

# NORTHERN OIL & GAS, INC.

## FORM 10-K (Annual Report)

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Address	315 MANITOBA AVE WAYZATA, MN 55391
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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

**FORM 10-K**

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2012

Or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 .**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 001-33999

**NORTHERN OIL AND GAS, INC.**

( Exact Name of Registrant as Specified in Its Charter )

**Minnesota**

( State or Other Jurisdiction of Incorporation or Organization )

**95-3848122**

(I.R.S. Employer Identification No.)

**315 Manitoba Avenue – Suite 200, Wayzata, Minnesota 55391**

( Address of Principal Executive Offices ) ( Zip Code )

**952-476-9800**

( Registrant's Telephone Number, Including Area Code )

Securities registered pursuant to Section 12(b) of the Act:

**Title of Each Class**

Common Stock, \$0.001 par value

**Name of Each Exchange On Which Registered**

NYSE MKT

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10- or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a small reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer ☒

Accelerated Filer ☐

Non-Accelerated Filer ☐  
(Do not check if a smaller reporting  
company)

Smaller Reporting Company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the registrant's voting and non-voting common equity held by non-affiliates of the registrant on the last business

day of the registrant's most recently completed second fiscal quarter (based on the closing sale price as reported by the NYSE MKT) was approximately \$937.3 million.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

As of February 22, 2013, the registrant had 63,630,990 shares of common stock issued and outstanding.

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## **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the proxy statement related to the registrant's 2013 Annual Meeting of Shareholders are incorporated by reference into Part III of this annual report.

### **CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS**

We are including the following discussion to inform our existing and potential security holders generally of some of the risks and uncertainties that can affect our company and to take advantage of the "safe harbor" protection for forward-looking statements that applicable federal securities law affords.

From time to time, our management or persons acting on our behalf may make forward-looking statements to inform existing and potential security holders about our company. All statements other than statements of historical facts included in this report regarding our financial position, business strategy, plans and objectives of management for future operations, industry conditions, and indebtedness covenant compliance are forward-looking statements. When used in this report, forward-looking statements are generally accompanied by terms or phrases such as "estimate," "project," "predict," "believe," "expect," "anticipate," "target," "plan," "intend," "seek," "goal," "will," "should," "may" or other words and similar expressions that convey the uncertainty of future events or outcomes. Items contemplating or making assumptions about, actual or potential future sales, market size, collaborations, and trends or operating results also constitute such forward-looking statements.

Forward-looking statements involve inherent risks and uncertainties, and important factors (many of which are beyond our company's control) that could cause actual results to differ materially from those set forth in the forward-looking statements, including the following: crude oil and natural gas prices, our ability to raise or access capital, general economic or industry conditions, nationally and/or in the communities in which our company conducts business, changes in the interest rate environment, legislation or regulatory requirements, conditions of the securities markets, changes in accounting principles, policies or guidelines, financial or political instability, acts of war or terrorism, other economic, competitive, governmental, regulatory and technical factors affecting our company's operations, products and prices.

We have based any forward-looking statements on our current expectations and assumptions about future events. While our management considers these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. Accordingly, results actually achieved may differ materially from expected results in these statements. Forward-looking statements speak only as of the date they are made. You should consider carefully the statements in "Item 1A. Risk Factors" and other sections of this report, which describe factors that could cause our actual results to differ from those set forth in the forward-looking statements. Our company does not undertake, and specifically disclaims, any obligation to update any forward-looking statements to reflect events or circumstances occurring after the date of such statements.

Readers are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of this report. We assume no obligation to update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of this report, other than as may be required by applicable law or regulation. Readers are urged to carefully review and consider the various disclosures made by us in our reports filed with the United States Securities and Exchange Commission (the "SEC") which attempt to advise interested parties of the risks and factors that may affect our business, financial condition, results of operation and cash flows. If one or more of these risks or uncertainties materialize, or if the underlying assumptions prove incorrect, our actual results may vary materially from those expected or projected.

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## GLOSSARY OF TERMS

Unless otherwise indicated in this report, natural gas volumes are stated at the legal pressure base of the state or geographic area in which the reserves are located at 60 degrees Fahrenheit. Crude oil and natural gas equivalents are determined using the ratio of six Mcf of natural gas to one barrel of crude oil, condensate or natural gas liquids.

The following definitions shall apply to the technical terms used in this report.

### **Terms used to describe quantities of crude oil and natural gas:**

“ *Bbl* .” One stock tank barrel of 42 U.S. gallons liquid volume used herein in reference to crude oil, condensate or NGLs.

“ *Boe* .” A barrel of oil equivalent and is a standard convention used to express oil, NGL and natural gas volumes on a comparable oil equivalent basis. Gas equivalents are determined under the relative energy content method by using the ratio of 6.0 Mcf of gas to 1.0 Bbl of oil or NGL.

“ *Boepd* .” Boe per day.

“ *Btu or British Thermal Unit* .” The quantity of heat required to raise the temperature of one pound of water by one degree Fahrenheit.

“ *MBbl* .” One thousand barrels of crude oil, condensate or NGLs.

“ *MBoe* .” One thousand Boes.

“ *Mcf* .” One thousand cubic feet of natural gas.

“ *MMBbl* .” One million barrels of crude oil, condensate or NGLs.

“ *MBoe* .” One million Boes.

“ *MMBtu* .” One million British Thermal Units.

“ *MMcf* .” One million cubic feet of natural gas.

“ *NGLs* .” Natural gas liquids. Hydrocarbons found in natural gas that may be extracted as liquefied petroleum gas and natural gasoline.

### **Terms used to describe our interests in wells and acreage:**

“ *Basin* .” A large natural depression on the earth’s surface in which sediments generally brought by water accumulate.

“ *Completion* .” The process of treating a drilled well followed by the installation of permanent equipment for the production of crude oil, NGLs, and/or natural gas.

“ *Conventional play* .” An area that is believed to be capable of producing crude oil, NGLs, and natural gas occurring in discrete accumulations in structural and stratigraphic traps.

“ *Developed acreage* .” Acreage consisting of leased acres spaced or assignable to productive wells. Acreage included in spacing units of infill wells is classified as developed acreage at the time production commences from the initial well in the spacing unit. As such, the addition of an infill well does not have any impact on a company’s amount of developed acreage.

“ *Development well.* ” A well drilled within the proved area of a crude oil, NGL, or natural gas reservoir to the depth of stratigraphic horizon (rock layer or formation) noted to be productive for the purpose of extracting proved crude oil, NGL, or natural gas reserves.

“ *Dry hole .* ” A well found to be incapable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of such production exceed production expenses and taxes.

“ *Exploratory well* ” A well drilled to find and produce crude oil, NGLs, or natural gas in an unproved area, to find a new reservoir in a field previously found to be producing crude oil, NGLs, or natural gas in another reservoir, or to extend a known reservoir.

“ *Field .* ” An area consisting of a single reservoir or multiple reservoirs all grouped on, or related to, the same individual geological structural feature or stratigraphic condition. The field name refers to the surface area, although it may refer to both the surface and the underground productive formations.

“ *Formation .* ” A layer of rock which has distinct characteristics that differs from nearby rock.

“ *Gross acres or Gross wells.* ” The total acres or wells, as the case may be, in which a working interest is owned.

“ *Held by operations.* ” A provision in an oil and gas lease that extends the stated term of the lease as long as drilling operations are ongoing on the property.

“ *Held by production.* ” A provision in an oil and gas lease that extends the stated term of the lease as long as the property produces a minimum quantity of crude oil, NGLs, and natural gas.

“ *Hydraulic fracturing .* ” The technique of improving a well’s production or injection rates by pumping a mixture of fluids into the formation and rupturing the rock, creating an artificial channel. As part of this technique, sand or other material may also be injected into the formation to keep the channel open, so that fluids or natural gases may more easily flow through the formation.

“ *Infill well.* ” A subsequent well drilled in an established spacing unit to the addition of an already established productive well in the spacing unit. Acreage on which infill wells are drilled is considered developed commencing with the initial productive well established in the spacing unit. As such, the addition of an infill well does not have any impact on a company’s amount of developed acreage.

“ *Net acres.* ” The percentage ownership of gross acres. Net acres are deemed to exist when the sum of fractional ownership working interests in gross acres equals one (e.g., a 10% working interest in a lease covering 640 gross acres is equivalent to 64 net acres).

“ *Net well.* ” A well that is deemed to exist when the sum of fractional ownership working interests in gross wells equals one.

“ *NYMEX .* ” The New York Mercantile Exchange.

“ *OPEC.* ” The Organization of Petroleum Exporting Countries.

“ *Productive well .* ” A well that is found to be capable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of the production exceed production expenses and taxes.

“ *Recompletion .* ” The process of treating a drilled well followed by the installation of permanent equipment for the production of crude oil, NGLs or natural gas or, in the case of a dry hole, the reporting of abandonment to the appropriate agency.

“ *Reservoir* .” A porous and permeable underground formation containing a natural accumulation of producible crude oil, NGLs and/or natural gas that is confined by impermeable rock or water barriers and is separate from other reservoirs.

