

PERSONAL REPRESENTATIVE'S DEED OF MINERALS

THIS INDENTURE, Made this 8th day of January, 2005, by and between Darrin D. Hardmeyer, the duly appointed, qualified and acting Personal Representative of the Estate of Dwight Hardmeyer, deceased, late of the City of Richardton, North Dakota, party of the first part, and Kaare A. Hardmeyer of [REDACTED] and Darrin D. Hardmeyer of [REDACTED] parties of the second part;

THAT WHEREAS, The undersigned is the duly appointed and acting Personal Representative of the Estate of Dwight Hardmeyer, deceased, as is evidenced by that certified copy of Letters Testamentary dated September 2, 2004, and attached hereto and made a part hereof;

NOW, THEREFORE, The said Darrin D. Hardmeyer, as Personal Representative of the Estate of Dwight Hardmeyer, deceased, as aforesaid, the party of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, in the following proportions:

Kaare A. Hardmeyer 25%
Darrin D. Hardmeyer 75%

forever, all the right, title and interest and estate of the said Dwight Hardmeyer, deceased, at the time of his death, and also all the right, title and interest that the estate, by operation of law or otherwise may have acquired other than or in addition to that of the said decedent at the time of his death, in and to all minerals of every kind and nature, including but not limited to all oil, gas, coal, gravel, clay, scoria and all other minerals in and under the following described real property:

Township 138 North, Range 92 West of the 5th P.M., Stark County, ND
Section 20: SE¼
Section 22: All
Section 27: NW¼ and SE¼
Section 28: SW¼ and E½SE¼

together with the hereditaments and appurtenances to the same belonging or in anywise appertaining, to have and to hold, all and singular, the above mentioned and described premises unto the said parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part, as aforesaid, has hereunto set his hand and seal the day and year first above written.

Darrin D. Hardmeyer
Darrin D. Hardmeyer

STATE OF NORTH DAKOTA)
) SS
COUNTY OF STARK)

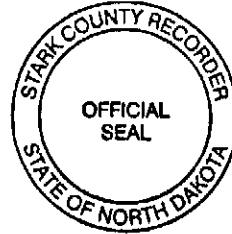
On the 8th day of January, 2005, before me personally appeared Darrin D. Hardmeyer, known to me to be the same person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same.

Mary E. Nordsven
Mary E. Nordsven, Notary Public
State of North Dakota
My Commission expires: 1/19/05

(SEAL)

MARY E. NORDSVEN
NOTARY PUBLIC, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES JAN. 19, 2005

Return to:
Hardy Spis Lim
Box 570
Dickinson ND 58602



Cass Beckert, Recorder

3035615
Page: 2 of 2
01/13/2005 12:06P
HARDY, MAUS, NORDSVEN PPMO 13.00 Stark County ND

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of November, 2007, by and between Kaare A. Hardmeyer, a single woman, whose post office address is [REDACTED], hereinafter called Lessor (whether one or more) and Summit Resources, Inc., whose post office address is 4700-888 3rd Street SW, Calgary, Alberta, Canada T2P5C5, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of **Ten Dollars and more (\$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 exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, 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 pipe lines, 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 Stark, State of North Dakota, described as follows, to-wit:

**Township 138 North, Range 92 West
Section 20; SE4**

The fraction One-Eighth (1/8th) appearing in Paragraph 3 below is hereby amended to One-Seventh (1/7th) in every case.

and containing 160.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) 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 ninety (90) 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 ninety (90) 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 or 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 pipe line 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 rates.
4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty 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 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. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
5. If said Lessor owns a less 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 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 200 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 Lessor and Lessee hereunder may be assigned in whole or part. No change in 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 utilize 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 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 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 utilize, 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 authority 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 royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be made hereunder to Lessor shall 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 from 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. 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.

