

SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement (this "Agreement") is made and entered into this **6th day of August, 2010** by and between **Thomas G. Trostel and Beverly R. Trostel, a/k/a Beverly Rose Trostel** ("Surface Owner") with an address at **18470 County Road 19, Johnstown, CO 80534**, and **Whiting Oil and Gas Corporation** ("Whiting") with an address at **1700 Broadway, Suite 2300, Denver, Colorado 80290**.

WHEREAS, Surface Owner represents that they are the owners in fee and in possession of the surface estate for the following described lands in **Weld County, Colorado**, hereinafter referred to as ("Lands"), to wit;

Township 11 North, Range 58 West, 6th P.M.
Section 23: SW/4SE/4

WHEREAS, Surface Owner and Whiting wish to memorialize their agreement concerning the payment for damages to the surface of the Lands in connection with the access to and the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Well and all pipelines, tank batteries and other facilities or property of Whiting or its affiliates associated with the Well and located on the Lands.

THEREFORE, in consideration of ten dollars and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Whiting has the right of ingress and egress and to the use of those portions of the Lands which it requires for oil and gas exploration, development and production operations, including tank batteries and other production facilities and the transportation of produced substances from the leasehold, and also the right to construct and use roads and pipelines across portions of the Lands. Whiting shall pay Surface Owner as liquidated damages the following sum as full settlement and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, completion, sidetracking, reworking, equipping and production operations, contemplated by the oil and gas leases covering the Lands, unless otherwise specifically provided herein:

[REDACTED] for each wellsite located on the Lands, together with any lands used for road purposes, production facilities, pipelines or other necessary facilities in connection with the wellsites. If, by reasons directly resulting from the operations of Whiting, there is damage to real or personal property upon the Lands which is not associated with usual and customary operations, such as (but not limited to) damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by Lessee, or Lessee will pay reasonable compensation to Surface Owner for such additional damage.
2. Whiting is responsible for acquiring all necessary permits, licenses, fees, etc. incident to its operations on the Lands.
3. In the event any well hereunder is plugged and abandoned, Whiting agrees that Whiting will, within a reasonable time, restore Surface Owner's surface estate as near as practical to its original condition found prior to Whiting's operations. It is understood and agreed that Surface Owner may elect in writing, prior to cessation of operations of Whiting, to have any road constructed under the terms of this Agreement remain upon the property, in which event Whiting agrees to leave such road or roads in reasonable condition.
4. In the event Surface Owner considers that Whiting has not complied with all its obligations hereunder, both express and implied, Surface Owner shall notify Whiting in writing, setting out specifically in what respects Whiting has breached this contract. Whiting shall then have sixty (60) days to meet or commence to meet all or any part of the breaches alleged by Surface Owner. The service of said notice shall be precedent to the bringing of any action by Surface Owner for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. In the event of litigation, the prevailing party's reasonable attorney's fees will be paid by the opposing party.
5. Surface Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of Whiting pursuant to Colorado Oil and Gas Conservation Commission rules and regulations and Colorado statutes to consult in good faith with Surface Owner regarding proposed oil and gas operations on the Land. Surface Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of Whiting to accommodate the Surface Owner's use of the surface of the Land, existing and future, and Surface Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to C.R.S. 34-60-127. Surface Owner also acknowledges that Whiting has fully complied with all other applicable governmental regulations and statutes, if any, relating to the settlement of the damages contemplated herein.
6. Surface Owner acknowledges that Whiting's representative has met with and consulted with Surface Owner as to the location of the wellsite, access road, flowline, tank battery and other associated production facilities and that this Agreement incorporates the results of such meeting(s) and consultation(s).

7. This Agreement shall remain in full force and effect from the date hereof and for so long thereafter as Lessee's oil and gas operations affecting the Lands are in effect.

8. In conducting operations, Whiting shall:

A. Limit the size of the wellsite to approximately 420 feet by 450 feet, but the wellsite size may be increased if needed up to an area covering a total surface area of 5.00 acres, during any drilling, completion, recompletion or workover operations, and the wellsite shall be no more than 2.75 acres in size during other periods. The access road shall be limited to approximately 40 feet in width during drilling, completion, recompletion and workover operations. The permanent access roads to the wellhead and tank battery location shall be limited to 20 feet in width.

B. Separate the top soil at the time of excavation of pits so that the top soil and subsurface soil may be placed back in proper order as nearly as possible.