“ *Spacing* .” The distance between wells producing from the same reservoir. Spacing is often expressed in terms of acres, e.g., 40-acre spacing, and is often established by regulatory agencies.

“ *Unconventional play* .” An area believed to be capable of producing crude oil, NGLs, and/or natural gas occurring in cumulations that are regionally extensive but require recently developed technologies to achieve profitability. These areas tend to have low permeability and may be closely associated with source rock as this is the case with crude oil and natural gas shale, tight crude oil and natural gas sands and coal bed methane.

“ *Undeveloped acreage* .” Leased acreage on which wells have not been drilled or completed to a point that would permit the production of economic quantities of crude oil, NGLs, and natural gas, regardless of whether such acreage contains proved reserves. Undeveloped acreage includes net acres held by operations until a productive well is established in the spacing unit.

“ *Unit* .” The joining of all or substantially all interests in a reservoir or field, rather than a single tract, to provide for development and operation without regard to separate property interests. Also, the area covered by a unitization agreement.

“ *Wellbore* .” The hole drilled by the bit that is equipped for natural gas production on a completed well. Also called well or borehole.

“ *West Texas Intermediate or WTI* .” A light, sweet blend of oil produced from the fields in West Texas.

“ *Working interest* .” The right granted to the lessee of a property to explore for and to produce and own crude oil, NGLs, natural gas or other minerals. The working interest owners bear the exploration, development, and operating costs on either a cash, penalty, or carried basis.

#### **Terms used to assign a present value to or to classify our reserves:**

“ *Possible reserves* .” The additional reserves which analysis of geoscience and engineering data suggest are less likely to be recoverable than probable reserves.

“ *Pre-tax PV-10% or PV-10* .” The estimated future net revenue, discounted at a rate of 10% per annum, before income taxes and with no price or cost escalation or de-escalation in accordance with guidelines promulgated by the SEC.

“ *Probable reserves* .” The additional reserves which analysis of geoscience and engineering data indicate are less likely to be recovered than proved reserves but which together with proved reserves, are as likely as not to be recovered.

“ *Proved developed producing reserves (PDP's)* .” Reserves that can be expected to be recovered through existing wells with existing equipment and operating methods. Additional crude oil, NGLs, and natural gas expected to be obtained through the application of fluid injection or other improved recovery techniques for supplementing the natural forces and mechanisms of primary recovery are included in “proved developed reserves” only after testing by a pilot project or after the operation of an installed program has confirmed through production response that increased recovery will be achieved.

“ *Proved developed non-producing reserves (PDNP's)* .” Proved crude oil, NGLs, and natural gas reserves that are developed behind pipe, shut-in or that can be recovered through improved recovery only after the necessary equipment has been installed, or when the costs to do so are relatively minor. Shut-in reserves are expected to be recovered from (1) completion intervals which are open at the time of the estimate but which have not started producing, (2) wells that were shut-in for market conditions or pipeline connections, or (3) wells not capable of production for mechanical reasons. Behind-pipe reserves are expected to be recovered from zones in existing wells that will require additional completion work or future recompletion prior to the start of production.

*“ Proved reserves .”* The quantities of crude oil, NGLs and natural gas, which, by analysis of geosciences and engineering data, can be estimated with reasonable certainty to be economically producible, from a given date forward, from known reservoirs, and under existing economic conditions, operating methods, and government regulations, prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain, regardless of whether deterministic or probabilistic methods are used for the estimation. The project to extract the hydrocarbons must have commenced or the operator must be reasonably certain that it will commence the project within a reasonable time.

*“ Proved undeveloped drilling location. ”* A site on which a development well can be drilled consistent with spacing rules for purposes of recovering proved undeveloped reserves.

*“ Proved undeveloped reserves ”* or *“ PUDs .”* Reserves that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for development. Reserves on undrilled acreage are limited to those drilling units offsetting productive units that are reasonably certain of production when drilled. Proved reserves for other undrilled units are claimed only where it can be demonstrated with certainty that there is continuity of production from the existing productive formation. Estimates for proved undeveloped reserves will not be attributable to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual tests in the area and in the same reservoir.

(i) The area of the reservoir considered as proved includes: (A) the area identified by drilling and limited by fluid contacts, if any, and (B) adjacent undrilled portions of the reservoir that can, with reasonable certainty, be judged to be continuous with it and to contain economically producible crude oil, NGLs or natural gas on the basis of available geoscience and engineering data.

(ii) In the absence of data on fluid contacts, proved quantities in a reservoir are limited by the lowest known hydrocarbons (“LKH”) as seen in a well penetration unless geoscience, engineering, or performance data and reliable technology establishes a lower contact with reasonable certainty.

