE OF HEARING N.D. INDUSTRIAL COMMISSION OIL AND GAS DIVISION

The North Dakota Industrial Commission will hold a public hearing at 9:00 a.m. Thursday, March 28, 2013, at the N.D. Oil & Gas Division, 1000 East Calgary Ave., Bismarck, N. D. At the hearing the Commission will receive testimony and exhibits. Persons with any interest in the cases listed below, take notice.

PERSONS WITH DISABILITIES: If at the hearing you need special facilities or assistance, contact the Oil and Gas Division at 701-328-8038 by Friday, March 15, 2013.

STATE OF NORTH DAKOTA TO:

Case No. 19880: Proper spacing for the development of the Bear-Butte Bakken Pool, McKenzie County, ND, redefine the field limits, and enact such special field rules as may be necessary. Hunt Oil Co.

Case No. 19881: Proper spacing for the development of the Little Tank-Bakken Pool, McKenzie County, ND, redefine the field limits, and enact such special field rules as may be necessary. Hunt Oil Co.

Case No. 19882: Proper spacing for the development of the Antelope Creek-Bakken Pool, McKenzie County, ND, redefine the field limits, and enact such special field rules as may be necessary. Hess Corp.; Hunt Oil Co.; Triangle USA Petroleum Corp.

Case No. 19883: Proper spacing for the development of the Buffalo Wallow-Bakken Pool, McKenzie County, ND, redefine the field limits, and enact such special field rules as may be necessary. Hunt Oil Co.; Triangle USA Petroleum Corp.; True Oil LLC

Case No. 19884: Proper spacing for the development of the Rosebud-Bakken Pool, McKenzie and Williams Counties, ND, redefine the field limits, and enact such special field rules as may be necessary. Brigham Oil & Gas, L.P.; EOG Resources, Inc.; Triangle USA Petroleum Corp.; Zenergy, Inc.

Case No. 19885: Proper spacing for the development of the Bully-Bakken Pool, McKenzie County, ND, redefine the field limits, and enact such special field rules as may be necessary. Burlington Resources Oil & Gas Co. LP; Continental Resources, Inc.; Hunt Oil Co.; Kodiak Oil & Gas (USA) Inc.; Sinclair Oil & Gas Co.; Slawson Exploration Co., Inc.

Case No. 19886: Proper spacing for the development of the Indian Hill-Bakken Pool, McKenzie and Williams Counties, ND, redefine the field limits, and enact such special field rules as may be necessary. Continental Resources, Inc.; Oasis Petroleum North America, LLC; SM Energy Co.; XTO Energy, Inc.; Zenergy, Inc.

Case No. 19887: Proper spacing for the development of the Boxcar Butte-Bakken Pool, McKenzie County, ND, redefine the field limits, and enact such special field rules as may be necessary. Slawson Exploration Co., Inc.; XTO Energy Inc.; Zenergy, Inc.

Case No. 19888: Application of Hunt Oil Co. for an order extending the field boundaries and amending the field rules for the Fertile Valley, Bar Butte, and/or Smoky Butte-Bakken Pools to create and establish twelve 1280-acre spacing units comprised of Sections 1 and 12; Sections 2 and 11; Sections 3 and 10; Sections 4 and 9; Sections 5 and 8; Sections 6 and 7; Sections 13 and 14; Sections 15 and 23; Sections 16 and 21; Sections 17 and 20; and Sections 18 and 19, T.159N., R.101W., Williams County, ND, authorizing the drilling of one horizontal well on each spacing unit and such other relief as is appropriate.

Case No. 19889: Application of Continental Resources, Inc. for an order authorizing the completion of the Chicago 4-26RH well (Well File No. 23049), located in the NENE of Section 26, T.152N., R.99W., Banks Field, McKenzie County, ND, to allow the well to be completed open hole no higher than the top of the Lodgepole formation and such other relief as is appropriate.

Case No. 19890: Application of Continental Resources, Inc. for an order amending the field rules for the Dutch Henry Butte-Bakken Pool to create and establish an overlapping 1280-acre spacing unit comprised of Sections 5 and 6, T.140N., R.97W., Stark County, ND, authorizing the drilling of a total not to exceed four wells on said overlapping 1280-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19669: (Continued) Proper spacing for the development of the Hebron-Bakken Pool, Williams County, ND, redefine the field limits, and enact such special field rules as may be necessary. Continental Resources, Inc.; EOG Resources, Inc.

Case No. 15224: (Continued) Application of Continental Resources, Inc. for an order suspending and, after hearing, revoking the permit issued to Hess Corp. to drill the 2WX #7-1H well (File No. 20123), with a surface location in the SESE of Section 7, T.152N., R.99W., McKenzie County, ND, and such other relief as is appropriate.

