

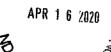






#### SEISMIC COMPLETION REPORT

INDUSTRIAL COMMISSION OF NORTH DAKOTA OIL AND GAS DIVISION 600 EAST BOULEVARD DEPT 405 BISMARCK, ND 58505-0840 SFN 51456 (03-2005)





Permit No. <b>97-0297</b>												
Shot Hole Operation						*Non-Explosive Operations						
Shot rible Operation	JIIS					Vibroseis						
		<del></del>				VIDIOSEI	.5					
SECTION 1												
Geophysical Contr												
BayGeo, Inc												
Project Name and Number						County(s)						
North Sergis	3 2020 3-D	ı				Bottineau County						
Township(s) 163N				Range(s) 80W	,							
Drilling and Pluggi	ng Contractor	rs				<u></u>						
NA												
Date Commenced						Date Comple	eted					
February 17	, 2020				!	1	ry 21, 2026	0				,
SECTION 2												
First S.P. #	•					Last S.P. #						
NA					,	NA						
Loaded Holes (Un	detonated Sh	ot Points)				<u> </u>						
NA		-										
S.P.#'s				~								
Charge Size	,								-			
 Depth												
Reasons Holes W	ore Not Shot	<u></u>	<u> </u>	لــــــا	L				L			لـــــــا
SECTION 3												
Flowing Holes and	or Blowouts											
S.P.#s												
None												
Procedure for Plug	iging Flowing	Holes and/or	Blowouts									
NA												
İ												
i												
Include a 7.5 minu				or a compute	r generated p	post-plot facsi	imile of the ar	pproximate so	ale displayin	g each		

<sup>\*</sup>Non-Explosive Operations - Complete Section 1 and Affidavit.

### AFFIDAVIT OF COMPLETION (GEOPHYSICAL CONTRACTOR) STATE OF Michigan COUNTY OF Grand Traverse Pam Hornak Before me. \_\_\_\_\_, a Notary Public in and for the said Philip VanHollebeke County and State, this day personally appeared who being first duly sworn, deposes and says that (s)he is employed by BayGeo, Inc. , that (s)he has read North Dakota Century Code Section 38-08.1, that the foregoing seismic project has been completed in accordance with North Dakota Administrative Code Rule 43-02-12 and that the statements on the reverse side of this document are true. Geophysical Contractor Representative 2020 19 day of March Subscribed in my presence and sworn before me this Notary Public Lamela & Hone PAMELA SUE HORNAK NOTARY PUBLIC, STATE OF MA 8/24/25 My Commission Expires COUNTY OF LEELANAU MY COMMISSION EXPIRES Aug 28, 2025 AUTHO IN COUNTY OF Grand Traverse





February 4, 2020

Mr. Ron Carr Vice President BayGeo, Inc. 528 Hughes Drive, Traverse City, MI 49696

RE: NORTH SERGIS 2020 3-D

GEOPHYSICAL EXPLORATION PERMIT #97-0297

BOTTINEAU COUNTY

NON-EXPLOSIVE METHOD

Dear Mr. Carr:

Be advised that your Geophysical Exploration permit is conditionally approved; effective for one year from February 4, 2020.

#### PERMIT STIPULATIONS:

- PURSUANT TO NDAC 43-02-12-05 (DISTANCE RESTRICTION)
  - Non-explosive exploration methods may not be conducted less than 300 feet from water wells, buildings, underground cisterns, pipelines, and flowing springs.
- In addition, pursuant to NDAC 43-02-12-06 (NOTIFICATION OF WORK PERFORMED), "The director is authorized to suspend operations of the entire geophysical project, or any portion thereof, if further activity will cause excessive damage to the surface of the land".

Review the following conditions for your permit:

- A pre-program meeting with state seismic inspector Tom Torstenson is required. You must contact him at 701-290-1546 (cell) or 701-227-7436 at least 24 hours prior to any exploration operations. <u>Also, a copy of the entire permit is required</u> for all contractors at the pre-program meeting.
  - All variances for distance restrictions are to be furnished, and a pre-plot map displaying any source points that do not comply with the distance restriction rule must be supplied to the inspector.
  - 3. The following information must be submitted within 30 days of the completion of the project by the Geophysical Company:
    - a. Completion Report,

b. Completion Affidavit,

c. Post Plot Map. It must show all water wells, buildings, underground cisterns, pipelines, and flowing springs that fall within the program area and within one half mile of the perimeter of the program.

d. Must provide a GIS layer using NAD83 in an Esri shape file format and an Image file (.img) on a Flash Drive or email; <u>ttorstenson@nd.gov</u> with all

source and receiver points,

4. The permit agent shall notify the operator of the land at least seven days before commencement of any geophysical exploration activity, unless waived by mutual agreement of both parties. The notice must include the approximate time schedule and the location of the planned activity.

