

**SURFACE LEASE AND EASEMENT**

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF WELD                     )

FOR A GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **Jackie Lee Fiscus and Shirley Fiscus**, whose mailing address is **9284 CR 2 ½, Merino, CO 80741** (“Lessor”) owners of the surface estate therein, do hereby lease and let unto WHITING OIL AND GAS CORPORATION (“Lessee”) the following described lands located in Weld County, Colorado (“the Lands”):

TOWNSHIP 10 NORTH, RANGE 57 WEST, 6<sup>th</sup> P.M.  
Section 07: N1/2

For the purpose of storing liquids produced from oil and gas wells, consisting of storage tanks and related facilities for transportation of such liquids.

Lessee is also granted an easement along existing roads for the right of ingress and egress to the Lands so that Lessee may remove stored production off the Lands as deemed necessary and desirable by Lessee. If a new access road is required, such shall be shown on the attached Exhibit A and Lessor shall be compensated for such as the rate of per foot; such road shall not exceed 66 feet in width without prior Lessor approval.

Lessee is further granted pipeline easements required to connect tank batteries to transport produced liquids from oil and gas wells to the storage facilities located on the described land above. Such easements shall be 30 feet in width. As-built surveys will be provided upon completion of installation of the pipelines.

This lease shall be for a term of 50 years, with the right to renew for an additional 10 years. Lessee shall pay to Lessor a onetime payment of per acre upon execution of this lease. At the termination of this lease, Lessee shall remove all pipe and equipment stored on the Lands.

In consideration of the foregoing, Lessor hereby acknowledges that the aforementioned amount represents full, final and agreed to consideration for any and all damages and loss of use resulting from Lessee’s operations on the Lands.

Lessee shall indemnify, defend and save and hold harmless Lessor from any and all claims, demands, and causes of action, or liability for damages, loss or injuries that arise out of Lessee’s operations on the land.

Any notice to be given and the payment described above shall be made to the following addresses:

Lessee:

Whiting Oil and Gas Corporation  
1700 Broadway, Suite 2300  
Denver, CO 80290  
Attention: Robert Ferem

Lessor:

Jackie Lee Fiscus and Shirley Fiscus  
9284 CR 2 1/2 Merino, CO 80741

This lease, and the rights and obligations contained herein, shall run with the land, and bind the undersigned, their respective heirs, successors and assigns.

Executed this 28 day of JULY, 2014.

**Lessor: Jackie Lee Fiscus**

Jackie Lee Fiscus  
BY: Jackie Lee Fiscus

ACKNOWLEDGMENTS

State of COLORADO )  
County of Logan ): ss

On this 28 day of JULY, 2014, before me, a notary public, personally appeared **Jackie Lee Fiscus**, known to me to be the persons described in and who executed the within instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.

WITNESS my hand and official seal the day and year first above written.

Sheryl A. Brunner  
Notary Public

NOTARY PUBLIC  
SHERYL A. BRUNNER  
STATE OF COLORADO

My Commission Expires: 6-19-16 My Commission Expires 06/19/2016

**Lessor: Shirley Fiscus**

Shirley Fiscus  
BY: Shirley Fiscus

ACKNOWLEDGMENTS

State of COLORADO )  
County of Logan ): ss

On this 28 day of JULY, 2014, before me, a notary public, personally appeared **Shirley Fiscus**, known to me to be the persons described in and who executed the within instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.

WITNESS my hand and official seal the day and year first above written.

Sheryl A. Brunner  
Notary Public

My Commission Expires: 6-19-16

NOTARY PUBLIC  
SHERYL A. BRUNNER  
STATE OF COLORADO

My Commission Expires 06/19/2016

