

SURFACE LEASE AGREEMENT

State: Colorado

County: Weld County, Colorado

Lessor: Two Mile Ranch, GP

Lessee: Whiting Oil & Gas Corporation, 1700 Broadway, Suite 2300, Denver, CO 80290

For adequate consideration, the receipt and sufficiency of which is acknowledged, Lessor, named above, leases and lets to Lessee, named above, the following lands (the "Lands") located in the county and state named above:

Section 18 SE 1/4 T10N R57W – Pond D

Survey of location attached as exhibits hereto

For adequate consideration, this Agreement is entered into and a Surface Lease (the "Lease") is granted by Lessor and accepted by Lessee on the following terms:

1. The term of this Lease shall extend for a period of ten (10) years, with Lessee having the option to terminate this lease with a sixty (60) day written notice at anytime. The first annual rental of _____ is to be paid upon signing of this agreement, and subsequent rentals shall be due on the annual anniversary of this agreement. At the end of the ten (10) year period, the Lessee has the option to renew this Lease annually thereafter, from year to year for a period of five (5) years, and as long as Lessee makes use of the Lands for the purposes provided below. At the end of the initial ten year lease period, the annual lease rate will increase by _____
2. This Lease is granted for the purpose of allowing Lessee the right to construct, operate, and maintain on the Lands a staging area for a truck turn around, building pipeline connections, compressors, meters and similar appurtenances, welding of connections, and all work necessary for creating a fresh water storage facility in and working in that staging area. In addition, Lessee may construct and or build on the Lands upon presentation of design plans to Lessor and approval thereof, which shall not be unreasonably withheld. Lessee shall have the full, free, and exclusive use of the surface of the Lands during the term of this Lease, together with the right of ingress and egress over existing roads.
3. All equipment, fixtures, and facilities placed on the Lands by Lessee, shall be and remain the property of Lessee. Upon expiration of this Lease, Lessee shall have a reasonable time, not to exceed sixty (30) days, in which to remove all of Lessee's equipment, fixtures, and facilities. Following the termination of the Lease, Lessee shall restore the Lands as nearly as practicable, to its original condition, including re-seeding the area as necessary to establish growth, and any structure or leasehold improvements will become property of the Lessor.
4. Lessee shall maintain the Lands. Any changes in roads or entrances to the Lands require approval by Lessor, such approval shall not be unreasonably withheld; roadways will be used jointly by Lessor and Lessee. All fees or costs related to the Lands, such as but not limited to, permits, zoning and access, shall be paid for by the Lessee. The Lessor will cooperate in obtaining any necessary approvals to insure the Lessee may use the Lands for the purposes described above.
5. This Lease, and all of its terms and provisions shall extend to and be binding on the heirs, devisees, executors, administrators, representatives, successors and assigns of Lessor and Lessee.
6. Lessee agrees to indemnify and hold Lessor harmless from any and all losses of or damages to property or injuries to or death of any person resulting from Lessee's activity, including the actions of its agents, representatives, employees, contractors or invitees on

described Lands, unless such loss, damage, injury or death results from the negligent or intentional acts or omissions of Lessor, its agents representatives, employees, contractors or invitees. Lessee shall notify Lessor of hazardous spills.

This Lease is executed by Lessor and Lessee as of the date of acknowledgment of their signatures, but shall be effective as of 19 October, 2015, the Effective Date stated above. This agreement shall be governed and construed by the laws of the State of Colorado.

Lessor: Two Mile Ranch, GP

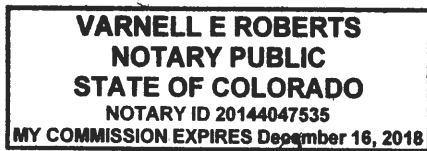
Jonathan M Pauling
Jonathan M. Pauling

ACKNOWLEDGEMENT

STATE OF Colorado)
COUNTY OF Logan) ss.

On this 19 day of October, 2015, before me, personally appeared Jonathan M. Pauling, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

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



Varnell E Roberts
NOTARY PUBLIC
My Commission Expires: 12/16/18

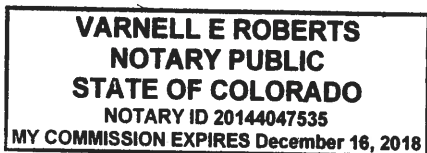
Mark A. Pauling
Mark A. Pauling

ACKNOWLEDGEMENT

STATE OF Colorado)
COUNTY OF Logan) ss.

On this 19 day of October, 2015, before me, personally appeared Mark A. Pauling, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

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



Varnell E Roberts
NOTARY PUBLIC
My Commission Expires: 12/16/18

