

BEFORE THE INDUSTRIAL COMMISSION
OF THE STATE OF NORTH DAKOTA

CASE NO. 20844
ORDER NO. 23150

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 TWIN BUTTE #17-20-162-99H 1BP WELL LOCATED IN A SPACING UNIT DESCRIBED AS SECTIONS 17 AND 20, 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 29th day of August, 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 Twin Butte #17-20-162-99H 1BP well located in a spacing unit described as Sections 17 and 20, Township 162 North, Range 99 West, Divide County, North Dakota (Sections 17 and 20), Ambrose-Bakken Pool, 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 all of Sections 17 and 20.
- (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 the David Goldal (Goldal), the Iris Goldston, Ltd. (Goldston), and the Susan Mayfield 1997 Marital Trust (Mayfield) interests.

(7) Goldal, Goldston and Mayfield, mineral interest owners within the spacing unit, did not appear in this matter or object to the risk penalty being assessed against their mineral interests.

(8) Pursuant to NDAC Section 43-02-03-16.3, Baytex sent invitations to participate in the drilling and completion of the Twin Butte #17-20-162-99H 1BP well. Baytex provided evidence that the invitations to participate were complete and properly served on Goldal, Goldston and Mayfield, and that Baytex made a good faith offer to lease each mineral owner.

(9) Pursuant to NDAC Section 43-02-03-16.3, Goldal, Goldston and Mayfield had 30 days from the date of receiving the invitation to elect to participate in the Twin Butte #17-20-162-99H 1BP well. Baytex provided evidence that Goldal, Goldston and Mayfield 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 Goldal's, Goldston's and Mayfield'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 David Goldal's, Iris Goldston, Ltd.'s and Susan Mayfield 1997 Marital Trust's mineral interests for the drilling and completion of the Twin Butte #17-20-162-99H 1BP well on a spacing unit described as Sections 17 and 20, Township 162 North, Range 99 West, Divide County, North Dakota, Ambrose-Bakken Pool, 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 5th day of March, 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

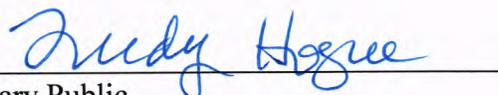
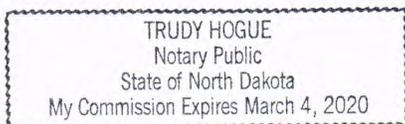
I, Belinda Dickson, being duly sworn upon oath, depose and say: That on the 13th day of March, 2014 enclosed in separate envelopes true and correct copies of the attached Order No. 23150 of the North Dakota Industrial Commission, and deposited the same with the United States Postal Service in Bismarck, North Dakota, with postage thereon fully paid, directed to the following persons by the Industrial Commission in Case No. 20844:

LAWRENCE BENDER
FREDRIKSON & BYRON
PO BOX 1855
BISMARCK ND 58502



Belinda Dickson
Oil & Gas Division

On this 13th 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

SFN 5729

STATE OF NORTH DAKOTA

AFFIDAVIT OF MAILING

COUNTY OF BURLEIGH

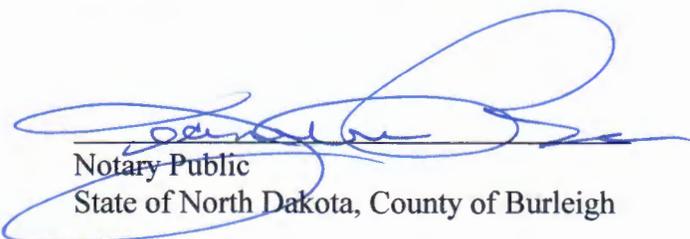
I, Belinda Dickson, being duly sworn upon oath, depose and say: That on the 13th day of March, 2014 enclosed in separate envelopes true and correct copies of the attached Order No. 23150 of the North Dakota Industrial Commission, and deposited the same with the United States Postal Service in Bismarck, North Dakota, with postage thereon fully paid, directed to the following persons by the Industrial Commission in Case No. 20844:

LAWRENCE BENDER
FREDRIKSON & BYRON
PO BOX 1855
BISMARCK ND 58502



Belinda Dickson
Oil & Gas Division

On this 9th day of April, 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.

November 7, 2013

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

**RE: CASE NO. 20844
BAYTEX ENERGY USA LTD.**

Dear Mr. Hicks:

Please find enclosed herewith for filing, copies of the certified mail return receipts in the above matter.

Should you have any questions, please advise.

Sincerely,

LAWRENCE BENDER

LB/mpg
Enclosures

7747141_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

7012 3460 0000 4279 6704

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT **PREO**
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OFFICIAL USE



Baytex Twin Butte 17-20-162-99

Postage: \$3.10
Certified Fee: \$2.55
Return Receipt Fee: \$2.55
Total Postage & Fees: \$8.20

Susan Mayfield 1997 Marital Trust
Jack H. Mayfield, Jr., Trustee
c/o Goldston Oil Corporation
P.O. Box 570365
Houston, TX 77257

mpg

PS Form 3800, August 2006

See Reverse for Instructions

7012 3460 0000 4279 6728

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OFFICIAL USE



Baytex Twin Butte 17-20-162-99

Postage: \$3.10
Certified Fee: \$2.55
Return Receipt Fee: \$2.55
Total Postage & Fees: \$8.20

David Goldal
P.O. Box 265
Crosby, ND 58730

mpg

PS Form 3800, August 2006

See Reverse for Instructions

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:

David Goldal
P.O. Box 265
Crosby, ND 58730

2. Article Number (Transfer from serv) 7012 3460 0000 4279 6728

Baytex Twin Butte 17-20-162-99

mpg

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
 X David Goldal

B. Received by (Printed Name) C. Date of Delivery
 David Goldal 8-21-07

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

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

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:

Susan Mayfield 1997 Marital Trust
Jack H. Mayfield, Jr., Trustee
c/o Goldston Oil Corporation
P.O. Box 570365
Houston, TX 77257

2. Article Number (Transfer from se) 7012 3460 0000 4279 6704

Baytex Twin Butte 17-20-162-99H

mpg

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
 X William Cochran

B. Received by (Printed Name) C. Date of Delivery
 William Cochran 7/31/07

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

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT **DREO**
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7012 3460 0000 4279 6711

Postage: \$3.10
 Certified Fee: \$2.55
 Return Receipt Fee: \$2.55
 Total Postage & Fees: \$8.20

Iris Goldston, Ltd.
 Attn: Walter G. Mayfield
 P.O. Box 2558
 Houston, TX 77257



Baytex Twin Butte 17-20-162-99

PS Form 3800, August 2006

See Reverse for Instructions

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:
 Iris Goldston, Ltd.
 Attn: Walter G. Mayfield
 P.O. Box 2558
 Houston, TX 77257

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Roc Lorberbaum* Agent Addressee
 B. Received by (Printed Name) **Roc Lorberbaum**
 C. Date of Delivery
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article N (Transfer) 7012 3460 0000 4279 6711

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

drickson
A. BYRON, P.A.

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

CERTIFIED MAIL™



7012 3460 0000 4279 6711



Iris Goldston, Ltd.
Attn: Walter G. Mayfield
P.O. Box ~~2506~~
Houston, TX 77257

HY

NIXIE 772572010-1N
RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER
08/14/13

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Not
Frost

2

BEFORE THE INDUSTRIAL COMMISSION
OF THE STATE OF NORTH DAKOTA

CASE NO. 20844

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 Twin Butte 17-20-162-99H 1BP well located in a spacing unit described as Sections 17 and 20, 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.



PETITION OF BAYTEX ENERGY USA LTD.

Baytex Energy USA Ltd. ("Baytex"), respectfully shows the North Dakota Industrial Commission ("Commission") as follows:

1.

That Baytex is an owner of an interest in the oil and gas leasehold estate in all of Sections 17 and 20, Township 162 North, Range 99 West, Divide County, North Dakota ("Sections 17 and 20").

2.

That Baytex is the operator of the Twin Butte 17-20-162-99H 1BP well, drilled in the Northwest Quarter of the Northeast Quarter (NWNE) of Section 17.

3.

That Sections 17 and 20 constitute the spacing unit for the Twin Butte 17-20-162-99H 1BP well in the Ambrose-Bakken Pool.

4.

That an application was filed and Order No. 21828 was entered on February 21, 2013, pooling all the interests in a spacing unit for the Ambrose-Bakken Pool described as all of Sections 17 and 20.

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 owners have elected not to participate in the drilling and completion operations of the Twin Butte 17-20-162-99H 1BP well:

- (a) David Goldal;
- (b) Iris Goldston, Ltd.; and
- (c) Susan Mayfield 1997 Marital Trust.

7.

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

8.

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

9.

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

10.

That the Twin Butte 17-20-162-99H 1BP well was spud on May 18, 2013.

11.

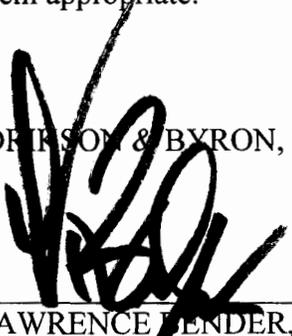
That Baytex therefore requests that the Commission enter its order authorizing the recovery of a risk penalty from certain non-participating owners, as provided by N.D.C.C. § 38-08-08 in the drilling and completing of the Twin Butte 17-20-162-99H 1BP well located in a spacing unit described as Sections 17 and 20, 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 August 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 26th day of July, 2013.

FREDERICKSON & BYRON, P.A.

By 

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

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 Twin Butte 17-20-162-99H 1BP well located in a spacing unit described as Sections 17 and 20, 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

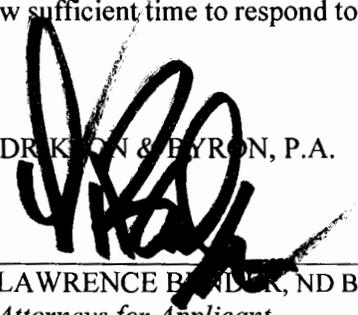
PLEASE TAKE NOTICE that Baytex Energy USA Ltd. filed the above-referenced application with the North Dakota Industrial Commission.

A hearing will be held at 9:00 a.m. on August 29, 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 26th day of July, 2013.

FREDERICKSON & BYRON, P.A.

By 
LAWRENCE B. ALCOCK, ND Bar #03908
Attorneys for Applicant,
Baytex Energy USA Ltd.
200 North 3rd Street, Suite 150
P. O. Box 1855
Bismarck, ND 58502-1855
701-221-4020 6967342_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 Twin Butte 17-20-162-99H 1BP well located in a spacing unit described as Sections 17 and 20, 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 17 and 20, Township 162 North, Range 99 West, Divide County, North Dakota ("Sections 17 and 20"). 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 17 and 20.

4.

That there are separately owned tracts or interests in mineral estate and/or leasehold estate in Sections 17 and 20.

5.

That Sections 17 and 20 have been designated as the spacing unit for the Twin Butte 17-20-162-99H 1BP well in the Ambrose-Bakken Pool.

6.

That Order No. 21828 entered in Case No. 19526 dated February 21, 2013, pools all interests in a spacing unit for the Ambrose-Bakken Pool described as all of Sections 17 and 20.

7.

That the following owners have elected not to participate in the drilling and completion operations of the Twin Butte 17-20-162-99H 1BP:

- (a) David Goldal;
- (b) Iris Goldston, Ltd.; and
- (c) Susan Mayfield 1997 Marital Trust.

8.

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

9.

That Baytex Energy USA Ltd. made a good faith attempt to have David Goldal execute an oil and gas lease. On April 22, 2013, Irish Oil & Gas Inc. mailed David Goldal a lease offer

at P.O. Box 265, Crosby, ND 58730. See **Exhibit A**. Although Baytex Energy USA Ltd. made a good-faith attempt to lease the interests of David Goldal, those efforts were unsuccessful.

10.

That Baytex Energy USA Ltd. forwarded a well proposal for the Twin Butte 17-20-162-99H 1BP well to David Goldal on April 23, 2013, via Certified Mail at P.O. Box 265, 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 David Goldal April 23, 2013.

11.

That David Goldal received the well proposal that Baytex Energy USA Ltd. forwarded on April 23, 2013. That attached hereto as **Exhibit C** is a true and correct copy of the Certified Mail return receipt proving David Goldal received the well proposal.

12.

That the well proposal stated David Goldal 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 David Goldal did not respond to the well proposal forwarded on April 23, 2013 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 David Goldal.

14.

That Baytex Energy USA Ltd. made a good faith attempt to have Iris Goldston, Ltd. execute an oil and gas lease. On April 18, 2013, Irish Oil & Gas Inc. mailed Iris Goldston, Ltd. a lease offer at P.O. Box 2558, Houston, TX 77257. See Exhibit D. Although Baytex Energy USA Ltd. made a good-faith attempt to lease the interests of Iris Goldston, Ltd., those efforts were unsuccessful.

15.

That Baytex Energy USA Ltd. forwarded a well proposal for the Twin Butte 17-20-162-99H 1BP well to Iris Goldston, Ltd. on April 23, 2013, via Certified Mail at P.O. Box 2558, Houston, TX 77257. That attached hereto as Exhibit E is a true and correct copy of the well proposal that Baytex Energy USA Ltd. forwarded to Iris Goldston, Ltd. April 23, 2013.

16.

That Iris Goldston, Ltd. received the well proposal that Baytex Energy USA Ltd. forwarded on April 23, 2013. That attached hereto as Exhibit F is a true and correct copy of the Certified Mail return receipt proving Iris Goldston, Ltd. received the well proposal.

17.

That the well proposal stated Iris Goldston, Ltd. had thirty (30) days from the receipt of the well proposal to accept or reject the well proposal. See Exhibit E. 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 E. 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 E.

18.

That Iris Goldston, Ltd. did not respond to the well proposal forwarded on April 23, 2013 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 Iris Goldston, Ltd.

19.

That Baytex Energy USA Ltd. made a good faith attempt to have Susan Mayfield 1997 Marital Trust execute an oil and gas lease. On April 18, 2013, Irish Oil & Gas Inc. mailed Susan Mayfield 1997 Marital Trust a lease offer c/o Goldston Oil Corporation at P.O. Box 570365, Houston, TX 77257. See **Exhibit G**. Although Baytex Energy USA Ltd. made a good-faith attempt to lease the interests of Susan Mayfield 1997 Marital Trust, those efforts were unsuccessful.

20.

That Baytex Energy USA Ltd. forwarded a well proposal for the Twin Butte 17-20-162-99H 1BP well to Susan Mayfield 1997 Marital Trust on April 23, 2013, via Certified Mail c/o Goldston Oil Corporation at P.O. Box 570365, Houston, TX 77257. That attached hereto as **Exhibit H** is a true and correct copy of the well proposal that Baytex Energy USA Ltd. forwarded to Susan Mayfield 1997 Marital Trust April 23, 2013.

21.

That Susan Mayfield 1997 Marital Trust received the well proposal that Baytex Energy USA Ltd. forwarded on April 23, 2013. That attached hereto as **Exhibit I** is a true and correct copy of the Certified Mail return receipt proving Susan Mayfield 1997 Marital Trust received the well proposal.

22.

That the well proposal stated Susan Mayfield 1997 Marital Trust had thirty (30) days from the receipt of the well proposal to accept or reject the well proposal. See Exhibit H. 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 H. 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 H.

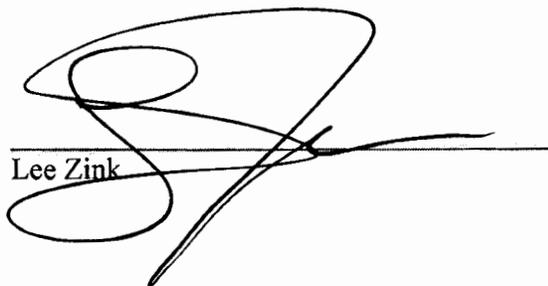
23.

That Susan Mayfield 1997 Marital Trust did not respond to the well proposal forwarded on April 23, 2013 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 Susan Mayfield 1997 Marital Trust

24.

That the Twin Butte 17-20-162-99H 1BP well was spud on May 18, 2013.

DATED this 24th day of July, 2013.


Lee Zink

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of July, 2013 by Lee Zink, Landman, of Baytex Energy USA Ltd.

**KELLY COVINGTON
NOTARY PUBLIC
STATE OF COLORADO**
MY COMMISSION EXPIRES 12/15/2013



Notary Public



April 22nd, 2013

David Goldal
PO Box 265
Crosby, ND 58730
CERTIFIED MAIL, RETURN RECEIPT
7011 3500 0000 1111 0478

Subject: Township 162 North, Range 99 West, 5th P.M.
Section 17: NW4
Divide County, North Dakota

Dear David,

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 (406) 671-4662.

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

Sincerely yours,
Irish Oil & Gas, Inc.

Keenan Stanek
Landman

WILLISTON BASIN OFFICE
Wells Fargo Building
400 East Broadway, Suite 305
P.O. Box 2356
Bismarck, North Dakota 58502
701.751.3141

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

EXHIBIT A

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 22nd day of April, 2013, by and between David Goldal, a single man, whose address is PO Box 265, 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 therefrom 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 17: NW4

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

* Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased lands except those tracts within a spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil and/or gas or on which Lessee is then engaged in drilling or reworking operations on leased premises or acreage pooled therewith. However, this lease shall not terminate to any of the leased lands so long as drilling or reworking operations are being continuously prosecuted if not more than 180 days shall lapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well. Additionally, this lease shall expire as to all depths 150' below the stratigraphic equivalent of the total depth drilled of any well producing or capable of producing oil and/or gas on the lands described herein, or on any lands pooled herewith.

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 160.00 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) years 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 or 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 on 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 on 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.

David Goldal, a single man

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF North Dakota }
COUNTY OF _____ }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 2013, personally appeared David Goldal, 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

14205

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: April 22nd, 2013

Paid thirty (30) days after sight and subject to approval of title

Pay to the David Goldal

Order of PO Box 265

Crosby, ND 58730

\$128,000.00

One Hundred Twenty Eight Thousand and 00/100

DOLLARS

With Exchange

Consideration for Bonus payment on an Oil & Gas lease dated April 22nd, 2013.

TO: IRISH OIL & GAS, INC.
PO BOX 2356
BISMARCK, NORTH DAKOTA 58502

Keenan Stanek

DETACH BEFORE PRESENTING FOR PAYMENT

Description:

Township 162 North, Range 99 West, 5th P.M.

Section 17: NW4

County	Divide
State	NORTH DAKOTA
Gross Acres	160.00
Net Acres	160.00
Term	Three (3) Years
Bonus	\$800.00
Royalty	3/16th

This Draft represents 100% of total Bonus.

IRISH OIL & GAS, INC
PO BOX 2356
BISMARCK, NORTH DAKOTA 58502

14205

BAYTEX

ENERGY USA LTD

April 23, 2013

*Via Certified Mail #
7011 1150 0001 8715 7777*

David Goldal
PO Box 265
Crosby, ND 58730

RE: Twin Butte 17-20-162-99H 1BP Well Proposal
Sections 17 and 20, 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 Twin Butte 17-20-162-99H 1BP well located in the NW/4NE/4 of Section 17, 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 Twin Butte 17-20-162-99H 1BP 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 Twin Butte 17-20-162-99H 1BP well on or about June 3, 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 12.50% working interest in the proposed well. If you accept this well proposal and elect to participate in the drilling of the Twin Butte 17-20-162-99H 1BP 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.

600 Seventeenth Street	Telephone 303.325.2777
Suite 1600S	Facsimile 303.325.2790
Denver, CO 80202	www.baytes.usa.ca

EXHIBIT B

Please take notice that in the event any owner offered an opportunity to participate hereby elects not to participate in the operations of the Twin Butte 17-20-162-99H 1BP 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
Associate Landman

Well Election

I/We elect to participate in Baytex's Well Proposal of the Twin Butte 17-20-162-99H 1BP.

I/We elect NOT to participate in Baytex's Well Proposal of the Twin Butte 17-20-162-99H 1BP.

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).

David Goldal

By: _____

Date: _____

BAYTEX

ENERGY USA LTD.

Authorization For Expenditure

AFE#: U13030028	Initiated: 4/17/2013
AFE Type: Drill - DCE	Project Manager: Melissa Lasley
Field: BAKKEN-THREE FORKS	District: U.S.A.
Area: WILLISTON BASIN	Est. Start Date: 6/3/2013
Well Name: Twin Butte 17-20-162-99H 18P	Est. End Date: 7/17/2013
UWID:	Gross Amount: \$7,028,540.00
Operator: BAYTEX ENERGY USA LTD.	Mail Ballot#:
Operator AFE:	Cost Center:

Description:

Classification: Capital Eng. Enhancement: N Tax Designation: CDE

Participants	W.I.%	Original \$	Supplement \$	TOTAL \$
BAYTEX ENERGY USA LTD.	87.50%	\$6,149,972.50		\$6,149,972.50
DAVID GOLDAL	12.50%	\$878,567.50		\$878,567.50
TOTALS:	100	\$7,028,540.00	\$0.00	\$7,028,540.00

Originator: Melissa Lasley	Company: DAVID GOLDAL
Baytex Energy Ltd. Approval	Per:
	Date:
	Name:
	Title:
	Date:

BAYTEX

ENERGY USA LTD

Cost Estimate
AFE # U13030028
Well:

<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

EXHIBIT C

7011 1150 0001 8715 7777

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	
Sent To: Street, or PO, City, St.	David Goldal PO Box 265 Crosby, ND 58730
PS Form 3800, August 2005 See Reverse for Instructions	

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 <i>x David Goldal</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>David Goldal</i></p> <p>C. Date of Delivery <i>4-26-13</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>
1. Article Addressed to: <p style="text-align: center;">David Goldal PO Box 265 Crosby, ND 58730</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.
2. Article Number	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

7011 1150 0001 8715 7777



April 18th, 2013

Iris Goldston, Ltd.
ATTN: Walter G. Mayfield
PO Box 2558
Houston, TX 77257
CERTIFIED MAIL, RETURN RECEIPT
7011 3500 0000 1111 0430
Subject: Township 162N, Range 99W
Section 20: W2
Section 29: NW4
Divide County, North Dakota

Dear Walter,

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 \$3,211.00:** 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 (406) 671-4662.

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

Sincerely yours,
Irish Oil & Gas, Inc.

Keenan Stanek
Landman

WILLISTON BASIN OFFICE
Wells Fargo Building
400 East Broadway, Suite 305
P.O. Box 2356
Bismarck, North Dakota 58502
701.751.3141

NEVADA OFFICE
2539 North Carson Street, Suite 6168
Carson City, Nevada 89706
775.841.1257

EXHIBIT D

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 18th day of April, 2013, by and between Irish Goldston, Ltd., whose address is P.O. Box 2558, Houston, TX 77257, 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 therefrom 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, and 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 20: W2
Section 29: NW4

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

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 480.00 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) years 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 oil or gas shall be discovered or produced on an 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 of the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or 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.

Iris Goldston, Ltd.

By: Walter G. Mayfield
It's: President

ACKNOWLEDGMENT-CORPORATE

STATE OF Texas)
COUNTY OF _____)

On this _____ day of _____, in the year 2013, before me personally appeared _____, known to me to be the _____ of Iris Goldston, Ltd., and who executed the within and foregoing instrument as his own free act and deed and as the free act and deed of the said Iris Goldston, Ltd., for the purposes set forth therein.

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

14203

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: April 18th, 2013

Paid thirty (30) days after sight and subject to approval of title

Pay to the Iris Goldston, Ltd.

Order of: PO Box 2558

Houston, TX 77257

\$3,211.00

Three Thousand Two Hundred Eleven and 00/100

DOLLARS

With Exchange

Consideration for Bonus payment on an Oil & Gas lease dated April 18th, 2013.

TO: IRISH OIL & GAS, INC.
PO BOX 2356
BISMARCK, NORTH DAKOTA 58502

Keenan Stanek, Agent

DETACH BEFORE PRESENTING FOR PAYMENT

Description:

Township 162 North, Range 99 West, 5th P.M.