Case No. 19670: (Continued) Application of Continental Resources, Inc. for an order extending the field boundaries and amending the field rules for the Juno, Kimberly, Baulko Noonan, and/or Noonan-Bakken Pools to create and establish four 1280-acre spacing units comprised of Sections 4 and 9, T.162N., R.96W.; Sections 4 and 9; Sections 5 and 8; and Sections 16 and 21, T.162N., R.95W.; to create and establish four 1920-acre spacing units comprised of Sections 1, 12 and 13, T.162N., R.96W.; Sections 13, 24 and 25; Sections 19, 30 and 31 and Sections 20, 29 and 32, T.162N., R.95W.; and to create and establish two overlapping 1920-acre spacing units comprised of Sections 24, 25 and 36, T.162N., R.96W.; and Sections 6, 7 and 18, T.162N., R.95W., Divide County, ND, authorizing the drilling of one horizontal well on each spacing unit and such other relief as is appropriate.

Case No. 19678: (Continued) Application of Continental Resources, Inc. for an order authorizing the drilling, completing and producing of a total not to exceed fourteen wells on each existing overlapping 2560-acre spacing unit described as Sections 4, 9, 16 and 21; Sections 5, 8, 17 and 20; and Sections 14, 23, 26 and 35, T.153N., R.94W., Elm Tree-Bakken Pool, McKenzie County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19891: Application of Slawson Exploration Co., Inc. for an order amending the field rules for the Sanish-Bakken Pool to create and establish an overlapping 1280-acre spacing unit comprised of Sections 1 and 2, T.153N., R.91W., Mountrail County, ND, authorizing the drilling of a total of not more than four wells on said overlapping 1280-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19892: Application of XTO Energy Inc. for an order amending the field rules for the Bear Den-Bakken Pool, McKenzie County, ND, to allow the flaring of gas and unrestricted production of oil from wells not connected to a gas gathering facility until the same can be connected and such other relief as is appropriate.

Case No. 19893: Application of Arsenault Energy USA Inc. for an order amending the field rules for the Stanley-Bakken Pool to create and establish a 1280-acre spacing unit comprised of Sections 18 and 19, T.155N., R.90W., Mountrail County, ND,

authorizing the drilling of a total not to exceed three wells on said 1280-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19894: Application of Arsenault Energy USA Inc. for an order extending the field boundaries and amending the field rules for the Northeast Foothills-Bakken Pool, or in the alternative establish Bakken spacing in the Rennie Lake Field, to create and establish six 1280-acre spacing units comprised of Sections 27 and 34; Sections 28 and 33; Sections 29 and 32; and Sections 30 and 31, T.162N., R.91W.; Sections 5 and 8; and Sections 6 and 7, T.161N., R.91W., Burke County, ND, authorizing the drilling of a total not to exceed four wells on each 1280-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19895: Application for an order amending the field rules for the Ambrose-Bakken Pool, Divide County, ND, to allow the flaring of gas and unrestricted production of oil from wells not connected to a gas gathering facility until the same can be connected and such other relief as is appropriate. Baytex Energy USA Ltd.; Samson Resources Co.

Case No. 19896: Application for an order amending the field rules for the West Ambrose-Bakken Pool, Divide County, ND, to allow the flaring of gas and unrestricted production of oil from wells not connected to a gas gathering facility until the same can be connected and such other relief as is appropriate. Baytex Energy USA Ltd.; Crescent Point Energy U.S. Corp.; Samson Resources Co.

Case No. 19897: Application of Crescent Point Energy U.S. Corp. for an order amending the field rules for the Cotton-Bakken Pool, Divide County, ND, to allow the flaring of gas and unrestricted production of oil from wells not connected to a gas gathering facility until the same can be connected and such other relief as is appropriate.

Case No. 19898: Application of Enerplus Resources (USA) Inc. for an order amending the field rules for the Spruce Horn-Bakken Pool to create and establish an overlapping 1920-acre spacing unit comprised of Sections 6, 7 and 18, T.150N., R.94W., McKenzie County, ND, authorizing the drilling of a total of not more than seven wells on said overlapping 1920-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19899: Application of GMX Resources Inc. for an order authorizing the drilling, completing and producing of horizontal increase density wells on each 1280-acre spacing unit within the Ranch Creek-Bakken Pool, McKenzie County, ND, not to exceed a total of seven horizontal wells on each such spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19900: Application of Newfield Production Co. for an order amending the field rules for the Hanks-Bakken Pool, Williams County, ND, to allow the flaring of gas and unrestricted production of oil from wells not connected to a gas gathering facility until the same can be connected and such other relief as is appropriate.

Case No. 19901: Application of Peregrine Petroleum Partners, Ltd. for an order extending the field boundaries and amending the field rules for the Covered Bridge-Bakken Pool or Pierre Creek-Bakken Pool to create and establish a 1280-acre spacing unit comprised of Sections 15 and 22, T.146N., R.102W., McKenzie County, ND, authorizing the drilling of a total not to exceed two wells on said spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19902: Application of WPX Energy Williston, LLC for an order amending the field rules for the Van Hook-Bakken Pool to create and establish a 1280-acre spacing unit comprised of Sections 4 and 9, T.150N., R.92W., Mountrail County, ND, authorizing the drilling of a total of not more than nine wells on said 1280-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19682: (Continued) Application of WPX Energy Williston, LLC for an order amending the field rules for the Reunion Bay-Bakken Pool to create and establish a 640-acre spacing unit comprised of Section 23, T.150N., R.93W., Mountrail County, ND, authorizing the drilling of one horizontal well on said 640-acre spacing unit and such other relief as is appropriate.

Case No. 19487: (Continued) Application of WPX Energy Williston, LLC for an order amending the field rules for the Van Hook-Bakken Pool, Dunn, McLean and Mountrail Counties, ND, to alter the definition of the stratigraphic limits of the pool and such other relief as is appropriate.

Case No. 19903: Application of Statoil Oil and Gas LP for an order approving its proposed isolation method for the Hovde 33-4.2TFH well located in the NWNE of Section 33, T.151N., R.100W., McKenzie County, ND, as an exception to the rules and regulations for the Sandrocks-Bakken Pool and such other and further relief.

Case No. 19686: (Continued) Application of Brigham Oil & Gas, L.P. for an order amending the field rules for the Alger-Bakken Pool to create and establish an overlapping 2560-acre spacing unit comprised of Sections 8, 17, 20 and 29, T.155N., R.93W., Mountrail County, ND, authorizing the drilling of a total not to exceed ten wells on said overlapping 2560-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19325: (Continued) Application of Slawson Exploration Co., Inc. for an order amending the field rules for the Alger-Bakken Pool, Mountrail County, ND, to allow the flaring of gas and unrestricted production of oil from wells not connected to a gas gathering facility until the same can be connected and such other relief as is appropriate.

Case No. 19342: (Continued) Application of Samson Resources Co. for an order amending the field rules for the Ellenville-Bakken Pool, Williams County, ND, to allow the flaring of gas and unrestricted production of oil from wells not connected to a gas gathering facility until the same can be connected and such other relief as is appropriate.

Case No. 19836: (Continued) Temporary spacing to develop an oil and/or gas pool discovered by the Chesapeake Operating, Inc. #1H Hutzenbiller 9-137-99A, SWSW Section 9, T.137N., R.99W., Stark County, ND, define the field limits, and enact such special field rules as may be necessary.

Case No. 19720: (Continued) Application of Flatirons Resources LLC for an order authorizing the drilling, completing and producing of a total of not more than three wells on an existing 640-acre spacing unit described as the E/2 of Section 1, T.158N., R.86W., and the W/2 of Section 6, T.158N., R.85W., Lake Darling-Madison Pool, Renville County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19904: Application of QEP Energy Co. for an order suspending and, after hearing, revoking the permits issued to WPX Energy Williston, LLC to drill the Charles Blackhawk #31-30HD with a surface location of SESW of Section 31, T.148N., R.92W. (File No. 22655); the Charles Blackhawk #31-30HC well with a surface location of SESW of Section 31, T.148N., R.92W. (File No. 22653); the Charles Blackhawk #31-30HY well with a surface location of SESW of Section 31, T.148N., R.92W. (File No. 22652); the Charles Blackhawk #31-30 HZ well with a surface location of SESW of Section 31, T.148N., R.92W. (File No. 22654), Dunn

County, ND, and such other relief as is appropriate.

Case No. 19998: Application of Slawson Exploration Co., Inc. for an order authorizing the drilling, completing and producing of a total of six wells on a 120-acre surface unit described as Sections 5 and 7, T.154N., R.90W., Parshall-Balch Pool, Mountrail County, ND, eliminating tool error requirements and such relief as is appropriate.

Case No. 19998: Application of Slawson Exploration Co., Inc. for an order authorizing the drilling, completing and producing of a total of six wells on a 120-acre surface unit described as Sections 5 and 7, T.154N., R.90W., Parshall-Balch Pool, Mountrail County, ND, eliminating tool error requirements and such relief as is appropriate.

Case No. 19369: (Continued) Application of Slawson Exploration Co., Inc. for an order authorizing the drilling, completing and producing of a total of five wells on each existing 1280-acre spacing unit described as Sections 3 and 10; and Sections 28 and 33, T.146N., R.104W., Squaw Gap-Bakken Pool, McKenzie County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 19999: Application of WPX Energy Williston, LLC for an order authorizing the drilling, completing and producing of a total of eight wells on an existing 1280-acre spacing unit described as Sections 30 and 31, T.148N., R.92W., Heart Butte-Bakken Pool, Dunn County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20000: Application of Liberty Resources LLC for an order authorizing the drilling, completing and producing of a total of eight wells on an existing 1280-acre spacing unit described as Sections 2 and 11, T.155N., R.101W., Cow Creek-Bakken Pool, Williams County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20001: Application of Flatland Resources-H, LLC pursuant to NDAC § 43-02-03-88.1 for an order authorizing the drilling of a saltwater disposal well to be located in the SWSW of Section 10, T.147N., R.95W., Corral Creek Field, Dunn County, ND, in the Dakota Formation pursuant to NDAC Chapter 43-02-05 and such other relief as is appropriate.

Case No. 20002: Application of Flatland Resources-H, LLC pursuant to NDAC § 43-02-03-88.1 for an order authorizing the drilling of a saltwater disposal well to be located in Lot 1 of Section 31, T.147N., R.95W., Corral Creek Field, Dunn County, ND, in the Dakota Formation pursuant to NDAC Chapter 43-02-05, and such other relief as is appropriate.

Case No. 20003: Application of Uran SWD, LLC pursuant to NDAC § 43-02-03-88.1 for an order authorizing the drilling of a saltwater disposal well to be located in the NENE of Section 13, T.153N., R.93W., Sanish Field, Mountrail County, ND, in the Dakota Group pursuant to NDAC Chapter 43-02-05, and such other relief as is appropriate.

Case No. 20004: Application of Dahl SWD, LLC pursuant to NDAC § 43-02-03-88.1 for an order authorizing the drilling of a saltwater disposal well to be located in the NENE of Section 23, T.152N., R.95W., Hawkeye Field, McKenzie County, ND, in the Dakota Group pursuant to NDAC Chapter 43-02-05, and such other relief as is appropriate.

Case No. 20005: Application of Denbury Onshore, LLC for an order pursuant to NDAC § 43-02-03-88.1 authorizing the conversion to saltwater disposal into the Dakota Group of the SFTU #41-27 well, NENE Section 27, T.139N., R.101W., Fryburg Field, Billings County, ND, pursuant to NDAC Chapter 43-02-05 and such other relief as is appropriate.

Case No. 20006: Application of GWN, LLC for an order pursuant to NDAC § 43-02-03-88.1 authorizing saltwater disposal into the Dakota Group in the North Dakota SWD #1, LLC 1 well, SENE Section 20, T.145N., R.95W., Murphy Creek Field, Dunn County, ND, pursuant to NDAC Chapter 43-02-05 and such other relief as is appropriate.

Case No. 20007: Application of WaterWorks Corral Creek, LLC for an order pursuant to NDAC § 43-02-03-88.1 authorizing the conversion to saltwater disposal into the Dakota Group of the Kleemann SWD #2 (fka GPE-ALAQ 19-147-95 BN #1) well, NWSE Section 19, T.147N., R.95W., Corral Creek Field, Dunn County, ND, pursuant to NDAC Chapter 43-02-05 and such other relief as is appropriate.

Case No. 20008: Application of American Eagle Energy Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in the spacing unit for the Colgan-Bakken Pool described as all of Sections 16 and 21, T.163N., R.101W., Divide County, ND, as provided by NDCC § 38-08-08, and such other relief as is appropriate.

Case No. 20009: Application of American Eagle Energy Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in the spacing unit for the Colgan-Bakken Pool described as all of Sections 5 and 6, T.163N., R.101W., Divide County, ND, as provided by NDCC § 38-08-08, and such other relief as is appropriate.

Case No. 20010: Application of American Eagle Energy Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in the spacing unit for the Colgan-Bakken Pool described as all of Sections 25 and 36, T.164N., R.101W., Divide County, ND, as provided by NDCC § 38-08-08, and such other relief as is appropriate.

Case No. 19611: (Continued) Application of North Plains Energy, LLC, for an order pursuant to NDAC § 43-02-03-88.1 authorizing the conversion to saltwater disposal into the Dakota Group of the Smoky Butte #2 SWD (fka Wrolson #1) well, NWNW Section 4, T.160N., R.100W., Smoky Butte Field, Divide County, ND, pursuant to NDAC Chapter 43-02-05 and such other relief as is appropriate.

Signed by,
Jack Dalrymple, Governor
Chairman, ND Industrial Commission
3/7 - 609127