 Information regarding the location of water wells, springs, etc.; refer to the following ND State Water Commission Mapservice website, at:

http://mapservice.swc.state.nd.us/

6. The entire permit can be viewed, as well as the status of various seismic projects in the state, at: <a href="https://www.dmr.nd.gov/oilgas/seismic/seismicstats.asp">https://www.dmr.nd.gov/oilgas/seismic/seismicstats.asp</a>

Should you have any questions regarding this matter, feel free to contact me at 701-328-8020, or Tom Torstenson at the number listed in paragraph 1.

Sincerely,

Todd L. Holweger Permit Manager



## GEOPHYSICAL EXPLORATION PERMIT - FORM GE 1 INDUSTRIAL COMMISSION OF NORTH DAKOTA

INDUSTRIAL COMMISSION OF NORTH DAKOTA OIL AND GAS DIVISION 600 EAST BOULEVARD DEPT 405 BISMARCK, ND 58505-0840 SFN 51459 (03-2011)

#### Received

JAN 3 1 2020

1) a. Company		Address			_	3/11 ZUZU	
BayGeo, Inc.			Drive, Tra	verse City, Ml. 4	9696	ND Oil & Gas	
Contact Ron Carr		Telephone (231) 941-7	Telephone (231) 941-7660			Division	
Surety Company United States Fir	e Insurance Co.	\$25,000.00					
2) a. Subcontractor(s)		Address			Telephone		
b. Subcontractor(s)		Address			Telephone		
) Party Manager Greg Southworth		Address (local) TBA			Telephone (local (989) 965-41		
) Exploration Method ( Non-Explosive	20 3D - Line Nos. S Shot Hole, Non-Explosive (Vibroseis)	e, 2D, 3D, Other)	even) R101	l thru R137 (odd	0.		
✓ 300 feet - NonExp	(Must check all that appl plosive - Distance setbact ple - Distance setbacks a	s apply to water we					
') Size of Hole 3-D n/a	Amt of Charge n/a	Depth n/a	Source	points per sq. mi. 284.1	No. of sq. mi. 1.633		
Size of Hole 2-D n/a	Amt of Charge n/a	Depth n/a	Source	points per in. mi. n/a	No. of In. mi. n/a		
) Approximate Start Da February 5, 2020				pproximate Completion March 15, 2020	on Date		
		AT LEAST 24 HO			NCEMENT OF G	EOPHYSICAL OPERATION	
) Location of Proposed	A CALL DESIGNATION AND A STREET OF THE STREET	AT ELACT 24 NO	ONO IN ADV	ANCE OF COMME	NCEMENT OF G	LOFTI SICAL OF ERATION	
Bottineau	Troject - County						
	Section			Т.		R.	
	Section	23,24,25,26,_36		T.	163N	R. 80W	
Section(s),				T.		R.	
Township(s & Range(s)	Soction			T.		R.	
	Section			T.		R.	
	Section			T,		R.	
hereby swear or affirm	that the information prov	ided is true, complet	e and correct	as determined from a	all available records	Date January 31, 2020	
Signature	Printed Name James Switz	zer		itle Agent			
mail Address(es) James.Switzer@l-	larbingerX.com						
					Permit C	Conditions	
	(This space for State	office use)		11			
Permit No.		Approval Date				at pre-program meeting	
9	2-0297	2/4/	20			be aware of all NDIC Rules stance restrictions).	
Approved by	she Colon					and the second s	
itle (	Mineral Resource	ces Permit Mana	iger	" See	attached letter.		



# North Sergis 2020 3D

# **OPERATIONS**

	BAY GEOPHYSICAL	GEO NO:	
LICENSE NO:	ТВА	NTS MAPSHEETS:	
PERMITEE:	ТВА	EQUIPMENT:	
PERMIT NO:	ТВА	ENERGY SOURCE:	VIBROSEIS
		MAP DATE: Thursday	, January 23, 2020

### PROGRAM SUMMARY

LINE TYPES		LINE TYPES SUBTOTAL
CROSS COUNTRY		47.18 km
LANDS CLASSIFICATION SUBTOTAL	47.18 km	

### PROGRAM TOTAL AREA: 4.3 km<sup>2</sup>

	UTM ZONE	
1:15,000	14	
0 0.5	DATUM	
0.3	Km NAD 83	

MAP VERSION					
VERSION	DESCRIPTION	DATE			
1	Preliminary Plan				
	Operations / Application Map - Line numbers changed to refect year	Jan 21, 2020			

### **Parameters**

#### Receiver:

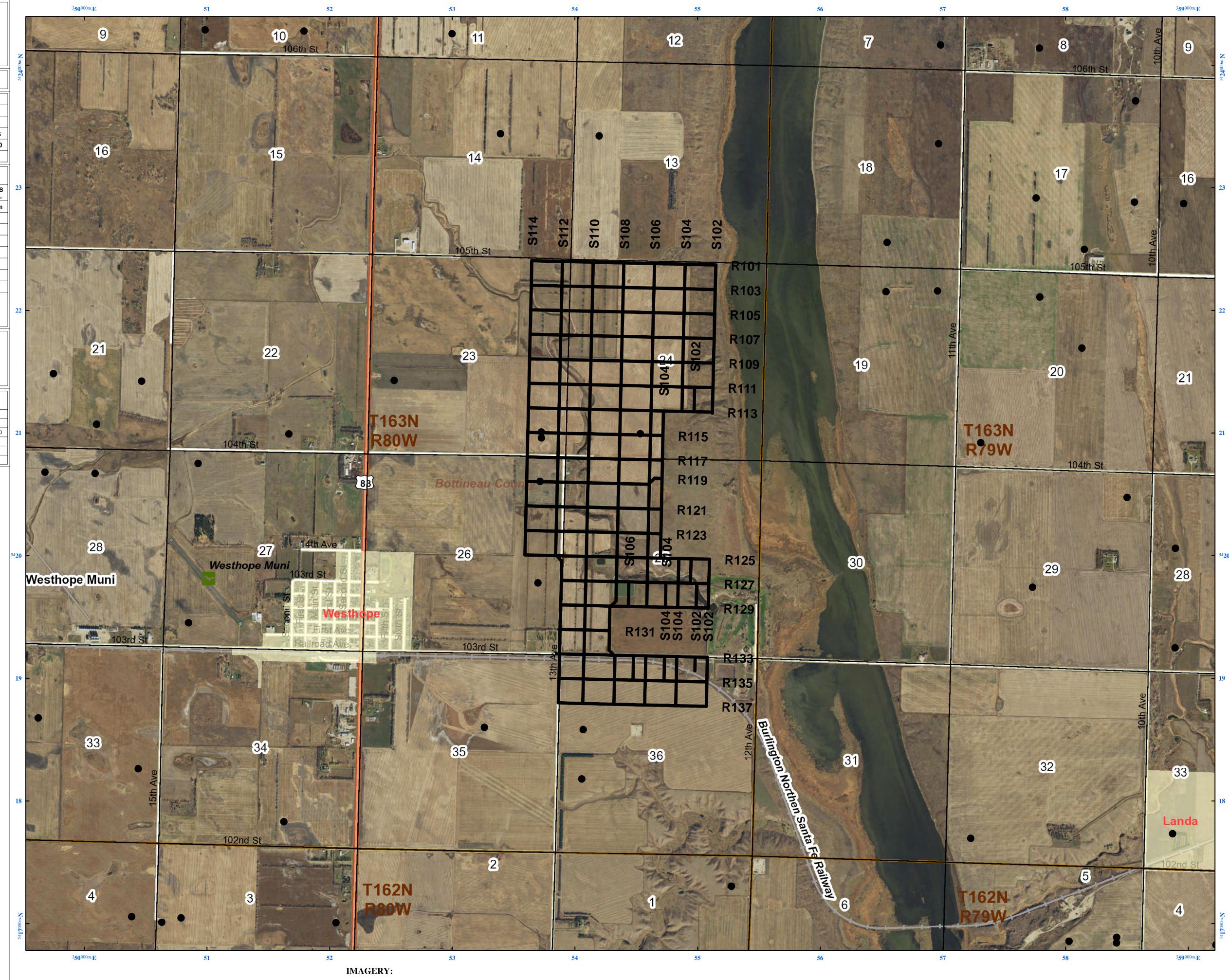
single/spike 480 **Active Traces** All Live Patch (3D) Roll in/out no Stn Interval 50.00 m Line Interval (3D) 200.00 m Array none Center on stn Point Count 480 pts Kilometers 24.00 km 19 Ins No. of Lines