Section 20: W2

Section 29: NW4

County	Divide
State	NORTH DAKOTA
Gross Acres	480.00
Net Acres	4.94
Term	Three (3) Years
Bonus	\$650.00
Royalty	3/16th

This Draft represents 100% of total Bonus.

IRISH OIL & GAS, INC
PO BOX 2356
BISMARCK, NORTH DAKOTA 58502

14203

BAYTEX

ENERGY USA LTD

April 23, 2013

*Via Certified Mail #
7011 1150 0001 8715 7852*

Iris Goldston, Ltd.
PO Box 2558
Houston, TX 77257

RE: Twin Butte 17-20-162-99H 1BP Well Proposal
Sections 17 and 20, 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 Twin Butte 17-20-162-99H 1BP well located in the NW/4NE/4 of Section 17, 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 Twin Butte 17-20-162-99H 1BP 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 Twin Butte 17-20-162-99H 1BP well on or about June 3, 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 0.2604% working interest in the proposed well. If you accept this well proposal and elect to participate in the drilling of the Twin Butte 17-20-162-99H 1BP 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.

600 Seventeenth Street Telephone: 303.325.2777
Suite 1600S Fax: 303.325.2790
Denver, CO 80202 www.baytex.usa

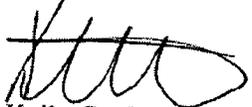
EXHIBIT E

Please take notice that in the event any owner offered an opportunity to participate hereby elects not to participate in the operations of the Twin Butte 17-20-162-99H 1BP 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
Associate Landman

Well Election

- I/We elect to participate in Baytex's Well Proposal of the Twin Butte 17-20-162-99H 1BP.
- I/We elect NOT to participate in Baytex's Well Proposal of the Twin Butte 17-20-162-99H 1BP.

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).

Iris Goldston, Ltd.

By: _____

Date: _____

BAYTEX

ENERGY USA LTD

Cost Estimate
AFE # U13030028
Well:

<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

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

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

Postmark Here

To
 Iris Goldston, Ltd.
 PO Box 2558
 Houston, TX 77257

PS Form 3800, August 2000 See Reverse for Instructions

7011 1150 0001 8715 7852

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 <input type="checkbox"/> Agent X <i>Roc Lorberbaum</i></p> <p>B. Received by (Printed Name) Roc Lorberbaum C. Date of Delivery 4/26/13</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 style="text-align: center;">Iris Goldston, Ltd. PO Box 2558 Houston, TX 77257</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>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7011 1150 0001 8715 7852</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

EXHIBIT F



April 18th, 2013

Susan Mayfield 1997 Marital Trust,
Jack H. Mayfield, Jr. as Trustee
c/o Goldston Oil Corporation
PO Box 570365
Houston, TX 77257
CERTIFIED MAIL, RETURN RECEIPT
7011 3500 0000 1111 0447
Subject: Township 162N, Range 99W
Section 20: W2
Section 29: NW4
Divide County, North Dakota

Dear Jack,

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 \$3,211.00:** 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 (406) 671-4662.

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

Sincerely yours,
Irish Oil & Gas, Inc.

Keenan Stanek
Landman

WILLISTON BASIN OFFICE
Wells Fargo Building
400 East Broadway, Suite 305
P.O. Box 2356
Bismarck, North Dakota 58502
701.751.3141

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

EXHIBIT G

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 18th day of April, 2013, by and between Susan Mayfield 1997 Marital Trust, Jack H. Mayfield, Jr. as Trustee whose address is c/o Goldston Oil Corporation, PO Box 570365, Houston, TX 77257, hereinafter called Lessor (whether one or more) and Bavtex 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 20: W2
Section 29: NW4

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

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 480.00 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) years 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 or 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.

Susan Mayfield 1997 Marital Trust

Jack H. Mayfield, Jr. as Trustee

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF Texas)
COUNTY OF)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2013, personally appeared Jack H. Mayfield, Jr., 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

14204

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: April 18th, 2013

Paid thirty (30) days after sight and subject to approval of title
Pay to the Susan Mayfield 1997 Marital Trust, Jack H. Mayfield, Jr. as Trustee
c/o Goldston Oil Corporation
Order of PO Box 570365
Houston, TX 77257

\$3,211.00

Three Thousand Two Hundred Eleven and 00/100 ----- DOLLARS

With Exchange

Consideration for Bonus payment on an Oil & Gas lease dated April 18th, 2013.

TO: **IRISH OIL & GAS, INC.**
PO BOX 2356
BISMARCK, NORTH DAKOTA 58502

Keenan Stanek, Agent

DETACH BEFORE PRESENTING FOR PAYMENT

Description:

Township 162 North, Range 99 West, 5th P.M.
Section 20: W2
Section 29: NW4

County	Divide
State	NORTH DAKOTA
Gross Acres	480.00
Net Acres	4.94
Term	Three (3) Years
Bonus	\$650.00
Royalty	3/16th

This Draft represents 100% of total Bonus.

IRISH OIL & GAS, INC
PO BOX 2356
BISMARCK, NORTH DAKOTA 58502

14204

BAYTEX

ENERGY USA LTD

April 23, 2013

*Via Certified Mail #
7011 1150 0001 8715 7869*

Susan Mayfield 1997 Marital Trust
c/o Goldston Oil Corporation
PO Box 570365
Houston, TX 77257

RE: Twin Butte 17-20-162-99H 1BP Well Proposal
Sections 17 and 20, 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 Twin Butte 17-20-162-99H 1BP well located in the NW/4NE/4 of Section 17, 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 Twin Butte 17-20-162-99H 1BP 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 Twin Butte 17-20-162-99H 1BP well on or about June 3, 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 0.2604% working interest in the proposed well. If you accept this well proposal and elect to participate in the drilling of the Twin Butte 17-20-162-99H 1BP 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

600 Seventeenth Street Telephone 303.825.2777
Suite 1600S Fax 303.825.2700
Denver, CO 80202 www.baytex.com

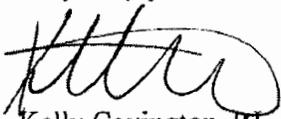
EXHIBIT H

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 Twin Butte 17-20-162-99H 1BP 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
Associate Landman

Well Election

___ I/We elect to participate in Baytex's Well Proposal of the Twin Butte 17-20-162-99H 1BP.

___ I/We elect NOT to participate in Baytex's Well Proposal of the Twin Butte 17-20-162-99H 1BP.

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).

**Susan Mayfield 1997 Marital Trust
c/o Goldston Oil Corporation**

By: _____

Date: _____

BAYTEX

ENERGY USA LTD

Cost Estimate
AFE # U13030028
Well:

<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

EXHIBIT I

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

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

Postmark Here

Sent
 Street or PO
 City, S

Susan Mayfield 1997 Marital Trust
 c/o Goldston Oil Corporation
 PO Box 570365
 Houston, TX 77257

7011 1150 0001 8715 7869

PS Form 3800, August 2006 See Reverse for Instructions

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. 	A. Signature X <i>William Cochran</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	1. Article Addressed to: Susan Mayfield 1997 Marital Trust c/o Goldston Oil Corporation PO Box 570365 Houston, TX 77257	B. Received by (Printed Name) <i>William Cochran</i>
2. Article Number <i>(Transfer from service label)</i>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	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.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

7011 1150 0001 8715 7869

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 Twin Butte 17-20-162-99H 1BP well located in a spacing unit described as Sections 17 and 20, 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 26th day of July, 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:

David Goldal
P.O. Box 265
Crosby, ND 58730

Iris Goldston, Ltd.
Attn: Walter G. Mayfield
P.O. Box 2558
Houston, TX 77257

Susan Mayfield 1997 Marital Trust
Jack H. Mayfield, Jr., Trustee
c/o Goldston Oil Corporation
P.O. Box 570365
Houston, TX 77257



LAWRENCE BENDER

6967523_1.DOC

Fredrikson

& BYRON, P.A.

July 26, 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.

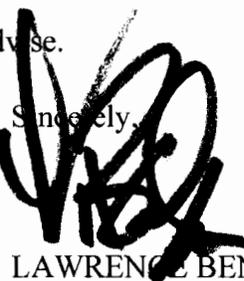
Dear Mr. Hicks:

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.)

7011267_1.DOC

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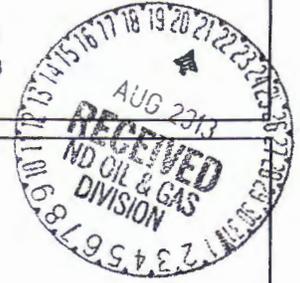
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08/09/13	08/09/13	1	609756 / Case No. 20779 Bismarck Tribune PO:Notice of Hearing	029.00	Legals	833.49	833.49

Affidavit of Publication
 State of North Dakota) SS County of Burleigh
 Before me, a Notary Public for the State of North Dakota
 personally appeared CL who being duly sworn, deposes
 and says that he (she) is the Clerk of Bismarck Tribune Co.,
 and that the publication(s) were made through the
Bismarck Tribune on the following dates,
8/9 Signed Calvin Bantz
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 day of August 20 13
Morgan Doll
 Notary Public in and for the State of North Dakota



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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, August 29, 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, August 16, 2013.

STATE OF NORTH DAKOTA TO:

Case No. 20779: Application of Armstrong Operating, Inc. for an order amending the field rules for the Moraine-Winnepesosis Pool to establish an additional Zone of spacing to create a 320-acre spacing unit comprised of the E/2 of Section 26, T.161N., R.98W., Divide County, ND, authorizing the recompletion of the Hanisch #26-1 well into the Moraine-Winnepesosis Pool within said spacing unit and such other relief as is appropriate.

Case No. 20780: Application of Continental Resources, Inc. for an order amending the field rules for the Chimney Butte-Bakken Pool, Dunn County, ND, to alter the definition of the stratigraphic limits of the pool and such other relief as is appropriate.

Case No. 20781: Application of Continental Resources, Inc. for an order amending the field rules for the Rattlesnake Point-Bakken Pool, Dunn County, ND, to alter the definition of the stratigraphic limits of the pool and such other relief as is appropriate.

Case No. 20782: Application of Continental Resources, Inc. for an order to create and establish a 320-acre spacing and/or drilling unit comprised of the SE/4 of Section 8 and the NE/4 of Section 17, T.129N., R.104W., Bowman County, ND, authorizing the drilling of one horizontal well on said spacing and/or drilling unit in the Red River "C" and "D" Zones of the Medicine Pole Hills Field and such other relief as is appropriate.

Case No. 20468: (Continued) Application of Continental Resources, Inc. for an order amending the field rules for the Indian Hill-Bakken Pool, McKenzie and Williams Counties, 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. 20783: Application of Corinthian Exploration (USA) Corp. for an order amending the field rules for the Souris-Spearfish/Madison Pool to create and establish an overlapping 160-acre spacing unit comprised of the NE/4 of Section 34, T.164N., R.78W., Bottineau County, ND, authorizing the drilling of a total of not more than five horizontal wells on said overlapping 160-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20784: Application of Corinthian Exploration (USA) Corp. for an order extending the field boundaries and amending the field rules for the Roth-Spearfish/Madison Pool, or in the alternative to establish Spearfish spacing in the Cimbrel field, to create and establish a 320-acre spacing unit comprised of the NE/4 of Section 20 and NW/4 of Section 21, T.163N., R.78W., Bottineau County, ND,

authorizing the drilling of a total of not exceed twelve wells on said spacing unit and such other and further relief as is appropriate.

Case No. 20785: Application of Corinthian Exploration (USA) Corp. for an order extending the field boundaries and amending the field rules for the Red Rock-Spearfish Pool, or in the alternative to establish Spearfish spacing in the Haram field, to create and establish nineteen 320-acre spacing units comprised of the E/2 of section 15; SE/4 of Section 21 and SW/4 of section 22; NE/4 of Section 22 and NW/4 of Section 23; SE/4 of Section 23 and NW/4 of Section 24; SE/4 of Section 23 and NW/4 of Section 24; E/2 of Section 24; SE/4 of Section 28 and SW/4 of Section 27; NE/4 of Section 26 and NW/4 of Section 25; SE/4 of Section 26 and SW/4 of Section 25; NE/4

of Section 33 and NW/4 of Section 34; SE/4 of Section 33 and SW/4 of Section 34; SE/4 of Section 34 and SW/4 of Section 35; NE/4 of Section 35 and NW/4 of Section 36; SE/4 of Section 35 and SW/4 of Section 36; T.163N., R.77W.; and NE/4 of Section 25, T.163N., R.77W., and NW/4 of Section 30, T.163N., R.76W.; SE/4 of Section 25, T.163N., R.77W., and SW/4 of Section 30, T.163N., R.76W., NE/4 of Section 36, T.163N., R.77W., and NW/4 of Section 31, T.163N., R.76W., SE/4 of Section 36, T.163N., R.77W., and SW/4 of Section 31, T.163N., R.76W., Bottineau County, ND, authorizing the drilling of a total not to exceed twelve wells on each spacing unit and such other and further relief as is appropriate.

Case No. 20786: Application of EOG Resources, Inc. for an order amending the field rules for the Parshall-Bakken Pool to create and establish an overlapping 1280-acre spacing unit comprised of Sections 1 and 2, T.154N., R.90W., and to create and establish three overlapping 1920-acre spacing units comprised of Sections 34 and 35, T.154N., R.90W. and Section 2, T.153N., R.90W.; and Sections 9, 15 and 16; and Sections 26, 35 and 36, T.154N., R.90W., Mountrail County, ND, authorizing the drilling of a total of not more than three wells on said overlapping 1280-acre spacing unit and each overlapping 1920-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20787: Application of EOG Resources, Inc. for an order amending the field rules for Sections 1, 12, 13, 23, 26 and 35, T.159N., R.91W., Zone III of the Thompson Lake-Bakken Pool, Burke County, ND, authorizing rather than requiring the drilling of not more than a total of six wells on each 1920-acre spacing unit, and such other relief as is appropriate.

Case No. 20490: (Continued) Application for an order amending the field rules for the Rosebud-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. EOG Resources, Inc.; Triangle USA Petroleum Corp.

Case No. 20493: (Continued) Application of EOG Resources, Inc. for an order amending the field rules for the Clear Water-Bakken Pool, Burke and Mountrail Counties, 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. 20494: (Continued) Application of EOG Resources, Inc. for an order amending the field rules for the Kittleson Slough-Bakken Pool, Burke and Mountrail Counties, 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. 20495: (Continued) Application for an order amending the field rules for the Parshall-Bakken Pool, McLean and Mountrail Counties, 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. EOG Resources, Inc.; Hunt Oil Co.; Sinclair Oil & Gas Co.

Case No. 20788: Application of Hunt Oil Co. for an order amending the field rules for the Werner-Bakken Pool to create and establish two overlapping 2560-acre spacing units comprised of Sections 13 and 24, T.146N., R.93W. and Sections 18 and 19, T.146N., R.92W.; and Sections 25 and 36, T.146N., R.93W. and Sections 30 and 31, T.146N., R.92W., Dunn County, ND, authorizing the drilling of one horizontal well on each overlapping 2560-acre spacing unit and such other relief as is appropriate.

Case No. 20789: Application of Hunt Oil Co. for an order amending the field rules for the Wolf Bay-Bakken Pool to create and establish an overlapping 2560-acre spacing unit comprised of Sections 1, 2, 11 and 12, T.146N., R.93W., Dunn County, ND, authorizing the drilling of one horizontal well on said overlapping 2560-acre spacing unit and such other relief as is appropriate.

Case No. 20790: Application of Newfield Production Co. for an order amending the field rules for the Tobacco Garden-Bakken Pool, McKenzie County, ND, to create and establish an overlapping 2560-acre spacing unit comprised of Sections 5, 6, 7 and 8, T.150N., R.99W., authorizing the drilling of a horizontal well on or near the section line between Sections 5 and 8 and Sections 6 and 7, and such other relief as is appropriate.

Case No. 20791: Application of Newfield Production Co. for an order amending the field rules for the Lost Bridge-Bakken Pool to create and establish two overlapping 1280-acre spacing units comprised of Sections 4 and 9; and Sections 10 and 15, T.148N., R.96W., Dunn County, ND, authorizing the drilling of multiple wells on each overlapping 1280-acre spacing unit; and authorizing the drilling, completing and producing of multiple wells on each existing 640-acre spacing unit described as Sections 4, 10 and 15, T.148N., R.96W., Dunn County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20792: Application of Newfield Production Co. for an order requesting relief from Order No. 19656 of the Commission with respect to the provision of such order that requires the drilling of the second horizontal well in each 640-acre spacing unit comprised of Section 1 and Section 12, T.150N., R.100W., prior to the completion of any horizontal well in the standup 1280-acre spacing unit comprised of Sections 1 and 12, T.150N., R.100W., Sandrocks-Bakken Pool, McKenzie County, ND, and such other relief as is appropriate.

Case No. 20793: Application of Samson Resources Co. for an order amending the field rules for the Ambrose-Bakken Pool to create and establish an overlapping 1280-acre spacing unit comprised of Sections 27 and 34, T.163N., R.99W., Divide County, ND, authorizing the drilling of a total not to exceed seven wells on said overlapping 1280-acre spacing unit and such other relief as is appropriate.

Case No. 20794: Application of Samson Resources Co. for an order amending the field rules for the Ambrose-Bakken Pool, Divide County, ND, to create and establish an overlapping 5120-acre spacing unit comprised of Sections 14, 15, 22, 23, 26, 27, 34 and 35, T.163N., R.99W., authorizing the drilling of multiple wells on or near the section line on said spacing unit, and an overlapping 1280-acre spacing unit comprised of Sections 30 and 31, T.163N., R.98W., authorizing the drilling of multiple wells on said overlapping 1280-acre spacing unit; eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20795: Application of Samson Resources Co. for an order amending the field rules for the West Ambrose-Bakken Pool to create and establish an overlapping 4160-acre spacing unit comprised of Sections 25 and 36, T.164N., R.100W., Sections 30 and 31, T.164N., R.99W., Sections 1 and 12, T.163N., R.100W., and Sections 6 and 7, T.163N., R.99W., Divide County, ND, authorizing the drilling of multiple wells on or near the section line on said spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20796: Application of Samson Resources Co. for an order amending the field rules for the Blooming Prairie-Bakken Pool to create and establish two overlapping 1280-acre spacing units comprised of Sections 4 and 9 and Sections 5 and 8, T.162N., R.98W., Divide County, ND, authorizing the drilling of multiple wells on each overlapping 1280-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20797: Application of Slawson Exploration Co., Inc. for an order authorizing the drilling, completing and producing of multiple multi-lateral horizontal wells in existing spacing units in the Stockyard Creek-Bakken Pool, Williams County, ND, in addition to any existing Bakken wells in said spacing units, with a portion of the vertical section of the well open to the Lodgepole Formation above the stratigraphic limits of the Bakken Pool and such other relief as is appropriate.

Case No. 20798: Application of Slawson Exploration Co., Inc. for an order amending the field rules for the Big Bend-Bakken Pool, Mountrail County, ND, to alter the definition of the stratigraphic limits of the pool and such other relief as is appropriate.

Case No. 20799: Application of Slawson Exploration Co., Inc. for an order amending the field rules for the Ross-Bakken Pool, Mountrail County, ND, to alter the definition of the stratigraphic limits of the pool and such other relief as is appropriate.

Case No. 20800: Application of Statoil Oil and Gas LP for an order amending the field rules for the Briar Creek-Bakken Pool to create and establish two 1440-acre spacing units comprised of the E/2 W/2 and E/2 of Sections 5, 8 and 17; and all of Sections 6, 7 and 18 and the W/2 W/2 of Sections 5, 8 and 17, T.152N., R.104W., McKenzie and Williams Counties, ND, authorizing the drilling of a total of not more than six wells on each 1440-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20801: Application of Zenergy, Inc. for an order amending the field rules for the Foreman Butte-Bakken Pool to create and establish four overlapping 2560-acre spacing units comprised of Sections 13, 14, 23 and 24; Sections 15, 16, 21 and 22; Sections 25, 26, 35 and 36; and Sections 27, 28, 33 and 34, T.150N., R.103W., McKenzie County, ND, authorizing the drilling of a total not to exceed six wells on each overlapping 2560-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20654: (Continued) Application of WPX Energy Williston, LLC for an order amending the field rules for the Reunion Bay-Bakken Pool to create and establish two 1280-acre spacing units comprised of Sections 23 and 26; and Sections 24 and 25, T.150N., R.93W., Mountrail and Dunn Counties, ND, authorizing the drilling of a total of not more than seven wells on each 1280-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20498: (Continued) Application of WPX Energy Williston, LLC for an order amending the field rules for the Moccasin Creek-Bakken Pool, Dunn 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. 20500: (Continued) Application for an order amending the field rules for the Eagle Nest-Bakken Pool, Dunn and McKenzie Counties, 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. Enerplus Resources (U.S.A.) Inc.; G3 Operating, L.L.C.; and WPX Energy Williston, LLC

Case No. 20501: (Continued) Application for an order amending the field rules for the McGregor Buttes-Bakken Pool, Dunn 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. Enerplus Resources (U.S.A.) Inc.; G3 Operating, L.L.C.; and WPX Energy Williston, LLC

Case No. 19901: (Continued) 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. 20658: (Continued) Application of Peregrine Petroleum Partners, Ltd. for an order amending the field rules for the Buchhorn-Bakken Pool to create and establish a 1280-acre spacing unit comprised of Sections 27 and 28, T.144N., R.102W., Billings County, ND, authorizing the drilling of a total not to exceed three horizontal wells on said 1280-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

of XTO Energy Inc. for an order amending the field rules for the Murphy Creek-Bakken Pool to create and establish five overlapping 1280-acre spacing units comprised of Sections 33 and 34; Sections 34 and 35, T.145N., R.95W.; Section 33, T.145N., R.95W., and Section 1, T.144N., R.96W.; Sections 2 and 11; and Sections 3 and 10, T.144N., R.96W., Dunn County, ND, authorizing the drilling of multiple wells on each overlapping 1280-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20662: (Continued) Application of XTO Energy Inc. for an order amending the field rules for the Siverston-Bakken Pool to create and establish an overlapping 1280-acre spacing unit comprised of Sections 17 and 20, T.150N., R.97W., McKenzie County, ND, authorizing the drilling of a total not to exceed ten wells on said overlapping 1280-acre spacing unit, and to create and establish an overlapping 2560-acre spacing unit comprised of Sections 29, 30, 31 and 32, T.150N., R.98W., McKenzie County, ND, authorizing the drilling of a horizontal well on said overlapping 2560-acre spacing unit, and such other relief as is appropriate.

Case No. 20663: (Continued) Application of XTO Energy Inc. for an order authorizing the drilling, completing and producing of a total of ten wells on an existing 640-acre spacing unit described as Section 4, T.149N., R.97W., Siverston-Bakken Pool, McKenzie County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20802: Application of Crescent Point Energy U.S. Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 25, 26, 35 and 36, T.164N., R.100W., West Ambrose-Bakken Pool, Divide County, ND as provided by NDCC Section 38-08-08 and such other relief as is appropriate.

Case No. 20803: Application of Crescent Point Energy U.S. Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 27, 28, 33 and 34, T.164N., R.100W., West Ambrose-Bakken Pool, Divide County, ND as provided by NDCC Section 38-08-08 and such other relief as is appropriate.

Case No. 20804: Application of Crescent Point Energy U.S. Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 29, 30, 31 and 32, T.164N., R.100W., Colgan-Bakken Pool, Divide County, ND as provided by NDCC Section 38-08-08 and such other relief as is appropriate.

Case No. 20805: Application of Crescent Point Energy U.S. Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 26 and 35, T.158N., R.101W., Little Muddy-Bakken Pool, Williams County, ND as provided by NDCC Section 38-08-08 and such other relief as is appropriate.

Case No. 20806: In the matter of the petition for a risk penalty of Fidelity Exploration & Production 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 CPEUSC DeFrance #12-1-158N-100W well located in a spacing unit described as Sections 1 and 12, T.158N., R.100W., Winner-Bakken Pool, Williams County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20807: In the matter of the petition for a risk penalty of Fidelity Exploration & Production 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 Jack #3-4-33H well located in a spacing unit described as Sections 33 and 34, T.154N., R.92W., Sanish-Bakken Pool, Mountrail County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20808: In the matter of the petition for a risk penalty of Fidelity Exploration & Production 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 Kuntz #25-36H well located in a spacing unit described as Sections 25 and 36, T.140N., R.98W., Green River-Bakken Pool, Stark County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20809: In the matter of the petition for a risk penalty of Fidelity Exploration & Production 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 Bauer #25-36H well located in a spacing unit described as Sections 25 and 36, T.140N., R.98W., Green River-Bakken Pool, Stark County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20810: In the matter of the petition for a risk penalty of Fidelity Exploration & Production 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 Kubas #12-1H well located in a spacing unit described as Sections 1 and 12, T.140N., R.98W., New Hradec-Bakken Pool, Stark County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20811: In the matter of the petition for a risk penalty of Fidelity Exploration & Production 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 Ronald #11-32H well located in a spacing unit described as Section 32, T.155N., R.91W., Stanley-Bakken Pool, Mountrail County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20812: 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 27 and 34, T.159N., R.99W., Burg-Bakken Pool, Williams County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 20813: 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 7, 18, 19 and 30, T.145N., R.96W., Jim Creek-Bakken Pool, Dunn 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. 20814: 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 Section 31, T.147N., R.96W., and Sections 6, 7 and 18, T.146N., R.96W., Rattlesnake Point-Bakken Pool, Dunn 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. 20815: Application of Continental Resources, Inc. for an order authorizing the drilling, completing and producing of a total not to exceed fourteen wells on an existing overlapping 2560-acre spacing unit described as Section 31, T.147N., R.96W., and Sections 6, 7 and 18, T.146N., R.96W., Rattlesnake Point-Bakken Pool, Dunn County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20816: Application of Continental Resources, Inc. for an order authorizing the drilling, completing and producing of a total not to exceed seven wells on an existing 1280-acre spacing unit described as Sections 19 and 30, T.146N., R.96W., Jim Creek-Bakken Pool, Dunn County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20817: Application of Continental Resources, Inc. for an order allowing the production from the following described wells: Rollefstad Federal #4-3H-2, Rollefstad Federal #5-3H-3, Rollefstad Federal #6-3H-2, located in Lot 3, Rollefstad Federal #7-3H-1, Rollefstad Federal #8-3H-3, Rollefstad Federal #9-3H, Rollefstad Federal #10 3H 2, located in Lot 2; Rollefstad Federal #11-3H-1, Rollefstad Federal #12-3H-3, Rollefstad Federal 13-3H, Rollefstad Federal 14-3H-2, located in Lot 1; Section 3, T.152N., R.94W., Antelope Field, McKenzie County, ND, to be produced into the Rollefstad Central Tank Battery or production facility located in Section 3, T.152N., R.94W., McKenzie County, ND, as an exception to the provisions of NDAC § 43-02-03-48 pursuant to 43-02-03-48.1, and such other relief as is appropriate.

Case No. 20818: Application of Samson Resources Co. 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 30 and 31, T.163N., R.98W., Ambrose-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. 20819: Application of Samson Resources Co. 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 4 and 9, T.162N., R.98W., Blooming Prairie-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. 20820: Application of Samson Resources Co. 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 5 and 8, T.162N., R.98W., Blooming Prairie-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. 20692: (Continued) Application of Samson Resources Co. 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 27 and 34, T.163N., R.99W., Ambrose-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. 20821: Application of Enerplus Resources (U.S.A.) Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 18 and 19, T.152N., R.94W., McKenzie County, ND, Antelope-Sanish Pool, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 20822: Application of Enerplus Resources (U.S.A.) Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 28 and 33, T.152N., R.94W., McKenzie County, ND, Antelope-Sanish Pool, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 20823: Application of Enerplus Resources (U.S.A.) Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as the E/2 of Section 29 and the E/2 of Section 32, T.152N., R.94W., McKenzie County, ND, Antelope-Sanish Pool, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 20824: Application of Enerplus Resources (U.S.A.) 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.150N., R.94W., McKenzie County, ND, Spotted Horn-Bakken Pool, 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. 20825: Application of Enerplus Resources (U.S.A.) Inc. for an order authorizing the drilling, completing and producing of a total of ten wells on each existing 1280-acre spacing unit described as Sections 18 and 19 and Sections 28 and 33, T.152N., R.94W., Antelope-Sanish Pool, McKenzie County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20826: Application of WPX Energy Williston, LLC 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 4 and 9, T.150N., R.92W., Van Hook-Bakken Pool, Mountrail County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20827: Application of WPX Energy Williston, LLC for an order authorizing the drilling, completing and producing of a total not to exceed seven wells on an existing 1280-acre spacing unit described as Sections 13 and 24, T.150N., R.92W., Van Hook-Bakken Pool, Mountrail County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20828: Application of WPX Energy Williston, LLC for an order authorizing the drilling, completing and producing of a total not to exceed eleven wells on each existing 1280-acre spacing unit described as Sections 29 and 32 and Sections 30 and 31, T.151N., R.94W., Antelope-Sanish Pool, McKenzie County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20829: Application of WPX Energy Williston, LLC for an order authorizing the drilling, completing and producing of a total not to exceed eleven wells on an existing 1280-acre spacing unit described as Sections 1 and 2, T.150N., R.94W., Spotted Horn-Bakken Pool, McKenzie and Mountrail Counties, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20830: Application of WPX Energy Williston, LLC for an order authorizing the drilling, completing and producing of a total not to exceed eleven wells on an existing 1280-acre spacing unit described as Sections 18 and 19, T.149N., R.94W., Squaw Creek-Bakken Pool, McKenzie County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20831: Application of Corinthian Exploration (USA) Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as the SE/4 of Section 2, T.163N., R.77W., North Souris-Spearfish Pool, Bottineau County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 20832: Application of Corinthian Exploration (USA) Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as the SW/4 of Section 3 and the SE/4 of Section 4, T.163N., R.77W., North Souris-Spearfish Pool, Bottineau County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 20833: Application of Corinthian Exploration (USA) Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as the NW/4 of Section 3 and the NE/4 of Section 4, T.163N., R.77W., North Souris-Spearfish Pool, Bottineau County, ND, as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 20834: Application of EOG 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 18 and 19, T.155N., R.90W., Stanley-Bakken Pool, Mountrail 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. 20835: Application of EOG Resources, Inc. for an order authorizing the drilling, completing and producing of a total of not more than three wells on each existing 1280-acre spacing unit comprised of Sections 5 and 6; Sections 12 and 13, T.153N., R.90W.; and on each existing 1920-acre spacing unit comprised of Sections 9, 15 and 16; Sections 21, 22 and 27; Sections 22, 23 and 26; Sections 27, 28 and 34, T.153N., R.90W.; and Sections 5, 6 and 8, T.152N., R.90W., Parshall-Bakken Pool, Mountrail County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20836: Application of Slawson Exploration Co., Inc. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Lots 5, 6, 7, 8, and 9, the SESE, plus those portions of the bed of the Missouri River and the accretions to Lots 5, 6, 8, and 9 lying within the Fort Berthold Indian Reservation in Section 11, and Lots 5, 6, 7, and 8, and the S/2 S/2 of Section 12, T.152N., R.93W., Sanish-Bakken Pool, Mountrail and McKenzie Counties, ND as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 20837: Application of Slawson Exploration Co., 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 26 and 35, T.152N., R.93W., Big Bend-Bakken Pool, Mountrail 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. 20838: Application of Slawson Exploration Co., Inc. for an order authorizing the drilling, completing and producing of a total of six wells on each existing 640-acre spacing unit described as Section 13; Section 14; and Section 15, T.154N., R.99W., Stockyard Creek-Bakken Pool, Williams County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20839: Application of Slawson Exploration Co., Inc. for an order authorizing the drilling, completing and producing of a total of seven wells on an existing 1280-acre spacing unit described as Sections 1 and 12, T.148N., R.100W., Bully-Bakken Pool, McKenzie County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20840: Application of Slawson Exploration Co., Inc. for an order authorizing the drilling, completing and producing of a total of seven wells on an existing 1280-acre spacing unit described as Sections 9 and 16, T.158N., R.94W., East Tioga-Bakken Pool, Mountrail County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20841: In the matter of the petition for a risk penalty of Triangle USA Petroleum Corp. 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 Steen #149-101-13-24-1H well located in a spacing unit described as Sections 13 and 24, T.149N., R.101W., Antelope Creek-Bakken Pool, McKenzie County, North Dakota, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20842: In the matter of the petition for a risk penalty of Triangle USA Petroleum Corporation 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 Steen #149-101-13-24-3H well located in a spacing unit described as Sections 13 and 24, T.149N., R.101W., Antelope Creek-Bakken Pool, McKenzie County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20843: Application of Mountain Divide, LLC for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 26 and 35, T.163N., R.101W., in a field yet to be determined in the Bakken Pool, Divide County, ND as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 20844: 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 Twin Butte #17-20-162-99H IPB well located in a spacing unit described as Sections 17 and 20, 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. 20845: 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 Haugenoe #21-16-162-99H IPB well located in a spacing unit described as Sections 16 and 21, 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. 20846: In the matter of the petition for a risk penalty of Newfield Production 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 Johnsrud #150-98-6-7-1H well located in a spacing unit described as Sections 6 and 7, T.150N., R.98W., Siverston-Bakken Pool, McKenzie County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20847: In the matter of the petition for a risk penalty of Newfield Production 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 Johnsrud #150-98-6-7-2H well located in a spacing unit described as Sections 6 and 7, T.150N., R.98W., Siverston-Bakken Pool, McKenzie County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20848: In the matter of the petition for a risk penalty of Newfield Production 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 Johnsrud #150-98-6-7-3H well located in a spacing unit described as Sections 6 and 7, T.150N., R.98W., Siverston-Bakken Pool, McKenzie County, ND, pursuant to NDAC § 43-02-03-88.1, and such other relief as is appropriate.