C. Reclaim the wellsite as nearly as practicable to its original condition and, if the location is in pasture, reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within three months following drilling and subsequent related operations, unless Whiting and Surface Owner mutually agree to postponement because of crop or other considerations.

D. Use its best efforts to keep the Well and battery sites free of weeds and debris.

9. Surface Owner waives the minimum thirty (30) day written notice requirement described in the Oil and Gas Well Notification, Consultation and Reclamation Rules provided by Whiting to Surface Owner.

10. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first written above.

SURFACE OWNER

[Handwritten signature of Thomas G. Trostel]

By: **Thomas G. Trostel**

[Handwritten signature of Beverly R. Trostel]

By: **Beverly R. Trostel, a/k/a Beverly Rose Trostel**

Whiting Oil and Gas Corporation

By: **David M. Seery, Vice President - Land**

ACKNOWLEDGMENTS

STATE OF COLORADO

COUNTY OF WELD

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared **Thomas G. Trostel and Beverly R. Trostel, a/k/a Beverly Rose Trostel**, to me known to be the identical persons described in and who executed the foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

Given under my hand and seal of office, this the 15TH day of August, 2011.

My Commission Expires:

4/5/2015



[Handwritten signature of Darin Lanckriet]

Notary Public:

Address: 10 ANGDNE AVE
JOHNSTOWN CO

STATE OF COLORADO

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared **David M. Seery**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its **Vice President – Land**, and acknowledged to me that **he** executed the same as the free and voluntary act and deed of such corporation, for the use and purposes therein set forth.

Given under my hand and seal of office, this the _____ day of _____, 2011.

My Commission Expires: _____

Notary Public:
Address:

MEMORANDUM OF SURFACE DAMAGE AND RELEASE AGREEMENT

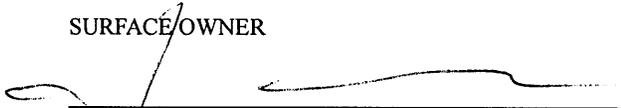
Pursuant to the terms of that certain unrecorded Surface Damage and Release Agreement dated effective the 6th day of August, 2011 between the undersigned, and subject to the conditions set forth therein, **Thomas G. Trostel and Beverly R. Trostel, a/k/a Beverly Rose Trostel ("Surface Owner")** with an address at **18470 County Road 19, Johnstown, CO 80534**, and **Whiting Oil and Gas Corporation ("Whiting")** with an address at **1700 Broadway, Suite 2300, Denver, Colorado 80290**, agreed to the location of Wells and payment for damages to the surface of Land connected with the access to and the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operations of Wells and associated pipelines, tank batteries and other facilities or property of Whiting associated with the wells and located on the following Land:

Township 11 North, Range 58 West, 6th P.M., Weld County, Colorado
Section 23: SW/4SE/4

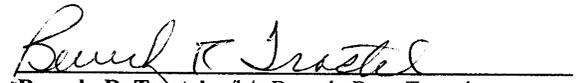
This Memorandum of Surface Damage and Release Agreement is executed by Surface Owner and Whiting and placed of record in **Weld County, Colorado** for the purpose of placing all persons on notice of the existence of the Agreement.

In witness whereof this instrument is executed effective the 15 day of **August, 2011**.

SURFACE OWNER



Thomas G. Trostel



Beverly R. Trostel, a/k/a Beverly Rose Trostel

WHITING OIL AND GAS CORPORATION

By: **David M. Seery, Vice President - Land**

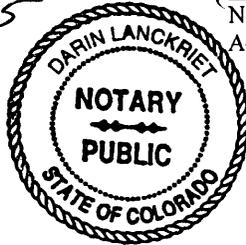
STATE OF COLORADO
COUNTY OF WELD

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared **Thomas G. Trostel and Beverly R. Trostel, a/k/a Beverly Rose Trostel**, to me known to be the identical persons described in and who executed the foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

Given under my hand and seal of office, this the 15th day of **August, 2011**.

My Commission Expires:

4/5/2015





Notary Public:

Address: 10 ANGOVE AVE
JOHNSTOWN CO

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared **David M. Seery**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its **Vice President - Land**, and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation, for the use and purposes therein set forth.

Given under my hand and seal of office, this the _____ day of _____, 2011.

My Commission Expires:

Notary Public:
Address: