

ACCESS AND SURFACE DAMAGE AGREEMENT

Weld County, Colorado:

THIS AGREEMENT is made and entered into this 14th day of October, 2014 by and between **RJM Land Company, LLC**, whose address is 13217 County Road 15, Sterling, CO. 80751, hereinafter referred to as "Grantor" whether one or more, and **Whiting Oil and Gas Corporation**, whose address is 1700 Broadway, Suite. 2300, Denver, CO 80290-2300, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the surface owner of the following described lands in Weld County, Colorado: More fully described in Exhibit A attached.

Township 10 North, Range 57 West, 6th P.M.
Section 19: SW/4SE/4

(hereinafter referred to as the "Lands") and

WHEREAS, Grantee desires to enter onto and cross such Lands for the purpose of drilling the following non-producing monitor wells related to the drilling of the oil and gas wells to be drilled in Section 19, T10N R57W to :

(hereinafter referred to as the "Drill Site").

Well Name	Lands	Section	Township	Range
Horsetail 19N-1924M-R	SW/4SE/4	19	10 North	57 West

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

- I. Grantee and its assigns or agents shall have the right to locate an access road across the subject Lands, and shall have the unrestricted right to move and install pipelines, derricks, drilling tools, vehicles and all other machinery and equipment necessary or incident to the drilling, testing, completion and operation of an oil and/or gas well at the Drill Site.
- II. Grantee shall pay to Grantor the sum of _____ and No/100 Dollars _____ for the above named well for surface damages and for the Drill Site location. The total sum due under this Agreement is _____ Dollars and No/100 _____. The surface damages payment for the **Horsetail 19N-1924M-R** well site will be paid upon signing of this agreement. If any additional wells are drilled from the above described location, as above described, Grantor will be compensated for each additional well the sum of _____ and No/100 Dollars _____. prior to the spudding of each additional well. While this is the projected drilling order, any of the above listed wells may be substituted for the other wells described herein and the corresponding payment so applied, provided that any such other well shall be drilled from Drill Site.

These payments are for full settlement and satisfaction of all damages including but not limited to exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, and plugging and abandoning operations for the above described wells at the Drill Site, together with the installation, operation and maintenance of the pipelines, access roads and production facilities necessary for the operation of and associated with the above described wells, including without limitation, as all of the foregoing may be related to directional, horizontal or lateral wellbores for the above described wells unless otherwise specifically provided herein. Prior to commencement of actual operations of constructing or reconstructing the access road or Drill Site location on said Lands, the sums, settlement and payments agreed to in this Paragraph II are due and payable, or this Agreement terminates, unless the prior payment provision is waived by Grantor, with respect to both Grantor and Grantee. If the Initial Payment provided for herein is not made within one year of the date of this Agreement, this agreement shall terminate as to all of the Lands and all wells described herein or contemplated hereunder.

- III. Grantors shall notify Grantee of any change of surface ownership and no change of ownership of Grantors' interest shall be binding on Grantee until Grantee has been

furnished with notice of said change of ownership.

- IV. This Agreement and the rights granted herein are effective on the date of execution by Grantor and shall continue in full force and effect so long as operations are conducted on the above named well sites.
- V. Cattle guards or gates will be constructed, if requested by Grantor, at all places where they go through. The existing fences and gates will be kept closed at all times except when opened for passage of traffic. Grantee will fence the Drill Site area with a barbed or woven wire type fence, to include the use of H braces in the corners, at cattle guards or where needed along the fence line, a cattle guard will be installed at each point of entry to the Drill Site.
- VI. If there is any fill used for roads constructed across any drainage, then culverts will be used for the free flow of water through said drainage.
- VII. If the access road departs from existing established roadways and new construction is required, topsoil will be segregated and stockpiled for replacement during reclamation activities.
- VIII. It is understood that any road constructed across the said Lands shall not exceed **thirty three (33') feet** in width without the prior approval of Grantor.
- IX. Upon completion of the well as a dry hole or in the event any well hereunder is plugged and abandoned, and at the request of Grantor, the Drill Site and any newly constructed road will be restored to the condition it was in prior to commencement of operations insofar as reasonably possible. Any existing roads, and the improvements thereto which are constructed by Grantee shall be left in a good and useable condition for the continued use by Grantor, at Grantor's option.
- X. Grantee will do its best to control weeds, debris, trash and dust along its road access and around the Drill Site area. Exposed soils, if needed will be covered in a manner to help prevent dust and erosion.
- XI. It is expressly understood that this settlement is only for construction and unrestricted use of an access road and Drill Site location, installation of pipelines required to transport all liquids and/or gases produced from the Drill Site to the boundary of the drilling spacing unit and production facilities, and it is not a settlement for any damages to contiguous property, personal property of the Grantor or a release of any personal injuries that may be sustained by reason of the operations carried on by the oil and gas lessee or his agent.
- XII. The undersigned surface owners hereby agree and waive the notice of intent to commence operations.
- XIII. Both the Grantor and Grantee may assign this Agreement.
- XIV. This Agreement shall be binding upon the Parties hereto, their heirs, successors and assigns, and shall run with the Lands.
- XV. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may only be amended, modified, or supplemented by a written instrument signed by all the Parties expressly stating that such instrument is intended to amend, modify or supplement this Agreement.
- XVI. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be considered one and the same document.
- XVII. If at any time subsequent to the date hereto any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of the other provisions of this Agreement.
- XVIII. The Parties to this Agreement shall also execute a Memorandum evidencing the execution of this Agreement. Said Memorandum of Agreement may be recorded in the appropriate County Recorder's Office to provide notice of the existence of this Agreement.

XIX. The Addendum attached hereto is incorporated herein by reference.

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

GRANTOR: RJM Land Company, LLC

Thomas R. Mertens
By: Thomas R. Mertens, Manager/Member

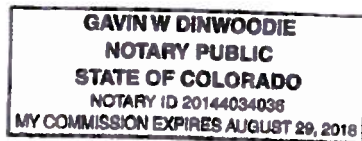
ACKNOWLEDGEMENTS

STATE OF Colorado)
COUNTY OF WED) ss.

On this 14th day of OCTOBER, 2014, before me, a Notary Public, personally appeared **Thomas R. Mertens**, duly authorized Manager for **RJM Land Company, LLC**, 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 therein set forth.

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

(SEAL)



[Signature]
NOTARY PUBLIC
My Commission Expires: 08/29/2018

GRANTEE: Whiting Oil and Gas Corporation

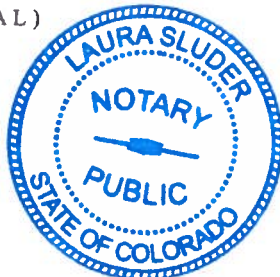
David M. Seery
By: David M. Seery, Vice President-Land

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On this 17th day of October, 2014, before me, a Notary Public, personally appeared **David M. Seery**, Vice President-Land, a duly Authorized Agent of **Whiting Oil and Gas Corporation**, on behalf of the corporation.

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

(SEAL)



[Signature]
NOTARY PUBLIC
My Commission Expires: 3/10/15

ADDENDUM "A"

Attached to and made a part of that certain Access and Surface Damage Agreement, dated 14th October 2014, by and between RJM Land Company, LLC, as Grantor, and Whiting Oil and Gas Corporation, as Grantee.

IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE ACCESS AND SURFACE DAMAGE AGREEMENT AND THE PROVISIONS OF THIS ADDENDUM, THIS ADDENDUM SHALL PREVAIL. NOTWITHSTANDING ANYTHING CONTAINED IN THIS ACCESS AND SURFACE DAMAGE AGREEMENT TO THE CONTRARY, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Grantee will consult with Grantor, when constructing the fence and cattle guard(s) around the Drill Site area, so as to avoid any conflict with the livestock and their movements.**

**MEMORANDUM OF ACCESS, SURFACE DAMAGE AND EASEMENT
AGREEMENT**

Pursuant to the terms of that certain unrecorded Access, Surface Damage and Easement Agreement dated effective the 14th day of OCTOBER, 2014 by and between the undersigned, and subject to the conditions set forth therein, RJM Land Company, LLC, ("Grantor") whose address is 13217 County Road 15, Sterling, CO. 80751 and Whiting Oil and Gas Corporation ("Grantee") with an address at 1700 Broadway, Suite 2300, Denver, CO 80290-2300, agreed to the location of Wells, Pipeline(s) and payment for damages to the surface of Land connected with the access to and the drilling, construction, completion, recompletion, reworking, re-entry, production, gathering, maintenance and operations of Wells and associated pipelines, tank batteries and other facilities or property of Operator associated with the wells and located on the following Land:

Township 10 North, Range 57 West, 6th P.M.
Section 19: SW/4SE/4

This Memorandum of Access, Surface Damage and Easement Agreement is executed by Grantor and Grantee 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 14th day of Oct, 2014.

GRANTOR: RJM Land Company, LLC

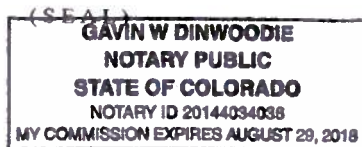
Thomas R. Mertens
By: Thomas R. Mertens, Manager/Member

ACKNOWLEDGEMENTS

STATE OF Colorado)
COUNTY OF Weld) ss.

On this 14th day of October, 2014, before me, a Notary Public, personally appeared **Thomas R. Mertens**, 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 therein set forth.

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



Gavin W. Dinwoodie
NOTARY PUBLIC
My Commission Expires: 8/29/2018

GRANTEES Whiting Oil and Gas Corporation

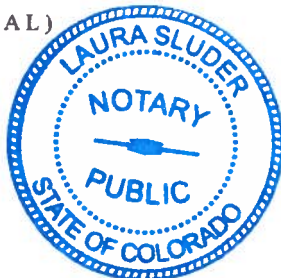
David M. Seery
By: David M. Seery, Vice President-Land

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On this 17th day of October, 2014, before me, a Notary Public, personally appeared **David M. Seery, Vice President-Land**, a duly Authorized Agent of **Whiting Oil and Gas Corporation**, on behalf of the corporation.

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

(SEAL)

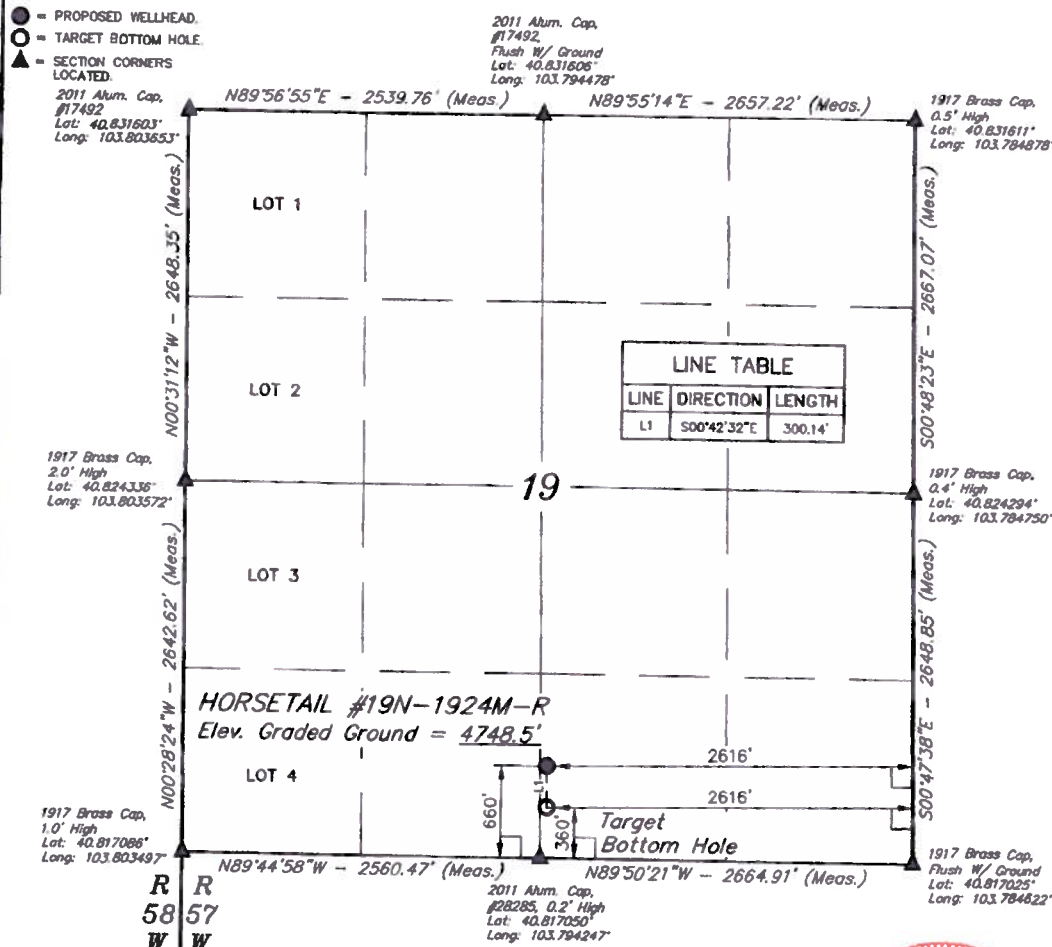


Laura Sluder
NOTARY PUBLIC
My Commission Expires: 3/10/15

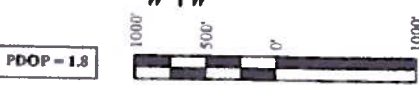
LEGEND:

- 90° SYMBOL
- PROPOSED WELLHEAD
- TARGET BOTTOM HOLE
- SECTION CORNERS LOCATED

T10N, R57W, 6th P.M.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S00°42'32"E	300.14'



NAD 83 (TARGET BOTTOM HOLE)	NAD 83 (SURFACE LOCATION)
LATITUDE = 40°49'04.94" (40 818039)	LATITUDE = 40°49'07.90" (40 818861)
LONGITUDE = 103°47'38.72" (103.794089)	LONGITUDE = 103°47'38.77" (103.794103)
NAD 27 (TARGET BOTTOM HOLE)	NAD 27 (SURFACE LOCATION)
LATITUDE = 40°49'04.99" (40 818053)	LATITUDE = 40°49'07.95" (40 818875)
LONGITUDE = 103°47'36.92" (103.793589)	LONGITUDE = 103°47'36.96" (103.793600)

CERTIFICATE OF REGISTRATION
 THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION, AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
 REGISTRATION NO. 28285
 STATE OF COLORADO
 89-30-14

BASIS OF BEARINGS
 BASIS OF BEARINGS IS A G.P.S. OBSERVATION

BASIS OF ELEVATION
 SPOT ELEVATION LOCATED AT THE NORTHEAST CORNER OF SECTION 15, 19N, R58W, 6th P.M. TAKEN FROM THE GATEHOOK SPRING, QUADRANGLE, COLORADO, WELD COUNTY, 7.5 MINUTE QUAD (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 4679 FEET.

WHITING OIL & GAS CORP.

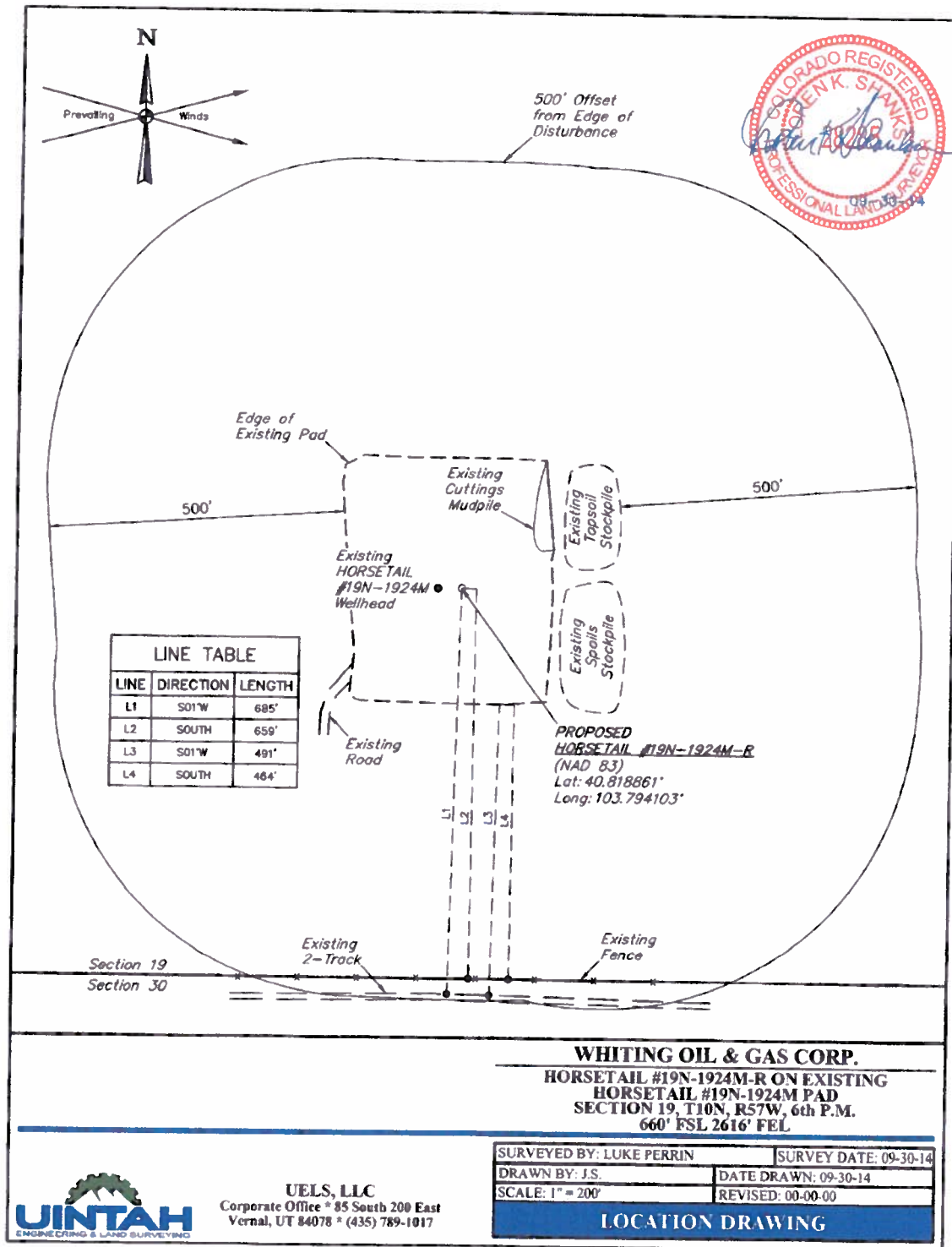
HORSETAIL #19N-1924M-R
 SW 1/4 SE 1/4, SECTION 19, T10N, R57W, 6th P.M.
 WELD COUNTY, COLORADO

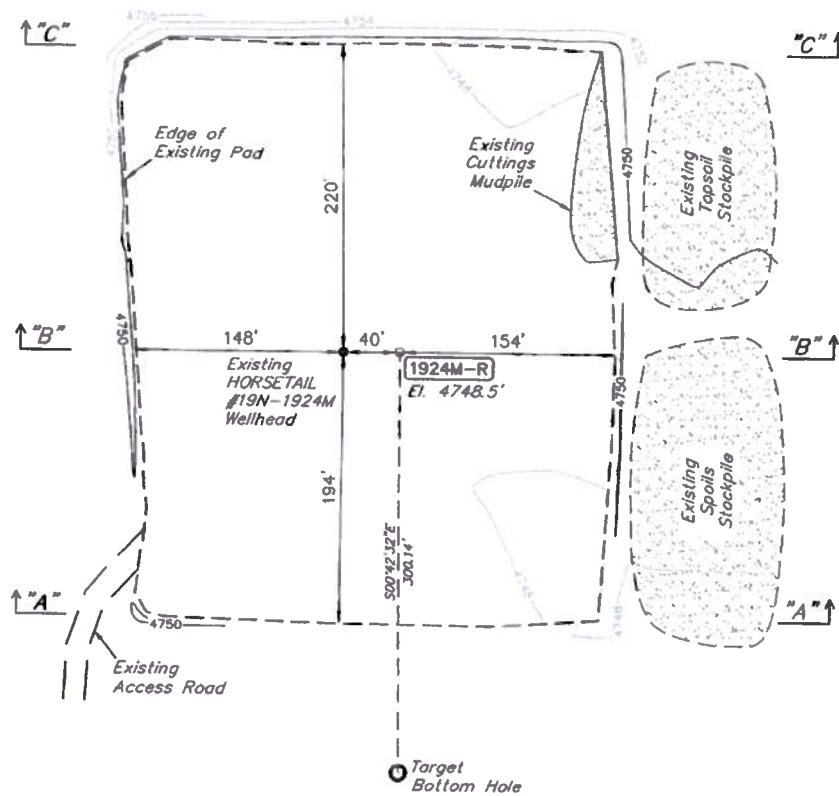
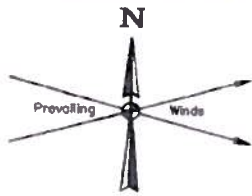
SURVEYED BY: LUKE PERRIN	DATE: 09-30-14
DRAWN BY: J.S.	DATE DRAWN: 09-30-14
SCALE: 1" = 1000'	REVISED: 00-00-00