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

Kaare A. Hardmeyer
Kaare A. Hardmeyer

STATE OF North Dakota)
) SS.
COUNTY OF Burleigh)

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary public, in and for said County and State, on this 28th day of December, A.D. 2007, personally appeared Kagge A. Hardmeyer, a single woman, 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, she, they, duly executed the same as his, her, their, 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: _____
(SEAL)



Brad Faiman Notary Public.
Address: Mandan, ND

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGMENT (For Use by Corporation)

On this ___ day of _____, A.D. 20___, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that ___ is the _____ of _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this ___ day of _____, A.D. 20___.

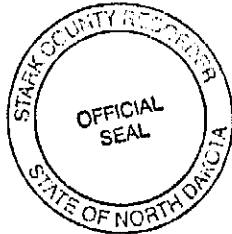
My commission Expires: _____
(SEAL)

Notary Public.

Address: _____

When recorded return to:

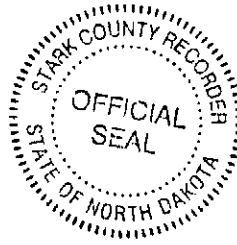
RETURN TO:
B. J. KADRMAS, INC.
P.O. BOX 1282
DICKINSON, ND 58602-1282



Carol Beckert, Recorder



RETURN TO:
B. J. KADRMAS, INC.
P.O. BOX 1282
DICKINSON, ND 58602-1282



Kathy Schwab DEPUTY RECORDER

3085594
07/07/2011 10:03:04 AM Page: 1 of 2
Ratification \$13.00 B. J. Kadrmass, Inc
RaeDeen Weinberger, Stark County, ND Recorder



EXTENSION AND RATIFICATION OF OIL AND GAS LEASE

STATE of North Dakota)
) SS.
COUNTY of Stark)

WHEREAS, by Oil and Gas Lease dated November 27, 2007, having a primary term of Five (5) years, and being recorded in the records of Stark County, North Dakota under Document #3053662, Kaare A. Hardmeyer, a single woman, whose mailing address is [REDACTED] as Lessor(s), executed and delivered to SUMMIT RESOURCES, INC., whose mailing address is 4700-888 3RD Street SW, Calgary, Alberta, Canada, T2P5C5 as Lessee, an Oil and Gas Lease covering all or a portion of those certain tracts of land situated in the County of Stark, State of North Dakota, described as follows to wit:

Township 138 North, Range 92 West, 5th P.M.
Section 20: SE4

and containing 160.00 acres, more or less.

AND WHEREAS, Lessor and Lessee, their heirs, successors and assigns desire to extend the primary term of said Oil and Gas Lease for an additional Two (2) year term and so long thereafter as oil, natural gas, liquid hydrocarbons, gaseous hydrocarbons and their respective associated and constituent products, or any of them is produced in commercial quantities from said land or lands with which said land is pooled.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the aforescribed Oil and Gas Lease is hereby extended for an additional Two (2) year term and the undersigned Lessor(s), does hereby ratify, adopt, approve and confirm the said lease in all of its terms and provisions and does hereby grant, demise, lease and let all of the land covered by said lease according to the above referenced legal description for the use and purposes and upon all of the terms and provisions of the original lease. The aforementioned lease shall remain in force as written and recorded, including but not limited to any exhibits and/or attachments that are made a part thereof the lease.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, legal representatives and assigns of all of the parties hereto.

This Extension and Ratification may be executed in one or more counterparts with the same force and effect as if all such counterpart executions were of the same instrument. This agreement shall be fully binding upon all persons executing and delivering the same regardless of the fact that any one or more parties who claim interest do not execute the same or a counterpart thereof.

IN WITNESS WHEREOF, this instrument has been executed on the 2nd day of June, 2011.

Kaare A. Knopik FKA Kaare A. Hardmeyer
Kaare A. Hardmeyer

ACKNOWLEDGMENT

STATE of ND)
COUNTY of Burleigh) s.

BEFORE ME, the undersigned, ^{nka Kaare A. Knopik} a Notary public, in and for said County and State, on this 2nd day of June 2011, personally appeared Kaare A. Hardmeyer, a single woman 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/she/they) duly executed the same as (his/her/their) free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission Expires: _____

Stephanie Fleckenstein
Notary Public.

(SEAL)

STEPHANIE FLECKENSTEIN
Notary Public
State of North Dakota
My Commission Expires April 28, 2017

Address: _____

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of November, 2007, by and between Kaare A. Hardmeyer, a single woman, whose post office address is [REDACTED] hereinafter called Lessor (whether one or more) and Summit Resources, Inc., whose post office address is 4700-888 3rd Street SW, Calgary, Alberta, Canada T2P5C5, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten Dollars and more (\$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 exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, 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 pipe lines, 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 Stark, State of North Dakota, described as follows, to-wit:

Township 138 North, Range 92 West
Section 22: ALL
Section 28: SW4, E2SE4

The fraction One-Eighth (1/8th) appearing in Paragraph 3 below is hereby amended to One-Seventh (1/7th) in every case.

See attached Exhibit "A".

Subject to a supplemental agreement dated November 27, 2007, a true and correct copy of which has been received by lessor together with this document.

and containing 880.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from April 1, 2008 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 ninety (90) 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 ninety (90) 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 or 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 pipe line 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. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty 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 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. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less 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 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 200 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 Lessor and Lessee hereunder may be assigned in whole or part. No change in 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 authority 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 royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be made hereunder to Lessor shall 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 from 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. 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.

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

Kaare A. Hardmeyer
Kaare A. Hardmeyer

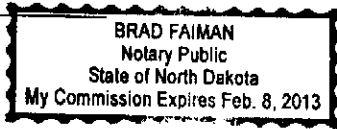
STATE OF North Dakota)
) SS.
COUNTY OF Burleigh)

ACKNOWLEDGMENT -- INDIVIDUAL

BEFORE ME, the undersigned, a Notary public, in and for said County and State, on this 28th day of December, A.D. 2007, personally appeared Kaare A. Hardmeyer, a single woman, 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, she, they, duly executed the same as his, her, their, 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: _____
(SEAL)



Brad Faiman Notary Public.

Address: Manitou, ND

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGMENT (For Use by Corporation)

On this ___ day of _____, A.D. 20___, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that ___ is the _____ of _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this ___ day of _____, A.D. 20___.

My commission Expires: _____
(SEAL)

Notary Public.

Address: _____

When recorded return to:

RETURN TO:
B.J. KADRMAS, INC.
P.O. BOX 1282
DICKINSON, ND 58602-1282

EXHIBIT "A"

This agreement is attached to and by reference made a part of the Oil and Gas Lease dated November 27, 2007 between Kaare A. Hardmeyer, a single woman of [REDACTED] as Lessor and Summit Resources, Inc., 4700 888 3rd Street SW, Calgary, Alberta, Canada T2P5C5, as Lessee.

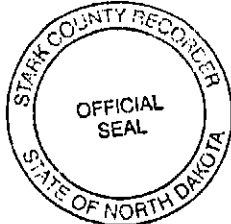
PUGH CLAUSE:

Notwithstanding anything contained herein to the contrary, it is agreed that production obtained from a unit or pooled unit containing only a portion of the lands described in this lease shall operate to maintain this lease in force only as to that portion of the lease which is actually included within such unit as declared by lessee and approved by such regulatory agency as has jurisdiction thereof. At the end of the primary term of this lease, as defined in this lease, the lease shall remain in force as to that portion or portions of the lease, if any, as are actually within such producing, declared and approved units. However, if at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than 180 days shall lapse between the completion and abandonment of one well and the beginning of operations for drilling or reworking of another well. If operations taking place at or after the expiration of the primary term are discontinued for longer than 180 consecutive days, then this lease shall remain in force and effect only as to the leased premises then included within the production unit or units.

SIGNED FOR IDENTIFICATION PURPOSES:

Kaare A. Hardmeyer
Kaare A. Hardmeyer

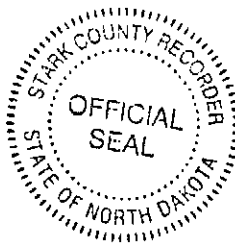
RETURN TO:
B.J. KADRMAS, INC.
P.O. BOX 1282
DICKINSON, ND 58602-1282



Carol Beckert, Recorder

 **3053663**
Page: 3 of 3
01/29/2008 11:45A
B. J. KADRMAS, INC OGL 18 00 Stark County ND

RETURN TO:
B. J. KADRMAS, INC.
P.O. BOX 1282
DICKINSON, ND 58602-1282



Kathy Schwab

DEPUTY RECORDER

3085592
07/07/2011 10:03:04 AM Page: 1 of 2
Ratification \$13.00 B. J. Kadmas, Inc.
RaeDeen Weinberger, Stark County, ND Recorder

EXTENSION AND RATIFICATION OF OIL AND GAS LEASE

STATE of North Dakota)
) SS.
COUNTY of Stark)

WHEREAS, by Oil and Gas Lease dated November 27, 2007, having a primary term of Five (5) years from April 1, 2008 and being recorded in the records of Stark County, North Dakota under Document #3053663, Kaare A. Hardmever, a single woman, whose mailing address is [REDACTED] as Lessor(s), executed and delivered to SUMMIT RESOURCES, INC., whose mailing address is 4700-888 3RD Street SW, Calgary, Alberta, Canada, T2P5C5 as Lessee, an Oil and Gas Lease covering all or a portion of those certain tracts of land situated in the County of Stark, State of North Dakota, described as follows to wit:

Township 138 North, Range 92 West, 5th P.M.
Section 22: All
Section 28: SW4, E2SE4

and containing 880.00 acres, more or less.

AND WHEREAS, Lessor and Lessee, their heirs, successors and assigns desire to extend the primary term of said Oil and Gas Lease for an additional Two (2) year term and so long thereafter as oil, natural gas, liquid hydrocarbons, gaseous hydrocarbons and their respective associated and constituent products, or any of them is produced in commercial quantities from said land or lands with which said land is pooled.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the aforescribed Oil and Gas Lease is hereby extended for an additional Two (2) year term and the undersigned Lessor(s), does hereby ratify, adopt, approve and confirm the said lease in all of its terms and provisions and does hereby grant, demise, lease and let all of the land covered by said lease according to the above referenced legal description for the use and purposes and upon all of the terms and provisions of the original lease. The aforementioned lease shall remain in force as written and recorded, including but not limited to any exhibits and/or attachments that are made a part thereof the lease.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, legal representatives and assigns of all of the parties hereto.

This Extension and Ratification may be executed in one or more counterparts with the same force and effect as if all such counterpart executions were of the same instrument. This agreement shall be fully binding upon all persons executing and delivering the same regardless of the fact that any one or more parties who claim interest do not execute the same or a counterpart thereof.

IN WITNESS WHEREOF, this instrument has been executed on the 2nd day of June, 2011.

Kaare A. Knopik FKA Kaare A. Hardmeyer
Kaare A. Hardmeyer

ACKNOWLEDGMENT

STATE of ND)
COUNTY of Burleigh) §.

Stephanie Fleckenstein Notary Public
BEFORE ME, the undersigned, a Notary public, in and for said County and State, on this 2nd day of June, 2011, personally appeared Kaare A. Hardmeyer, a single woman 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/she/they) duly executed the same as (his/her/their) free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREEEOF, I hereunto set my hand and affixed my notarial seal the day and year last above written
My commission Expires: _____

Stephanie Fleckenstein
Notary Public .

Address: _____

(SEAL) **STEPHANIE FLECKENSTEIN
Notary Public
State of North Dakota
My Commission Expires April 28, 2017**

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 30th day of November, 2007, by and between Kaare A. Hardmeyer, a single woman, whose post office address is [REDACTED] hereinafter called Lessor (whether one or more) and Summit Resources, Inc. whose post office address is 4700-888 3rd Street SW, Calgary, Alberta, Canada T2P5C5, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of **Ten Dollars and more (\$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 exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, 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 pipe lines, 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 Stark, State of North Dakota, described as follows, to-wit:

**Township 138 North, Range 92 West
Section 27, SE4**

The fraction One-Eighth (1/8th) appearing in Paragraph 3 below is hereby amended to One-Seventh (1/7th) in every case.

and containing 460.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) 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 ninety (90) 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 ninety (90) 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 or 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 pipe line 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. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty 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 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. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less 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 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 200 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 Lessor and Lessee hereunder may be assigned in whole or part. No change in 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. In no event shall Lessee'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 authority 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 royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be made hereunder to Lessor shall 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. 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.

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


Kaare A. Hardmeyer

STATE OF North Dakota)
) ss.
COUNTY OF Burleigh)

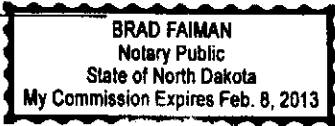
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary public, in and for said County and State, on this 28th day of December, A.D. 2007, personally appeared Karen A. Hardmeier, a single woman, 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, she, they, duly executed the same as his, her, their, 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: _____

(SEAL)



Brad Faiman Notary Public.

Address: Mandan, ND

STATE OF _____)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT (For Use by Corporation)

On this ___ day of _____, A.D. 20___, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that ___ is the _____ of _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this ___ day of _____, A.D. 20___.

My commission Expires: _____

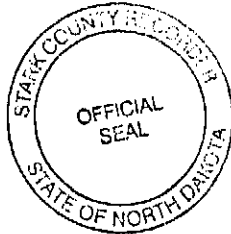
(SEAL)

Notary Public.

Address: _____

When recorded return to:

RETURN TO:
B.J. KADRMAS, INC.
P.O. BOX 1282
DICKINSON, ND 58602-1282



Carol Beckert, Recorder



3053664

Page: 2 of 2
01/29/2008 11:45A

B. J. KADRMAS, INC

OGL 13.00 Stark County ND

CORRECTION OF DESCRIPTION IN LEASE

Whereas, Kaare A. Hardmeyer, a single woman, of [REDACTED], the undersigned as Lessor(s), did under date of November 30, 2007, make and execute unto Summit Resources, Inc., as lessee, a certain oil and gas lease recorded as Document # 3053664, covering certain lands situated in Stark County, North Dakota, and described in said lease as follows, to-wit:

Township 138 North, Range 92 West
Section 27: SE4

Containing 480 acres, more or less

AND WHEREAS, said description is incomplete and indefinite, and the lands intended to be covered by said lease are more accurately described as follows, to-wit:

Township 138 North, Range 92 West
Section 27: N2, SE4

Containing 480 acres, more or less

NOW, THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respect to the identity of the land intended to be covered thereby, we do hereby declare that it was and is our intention to lease for oil and gas purposes the identical tract of land last above described; and do hereby amend said lease in respect to the description of the lands therein, as aforesaid, and ratify and adopt the same as so amended, and grant, lease, let and demise unto the lessee the identical tract of land last above described upon the same terms and conditions of said oil and gas lease as amended hereby.

WITNESS our hand(s) and seal this 25th day of February, 2008.

Kaare A. Hardmeyer A. K. H. Kaare A. Knopik
Kaare A. Hardmeyer

STATE OF North Dakota)
) ss.
COUNTY OF Burleigh

ACKNOWLEDGMENT, INDIVIDUAL

*AKA Kaare A Knopik
married
K
K*

On this 25th day of February, 2008, before me, a notary public, personally appeared Kaare A. Hardmeyer, a single woman to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

My Commission expires:

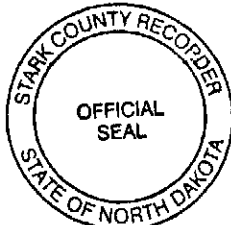
Jan. 30 2014
KAREN HOLT
Notary Public
State of North Dakota
My Commission Expires Jan. 30, 2014

Karen Holt Notary Public.

Address: Bismarck, ND

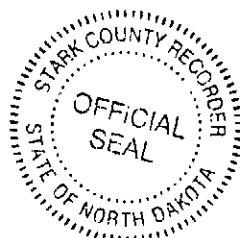
When recorded return to:

RETURN TO:
B.J. KADRMAS, INC.
P.O. BOX 1282
DICKINSON, ND 58602-1282



Carol Beckert, Recorder

RETURN TO:
B. J. KADRMAS, INC.
P.O. BOX 1282
DICKINSON, ND 58602-1282



Kathy Schuch DEPUTY RECORDER

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07/07/2011 10:03:04 AM Page: 1 of 2
Ratification \$13.00 B. J. Kadmas, Inc.
RanDeen Weinberger, Stark County, ND Recorder



EXTENSION AND RATIFICATION OF OIL AND GAS LEASE

STATE of North Dakota)
) SS.
COUNTY of Stark)

WHEREAS, by Oil and Gas Lease dated November 30, 2007, having a primary term of Five (5) years, and being recorded in the records of Stark County, North Dakota under Document #3053664, Kaare A. Hardmeyer, a single woman, whose mailing address is [REDACTED] as Lessor(s), executed and delivered to SUMMIT RESOURCES, INC., whose mailing address is 4700-888 3rd Street SW, Calgary, Alberta, Canada, T2P5C5 as Lessee, an Oil and Gas Lease covering all or a portion of those certain tracts of land situated in the County of Stark, State of North Dakota, described as follows to wit:

Township 138 North, Range 92 West, 5th P.M.
Section 27: N2, SE4

and containing 480.00 acres, more or less.

AND WHEREAS, Lessor and Lessee, their heirs, successors and assigns desire to extend the primary term of said Oil and Gas Lease for an additional Two (2) year term and so long thereafter as oil, natural gas, liquid hydrocarbons, gaseous hydrocarbons and their respective associated and constituent products, or any of them is produced in commercial quantities from said land or lands with which said land is pooled.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the aforescribed Oil and Gas Lease is hereby extended for an additional Two (2) year term and the undersigned Lessor(s), does hereby ratify, adopt, approve and confirm the said lease in all of its terms and provisions and does hereby grant, demise, lease and let all of the land covered by said lease according to the above referenced legal description for the use and purposes and upon all of the terms and provisions of the original lease. The aforementioned lease shall remain in force as written and recorded, including but not limited to any exhibits and/or attachments that are made a part thereof the lease.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, legal representatives and assigns of all of the parties hereto.

This Extension and Ratification may be executed in one or more counterparts with the same force and effect as if all such counterpart executions were of the same instrument. This agreement shall be fully binding upon all persons executing and delivering the same regardless of the fact that any one or more parties who claim interest do not execute the same or a counterpart thereof.

IN WITNESS WHEREOF, this instrument has been executed on the 2nd day of June, 2011.

Kaare A. Knopik FKH Kaare A. Hardmeyer
Kaare A. Hardmeyer

ACKNOWLEDGMENT

STATE of ND)
COUNTY of Burleigh) §.

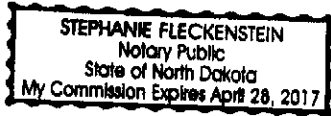
BEFORE ME, the undersigned nka Kaare A. Knopik a Notary public, in and for said County and State, on this 2nd day of June 2011, personally appeared Kaare A. Hardmeyer, a single woman, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that (he/she/they) duly executed the same as (his/her/their) free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission Expires: _____

Stephanie Fleckenstein
Notary Public.

(SEAL)



Address: _____