### Source:

**Dual Vibrator** Type Effort 10 swps x 12 secs Stn Interval 50.00 m Line Interval (3D) 250 Array 2 over ? Center on stn Point Count 464 pts Kilometers 23.18 km No. of Lines 7 Ins Extra Source no

### Recording:

Sample Rate 1 ms Record Length 3 sec Winter 2019/20 Commencement:



FILE: M:\CLIENTS\CLIENTS 2019\Divestco\Resonance\121919 - North Sergis 2020 3D\ North Sergis 2020 3D.mxd 8:50:54 PM





February 4, 2020

The Honorable Lisa Herbel Bottineau County Auditor 314 W 5<sup>th</sup> St. Ste. 10 Bottineau, ND 58318-1204

> RE: Geophysical Exploration Permit #97-0297

Dear Ms. Herbel:

Pursuant to Section 38-08.1-04.2 of the North Dakota Century Code, please be advised that BayGeo, Inc. was issued the above captioned permits on February 4, 2020 will remain in effect for a period of one year. The permits can be viewed on our website at: <a href="https://www.dmr.nd.gov/oilgas/seismic/seismicstats.asp">https://www.dmr.nd.gov/oilgas/seismic/seismicstats.asp</a>

Should you have any questions, please contact our office.

Sincerely,

Todd L. Holweger Permit Manager



#### Harbinger Exploration Corp.

71 Scenic Rise NW, Calgary, Alberta Canada T3L 1A7 Tel: 403-542-6713

January 30, 2020

Industrial Commission of North Dakota Oil and Gas Division 600 East Boulevard Dept. 405 Bismarck, ND 58505-0840

Dear Mr. Todd Holweger:

AFF	DA	171	T
AFF	DA	L V J	u.

Canada )
Province of Alberta ) S.S.

I, James Switzer, of Calgary, Alberta, Canada, MAKE OATH AND SAY THAT:

KITSON

**EXPIRES** 

1. I, James Switzer, of Calgary, Alberta, Canada an approved agent of BayGeo, Inc., State that all operators of the land and each landowner within one-half mile of the land on which the geophysical exploration activities are to conducted on the North Sergis 2020 3D Seismic exploration program have been provided with a copy of Section 38-08.1 (Exploration Permit) and NDCC Chapter 38.11.1 (Oil ang Gas Production Damage Compensation), per the requirement of Geophysical Exploration Permit <u>TBA</u>.

SWORN/AFFIRMED BEFORE ME.

at Calgary

Alberta, on

this 30nd day of January,

mes Switzer

A NOTARY PUBLIC IN AN

The Province of Alberta

My Commission expires: 06/2



### Harbinger Exploration Corp.

71 Scenic Rise NW, Calgary, Alberta Canada T3L 1A7 Tel: 403-542-6713

#### SENT VIA EMAIL/COURIER

January 27, 2020

Industrial Commission of North Dakota Oil and Gas Division 600 East Boulevard Dept 405 Bismark, ND 58505-0840

Dear Mr. Todd Holweger:

Re: Request for Geophysical Exploration Permit

Geophysical Prospect: North Sergis 2020 3D

Company: BayGeo, Inc.
Location: Bottineau County

Please find attached our request for a Geophyiscal Exploration Permit – Form GE 1 and required additional information. If you have any questions concerning this matter, please contact me at 403-542-6713, or email James.Switzer@HarbingerX.com.

Yours truly,

James Switzer, General Manager Harbinger Exploration Corp.

James.Switzer@HarbingerX.com

/js

encl.



#### GEOPHYSICAL EXPLORATION SUNDRY NOTICE - FORM GE 4

INDUSTRIAL COMMISSION OF NORTH DAKOTA OIL AND GAS DIVISION 600 EAST BOULEVARD DEPT 405 BISMARCK, ND 58505-0840 SFN 51458 (03-2011) Received

PERMIT# 97-0297

JAN 3 1 2020

Project Name	ND Oil & Gas	
North Sergis 2020 3D	ND Oil & Gas Division	
County		-
Bottineau		
Supplemental Information		
Please see attached: J. Clark Salyer National Wildlife Refuge Com	mercial Activities Special Use Permit.	