WELL LOCATION PLAT



UELS, LLC
 Corporate Office * 85 South 200 East
 Vernal, UT 84078 * (435) 789-1017





NOTES:
 • Contours shown at 2' intervals.

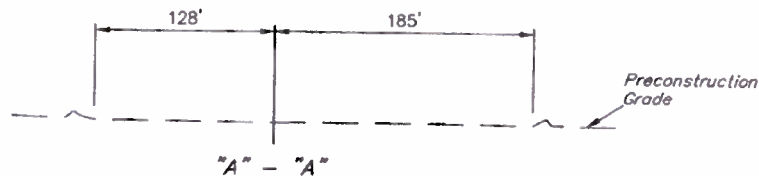
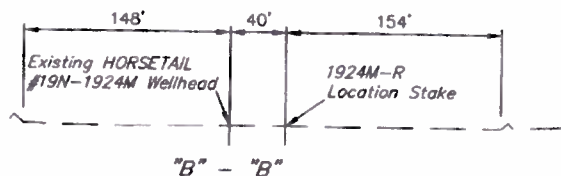
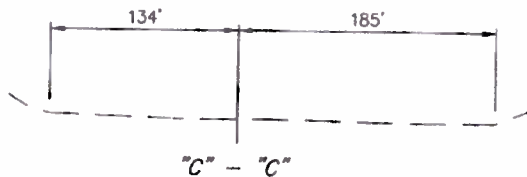
WHITING OIL & GAS CORP.
HORSETAIL #19N-1924M-R ON EXISTING
HORSETAIL #19N-1924M PAD
SECTION 19, T10N, R57W, 6th P.M.
660' FSL 2616' FEL



UELS, LLC
 Corporate Office • 85 South 200 East
 Vernal, UT 84078 • (435) 789-1017

DRAWN BY: J.S.	DATE DRAWN: 09-30-14
SCALE: 1" = 100'	REVISED: 00-00-00
CONSTRUCTION LAYOUT	FIGURE #1

1" = 40'
X-Section
Scale
1" = 100'



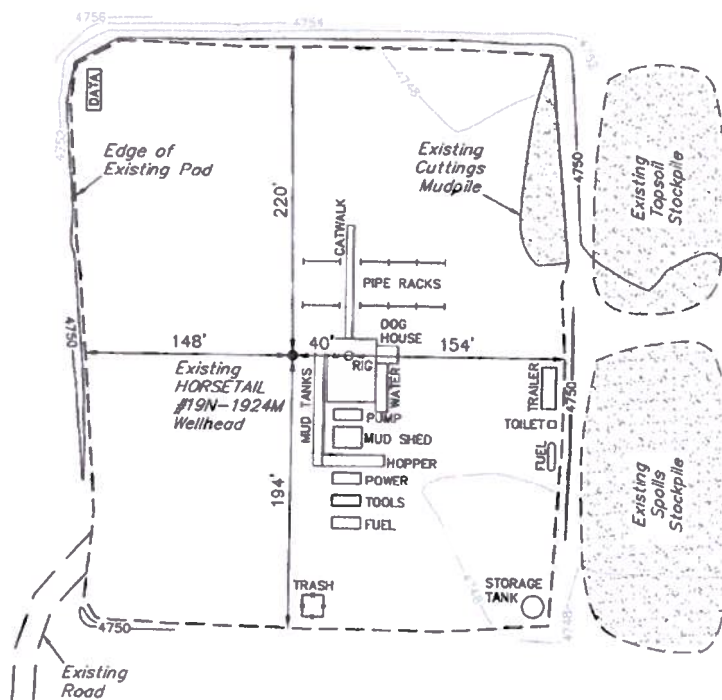
EXISTING SURFACE DISTURBANCE AREA	
	ACRES
TOTAL EXISTING SURFACE USE AREA	±4.050