Case No. 20849: Application of Hunt Oil Co. for an order authorizing the drilling, completing and producing of a total not to exceed five wells on each existing 1280-acre spacing unit described as Sections 1 and 12 and Sections 2 and 11, T.146N., R.93W., Wolf Bay-Bakken Pool, Dunn County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20850: Application of Hunt Oil Co. for an order authorizing the drilling, completing and producing of a total not to exceed five wells on each existing 1280-acre spacing unit described as Sections 13 and 24; Sections 25 and 36, T.146N., R.93W.; Sections 18 and 19; and Sections 30 and 31, T.146N., R.92W., Werner-Bakken Pool, Dunn County, ND, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20851: Application of Legacy Oil & Gas ND, Inc. for an order allowing the production from the Legacy Et Al Berge #13-6 2H well, located in SWSW of Section 6, T.163N., R.76W., North Souris Field, Bottineau County, ND, to be produced into the Legacy Et Al Berge 13-6H Central Tank Battery or production facility located in Section 6, T.163N., R.76W., Bottineau County, ND, as an exception to the provisions of NDAC § 43-02-03-48 pursuant to 43-02-03-48.1, and such other relief as is appropriate.

Case No. 20852: Application of Legacy Oil & Gas ND, Inc. for an order allowing the production from the Legacy Et Al Berge #5 7 2H well, located in SWNW of Section 7, T.163N., R.76W., Red Rock Field, Bottineau County, ND, to be produced into the Legacy Et Al Berge 5-7H Central Tank Battery or production facility located in Section 7, T.163N., R.76W., Bottineau County, ND, as an exception to the provisions of NDAC § 43-02-03-48 pursuant to 43-02-03-48.1, and such other relief as is appropriate.

Signed by,
Jack Dalrymple, Governor
Chairman, ND Industrial Commission
8/9 - 609756



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:

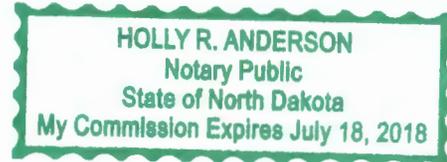
August 7, 2013 208 lines @ 0.63 = \$131.04

TOTAL CHARGE \$131.04

Signed *Cecile L. Krimm*
Cecile L. Krimm, Publisher

Subscribed and sworn to before me August 7, 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, August 29, 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, August 16, 2013.

STATE OF NORTH DAKOTA
TO:

Case No. 20779: Application of Armstrong Operating, Inc. for an order amending the field rules for the Moraine-Winnipegosis Pool to establish an additional Zone of spacing to create a 320-acre spacing unit comprised of the E/2 of Section 26, T.161N., R.98W., Divide County, ND, authorizing the recompletion of the Hanisch #26-1 well into the Moraine-Winnipegosis Pool within said spacing unit and such other relief as is appropriate. **Case No. 20793:** Application of Samson Resources Co. for an order amending the field rules for the Ambrose-Bakken Pool to create and establish an overlapping 1280-acre spacing unit comprised of Sections 27 and 34, T.163N., R.99W., Divide County, ND, authorizing the drilling of a total not to exceed seven wells on said overlapping 1280-acre spacing unit and such other relief as is appropriate.

Case No. 20794: Application of Samson Resources Co. for an order amending the field rules for the Ambrose-Bakken Pool, Divide County, ND, to create and establish an overlapping 5120-acre spacing unit comprised of Sections 14, 15, 22, 23, 26, 27, 34 and 35, T.163N., R.99W., authorizing the drilling of multiple wells on or near the section line on said spacing unit, and an overlapping 1280-acre spacing unit comprised of

Sections 30 and 31, T.163N., R.98W., authorizing the drilling of multiple wells on said overlapping 1280-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20795: Application of Samson Resources Co. for an order amending the field rules for the West Ambrose-Bakken Pool to create and establish an overlapping 4160-acre spacing unit comprised of Sections 25 and 36, T.164N., R.100W., Sections 30 and 31, T.164N., R.99W., Sections 1 and 12, T.163N., R.100W., and Sections 6 and 7, T.163N., R.99W., Divide County, ND, authorizing the drilling of multiple wells on or near the section line on said spacing unit, eliminating any tool error requirements and such other relief as is appropriate. **Case No. 20796:** Application of Samson Resources Co. for an order amending the field rules for the Blooming Prairie-Bakken Pool to create and establish two overlapping 1280-acre spacing units comprised of Sections 4 and 9 and Sections 5 and 8, T.162N., R.98W., Divide County, ND, authorizing the drilling of multiple wells on each overlapping 1280-acre spacing unit, eliminating any tool error requirements and such other relief as is appropriate.

Case No. 20802: Application of Crescent Point Energy U.S. Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 25, 26, 35 and 36, T.164N., R.100W., West Ambrose-Bakken Pool, Divide County, ND as provided by NDCC Section 38-08-08 and such other relief as is appropriate.

Case No. 20803: Application of Crescent Point Energy U.S. Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 27, 28, 33 and 34, T.164N., R.100W., West Ambrose-Bakken Pool, Divide County, ND as provided by NDCC

Section 38-08-08 and such other relief as is appropriate.

Case No. 20804: Application of Crescent Point Energy U.S. Corp. for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 29, 30, 31 and 32, T.164N., R.100W., Colgan-Bakken Pool, Divide County, ND as provided by NDCC Section 38-08-08 and such other relief as is appropriate.

Case No. 20818: Application of Samson Resources Co. 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 30 and 31, T.163N., R.98W., Ambrose-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. 20819: Application of Samson Resources Co. 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 4 and 9, T.162N., R.98W., Blooming Prairie-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. 20820: Application of Samson Resources Co. 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 5 and 8, T.162N., R.98W., Blooming Prairie-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. 20692: (Continued)
Application of Samson Resources Co. 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 27 and 34, T.163N., R.99W., Ambrose-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. 20843: Application of Mountain Divide, LLC for an order pursuant to NDAC § 43-02-03-88.1 pooling all interests in a spacing unit described as Sections 26 and 35, T.163N., R.101W., in a field yet to be determined in the Bakken Pool, Divide County, ND as provided by NDCC § 38-08-08 and such other relief as is appropriate.

Case No. 20844: 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 Twin Butte #17-20-162-99H IBP well located in a spacing unit described as Sections 17 and 20, 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. 20845: 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 Haugenoe #21-16-162-99H IPB well located in a spacing unit described as Sections 16 and 21, 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.

Signed by,
Jack Dalrymple, Governor
Chairman, ND Industrial
(8-7)