

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 11th day of April, 2012, by and between Georgetta Bekke, as Administrator to the Estate of George D. Laird, deceased, whose address is 5401 7th Street SE, Minot, ND 58701, hereinafter called Lessor (whether one or more) and Baytex Energy USA Ltd., whose address is 600 17th Street, Suite 1600 S, Denver, CO 80202, hereinafter called Lessee:

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

Township 162 North, Range 98 West, 5th P.M.
Section 27: NW4
Section 28: E2

* Any reference to a Lessor's royalty of "one-eighth (1/8th)" is hereby changed to a Lessor's royalty of "nineteen-percent (19%)"

PUGH CLAUSE:

This lease shall terminate at the end of the primary term as to all of the leased premises except those tracts within a production or spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil and/or gas on which Lessee is engaged in drilling or reworking operations. This lease shall not terminate 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.

SHUT IN GAS CLAUSE:

Notwithstanding the provisions of this lease or this attached Exhibit "A" to the contrary, this lease may be held beyond its primary term by a shut-in gas well for a period not to exceed two (2) years from the expiration date of the primary term of this lease.

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 of advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing

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

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

JB

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.

The Estate of George D. Laird, Deceased

Georgetta Bakke
Georgetta Bakke, Administrator

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF North Dakota)
COUNTY OF *Ward*)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this *11th* day of *May*, 2012, personally appeared Georgetta Bakke, 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:

DON NEGAARD
Notary Public
State of North Dakota
My Commission Expires SEPT. 4, 2015

Notary
Public
Address

[Signature]

265105 Fees: \$13.00
STATE OF NORTH DAKOTA DIVIDE COUNTY
I hereby certify that this instrument was filed for record
on 7/17/2012 @ 1:05 PM in Book:335M on Page:83
Penny Hagen, County Recorder
By *[Signature]* Deputy



Doc. No.	265105
Copied	Rec
Grantor	Mong'r
Grantee	Mortg'e
Compared	Paged
Tract	Marg

Lease No. 18

Date: April 11, 2012
Effective Date: April 11, 2012
Recorded: Not recorded
Original Lessor: Georgetta Bakke, as Administrator of the Estate of George D. Laird, deceased
Original Lessee: Baytex Energy USA Ltd.
Description: Township 162 North, Range 98 West, 5th P.M.
Section 27 : NW/4
Section 28 : E/2
Containing 480.00 acres, more or less,
Divide County, North Dakota
Tract(s) Covered: Tract No. 1
Mineral Interest in Tract: 28.095238%
Primary Term: Five (5) years
Royalty: 19.000000%
Annual Rentals: Paid-Up
Pooling Clause: Yes
Pugh Clause: Yes

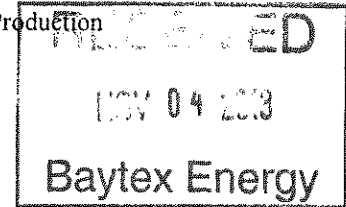
DIVISION ORDER

To: **Baytex Energy USA LTD**
 600 17th Street, Suite 1600 S
 Denver, CO 80202
 Attn: D.O. Department

Date: October 21, 2013

Property Number: 115122, 115559, 115695
 Property Name: JUDITH OLSON 27-34-162-98H,
 J OLSON 27-34-162-98H, SANDVOL 27-34-162-98H
 Operator: BAYTEX ENERGY USA LTD
 County and State: Divide, North Dakota
 Property: Township 162 North, Range 98 West
 Spacing Unit: Sections 27 & 34: All

Effective: Date of First Production



Production: Oil Gas Other: all products

Owner Name and Address:	OWNER NUMBER:
See 'Exhibit A' attached hereto and made a part hereof	Type of Interest:
	Decimal Interest:

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Baytex Energy USA, Ltd (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$25.00, or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: *(None or See Attached Exhibit)*

Owner(s) Signature(s): Kathleen A. Boney
 Owner(s) Tax I.D. Number(s): 526-47-5745
 Owner Daytime Telephone: 928-301-9614
 Owner FAX Telephone #: n/a

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28 % tax withholding and will not be refundable by Payor

Exhibit A

JUDITH OLSON, J OLSON, SANDVOL 27-34-162-98H

Owner No.	Credit To	Type	Interest
<u>FORMER JACKSON BUSK INTEREST:</u>			
154084	KATHLEEN A BIRNEY 677 S 3RD ST COTTONWOOD, AZ 86326	RI	0.00009532
154083	KENDRA E BROGDON 278 N ROCKING CHAIR RANCH RD COTTONWOOD, AZ 86326	RI	0.00009533
154081	CHRISTOPHER E BUSK 3700 TREASURE DR PRESCOTT VALLEY, AZ 86314	RI	0.00009533
154080	SUSAN M COLES 612 S 3RD ST COTTONWOOD, AZ 86326	RI	0.00009532
154082	VICTORIA J LIGON 4711 SAN PALO WY LAS VEGAS, NV 89147-5644	RI	0.00009532

DIVISION ORDER

SM Energy
1775 Sherman Street
Denver, CO 80203

EFFECTIVE DATE: 05/01/2015
PROPERTY NAME: WENDI 16-21HS
PROPERTY NO: 1168
COUNTY/STATE: DIVIDE/NORTH DAKOTA

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNER AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

ANY PROVISION CONTAINED HEREIN THAT CONFLICTS WITH ANY APPLICABLE STATE STATUTE(S) AND/OR ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNER AND THE LESSEE OR OPERATOR AND/OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS, RELATING TO THE INTEREST DESCRIBED ABOVE, SHALL BE DEEMED SEVERED, AND THE REMAINDER OF THIS AGREEMENT SHALL BE GIVEN FULL FORCE AND EFFECT.

THE FOLLOWING PROVISIONS APPLY TO EACH INTEREST OWNER WHO EXECUTES THIS AGREEMENT:

1. CERTIFICATION: The undersigned ("Payee") severally and not jointly certifies, guarantees, and warrants it is the legal owner of the interest in the production or proceeds from oil, gas, or other related hydrocarbons as described hereinabove payable by SM Energy ("Payor").
2. NOTICE: Payee shall notify Payor in writing, delivered to Payor, at the address shown above, at least one month in advance of the effective date of any change in interest in production owned by Payee.
3. INDEMNITY: Payee agrees to indemnify and hold Payor harmless, from all liability resulting from payments or allocations made to Payee in accordance with the division of interest described above, including but not limited to reasonable attorney fees or judgments in connection with any suit involving an interest where that Payee does not have merchantable title to the production sold. Payee agrees to reimburse to Payor any amounts attributable to an interest or part of an interest that Payee does not have merchantable title to the production sold.
4. DISPUTE; WITHHOLDING OF FUNDS: In the event of an adverse claim or title dispute that affects the interest credited to Payee herein, Payor is authorized to suspend payments to Payee, attributable to such interest, without interest until the claim or dispute is resolved.
5. PAYMENT: Payments of hydrocarbon proceeds of less than \$25.00 may be accrued by Payor before disbursement until the total amount of proceeds due Payee equals a net amount \$25.00 or more, or until 12 months' proceeds accumulate, whichever occurs first or as may be required by applicable state statute.
6. ADDITIONAL RIGHTS: In addition to the terms and conditions contained herein this Division Order, Payee and Payor may have certain statutory rights provided for under the laws of the state in which the property is located.

This division order may be executed in counterparts, all of which together shall constitute one division order, and it shall become valid and binding on each Payee above named as soon as signed by such Payee, regardless of whether or not any of the other Payees have signed.

PLEASE CHECK HERE ONLY IF YOU WISH ANNUAL PAYMENT IN JANUARY.

Please execute and return this document to the above address.

Failure to furnish your Social Security and/or Tax I.D. Number will result in withholding tax in accordance with Federal Law and any tax withheld will not be refundable by Payor.

Owner/Payee: KATHLEEN A BIRNEY 31015253

Signature: _____

Printed Name: _____

Title: Royalty Owner Trustee Power of Attorney/Attorney in Fact Company Rep

Social Security or Tax ID#: _____

Date: _____

Witnesses: (Two for each signature)

Phone No.: _____

E-mail Address: _____

Please type or print legible entries for any CORRECTIONS to your Name and/or Address as shown on the attached Exhibit 'A' of this division order:

Name

Address

City, State, ZIP

EXHIBIT A

BA NUMBER: 31015253
NAME: KATHLEEN A BIRNEY
677 S 3RD ST
COTTONWOOD, AZ 86326

Date: 05/28/2015 09:32:14
Page: 1

TAX ID:

DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	TYPE INTEREST	PRODUCT CODE	UNIT INTEREST	ACCOUNT STATUS
1168	100	1.00000000	0.00019064	ROYALTY INTEREST	All Products	0.00019064	Pay

PROPERTY NAME: WENDI 16-21HS

PROPERTY TRACT DESCRIPTION: SECTION;28 TOWNSHIP;162 TOWNSHIPDIRECTIONAL;N 1/2TOWNSHIP;NO
RANGE;98 RANGEDIRECTIONAL;W 1/2RANGE;NO QCCALL;ALL

COUNTY OR PARISH: DIVIDE

STATE: NORTH DAKOTA