WHITING OIL & GAS CORP.
HORSETAIL #19N-1924M-R ON EXISTING
HORSETAIL #19N-1924M PAD
SECTION 19, T10N, R57W, 6th P.M.
660' FSL 2616' FEL



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

DRAWN BY: J.S.	DATE DRAWN: 09-30-14
SCALE: AS SHOWN	REVISED: 00-00-00
CONSTRUCTION LAYOUT CROSS SECTIONS	FIGURE #2



NOTES:

- Contours shown at 2' intervals.

WHITING OIL & GAS CORP.

**HORSETAIL #19N-1924M-R ON EXISTING
HORSETAIL #19N-1924M PAD
SECTION 19, T10N, R57W, 6th P.M.
660' FSL 2616' FEL**



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Vernal, UT 84078 * (435) 789-1017

DRAWN BY: J.S.

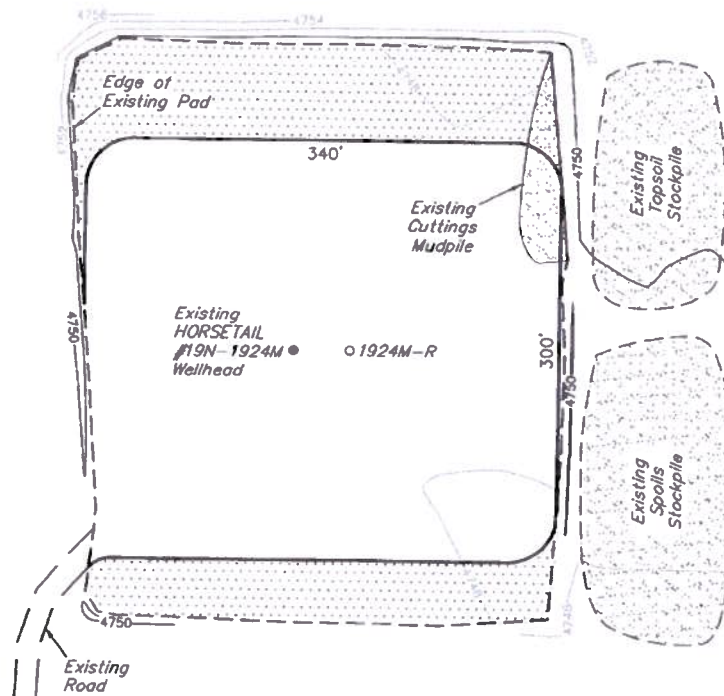
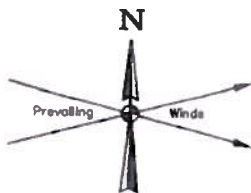
SCALE: 1" = 100'

DATE DRAWN: 09-30-14

REVISÉ: 00-00-00

TYPICAL RIG LAYOUT

FIGURE #3



LEGEND:
 Reclaimed Area

APPROXIMATE UN-RECLAIMED ACREAGE = **+2.298 ACRES**

NOTES:

- Contours shown at 2' intervals.

WHITING OIL & GAS CORP.

**HORSETAIL #19N-1924M-R ON EXISTING
 HORSETAIL #19N-1924M PAD
 SECTION 19, T10N, R57W, 6th P.M.
 660' FSL 2616' FEL**



UELS, LLC
 Corporate Office * 85 South 200 East
 Vernal, UT 84078 * (435) 789-1017

DRAWN BY: JS	DATE DRAWN: 09-30-14
SCALE: 1" = 100'	REVISED: 00-00-00
INTERIM RECLAMATION PLAN FIGURE #4	