Company Bay Geophysical Inc.		(231) 941-7660
Address 528 Hughs Drive		
City Traverse City	State MI	Zip Code 49696
Signature /	Printed Name James Switzer	
Title Agent	Date January 22, 20	20
Email Address James.SWitzer@Harbinger	C.com	

Confidence FOR STATE USE	w/Refuge
FOR STATE USE	ONLY

Received	☐ Approved
Date 2/4/2	20
By (8) 18	A
Title Mineral Resource	ces Permit Manager



#### J. Clark Salyer National Wildlife Refuge Commercial Activities Special Use Permit

Permit #: 62620-2020-05

	,	roi Oiliciai	ose Offiy)
Permit Term:	From:	0	To:
	2/1/202	U	3/31/2020
1) Permittee Name/Business:	Phil Va	nHollebeke,	Bay Geophysical, Inc.
2) Permit Activity Type:	Geophy	sical Survey	r(82 Acres on JCSNWR)
3) Permit Status:	<b>V</b>	Approved	If approved, provide special conditions (if any) in the text bobelow.
		Denied	If denied, provide justification in the text box below.
See Attached Special Conditions - Bay Geophysical			
A) Are there additional special conditions attached to the permit?	Yes	O No	O N/A
5) Have details on any Conviction(s) and/or Notice of Violation(s) been received?	O Yes	● No	ON/A
6) Are licenses/permits required, and have they been verified?	O Yes	● No	ON/A
7) Are Insurance and/or Certification(s) required, and have they been verified?	O Yes	O No	● N/A
8) Has a Minimum Requirements Decision Assessment been conducted?	O Yes	O No	● N/A
If yes, is assessment attached?	O Yes	● No	
9) Record of Payments:	● Full	O Partial	Exempt Amount of full payment: \$615.00
10) Is a surety bond or security deposit required?	O Yes	No	O N/A
	essed or i	mplied there	pted by the applicant signed below, subject to the terms, ein, and to the notice, conditions, and requirements included may be shown at any time to any refuge staff
11) Permit approved/issued by: (Signature and title)	12) Per	mit accepte	d by: (Signature of permittee)
My William		_1	2 <u></u>
Date: 01/16/2020	Date:	1/16/20:	20

#### General Conditions and Requirements

- 1) Responsibility of Permittee: The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence orfailure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.
- 2) Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

- 3) Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.
- 4) Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.
- 5) Compliance: The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.
- 6) Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.
- 7) Payments: All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.
- 8) Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.
- 9) Revocation Policy: The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.
- 10) Damages: The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.
- 11) Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service

### **Special Conditions**

#### J. Clark Salyer NWR Geophysical Exploration

- 1. All materials brought onto the Refuge (survey aids, lath, fence posts, pin flags, plastic flagging, litter, etc.) must be removed and properly disposed of no more than three (3) days after survey operations are complete.
- 2. All fences that have been taken down, cut or otherwise manipulated to allow access to the Refuge must be restored, repaired or replaced to the satisfaction of the Refuge Manager no more than five (5) days after the survey operations is complete; or at the discretion of the Refuge Manager if more time is needed.
- 3. Bay Geophysical, Inc. and/or its authorized representatives are responsible for the costs to repair, replace or restore any government property that is determined to have been damaged, destroyed or contaminated by Bay Geophysical, Inc. and/or its authorized representatives during project operations. This includes but is not limited to fences, signs, roads/trails, and wildlife habitat. The habitat includes grassland and wetlands consisting of grass, forbs, wildflowers, brush, trees, shrubs, soil, and water.
- 4. Access to the slopes of the coulee that runs through the middle of the survey are will be limited for heavy equipment due to the steep banks. Special care will required in this area to limit damage to wildlife habitat.
- 5. The Special Use Permit (permit) "period of use" may be modified at the discretion of the Refuge Manager if there are unforeseen issues with the project operations.
- Bay Geophysical, Inc. and all authorized representatives shall follow the guidelines outlined in 50 CFR 29.32 on mineral rights reserved and excepted from federal ownership.
- 7. A major, substantial and intentional violation of the permit or special condition may result in revocation of the permit. A violation of this type may also prohibit Bay Geophysical, Inc. and/or, authorized representatives that are directly responsible for the violation, from receiving a permit for future seismic surveys on USFWS lands.
- 8. This permit does not supersede the requirement for obtaining necessary permits or approvals from local, county, state, and federal agencies; or from other surface and mineral owners.
- 9. Permittee will notify Refuge Manger 24 hours before starting work on the Refuge.
- 10. Permittee will notify Refuge Manager within three (3) days of the completion of work, so final inspection can be made.