(iii) Where direct observation from well penetrations has defined a highest known oil (“HKO”) elevation and the potential exists for an associated gas cap, proved oil reserves may be assigned in the structurally higher portions of the reservoir only if geoscience, engineering or performance data and reliable technology establish the higher contact with reasonable certainty.

(iv) Reserves which can be produced economically through application of improved recovery techniques (including, but not limited to, fluid injection) are included in the proved classification when: (A) successful testing by a pilot project in an area of the reservoir with properties no more favorable than in the reservoir as a whole, the operation of an installed program in the reservoir or an analogous reservoir, or other evidence using reliable technology establishes the reasonable certainty of the engineering analysis on which the project or program was based; and (B) the project has been approved for development by all necessary parties and entities, including governmental entities.

(v) Existing economic conditions include prices and costs at which economic producibility from a reservoir is to be determined. The price shall be the average during the 12-month period prior to the ending date of the period covered by the report, determined as an unweighted arithmetic average of the first-day-of-the-month price for each month within such period, unless prices are defined by contractual arrangements, excluding escalations based on future conditions.

*“ Standardized measure .”* The estimated future net revenue, discounted at a rate of 10% per annum, after income taxes and with no price or cost escalation, calculated in accordance with Accounting Standards Codification (“ASC”) 932, formerly Statement of Financial Accounting Standards No. 69 “Disclosures About Oil and Gas Producing Activities.”



# NORTHERN OIL AND GAS, INC.

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**NORTHERN OIL AND GAS, INC.**  
**ANNUAL REPORT ON FORM 10-K**  
**FOR FISCAL YEAR ENDED DECEMBER 31, 2012**

**PART I**

**Item 1. Business**

**Overview**

We are an independent energy company engaged in the acquisition, exploration, development and production of oil and natural gas properties, primarily in the Bakken and Three Forks formations within the Williston Basin in North Dakota and Montana. We believe the location, size and concentration of our acreage position in one of North America's leading unconventional oil-resource plays will provide drilling and development opportunities that result in significant long-term value. Our primary focus is oil exploration and production through non-operated working interests in wells drilled and completed in spacing units that include our acreage. As a non-operator, we are able to diversify our investment exposure by participating in a large number of gross wells, as well as entering into more project areas by partnering with numerous experienced operating partners. In addition, because we can elect to participate on a well-by-well basis, we believe we have increased flexibility in the timing and amount of our capital expenditures because we are not burdened with various contractual development agreements or a large operating support staff. Further, we are able to avoid exploratory costs incurred by many oil and gas producers.

During 2012, we participated in the drilling and completion of 563 gross (48.3 net) wells in the Williston Basin. At December 31, 2012, we owned working interests in 1,227 gross (106.2 net) producing wells, consisting of 1,222 wells targeting the Bakken and Three Forks formations and five exploratory wells targeting other formations. As of December 31, 2012, we leased approximately 179,131 net acres, all located in the Williston Basin, of which approximately 89,777 net acres were developed.

As of December 31, 2012, our proved reserves were 67.6 MMBoe (all of which were in the Williston Basin) as estimated by our third-party independent reservoir engineering firm, Ryder Scott Company, LP, which represents 44% growth in our proved reserves compared to year end 2011. The following table provides a summary of certain information regarding our assets:

	As of December 31, 2012							
	Productive Wells			Average Daily Production (1)	Proved Reserves	% Oil	% Proved Developed	PV-10 (2)
	Net Acres	Gross	Net	(Boe per day)	(MBoe)			(in thousands)
North Dakota	138,490	1173	97.9	10,403	66,133	90%	44%	\$ 1,261,408
Montana	40,641	54	8.3	462	1,461	91	77	25,998
Total	179,131	1227	106.2	10,865	67,594	90	45	\$ 1,287,406

(1) Represents the average daily production over the three months ended December 31, 2012.

(2) PV-10 is a non-GAAP financial measure. For further information and reconciliation to the most directly comparable GAAP measures, see "Item 2. Properties—Proved Reserves." The prices used to calculate this measure were \$84.92 per barrel of oil and \$4.78 per Mcf of natural gas, which includes an uplift factor of 1.7 to reflect liquids and condensates (natural gas liquids are included with natural gas). The NYMEX benchmark used to calculate PV-10 was \$94.71 per barrel of oil and \$2.76 per Mcf of gas, translating to an average differential to benchmark prices for us of \$9.79 per barrel of oil and a premium of \$2.02 per Mcf of gas.

Historically, we have acquired properties by purchasing individual or small groups of leases directly from mineral owners or from landmen or lease brokers, as well as by purchasing lease packages in identified project areas controlled by specific operators. We have increasingly focused our efforts on acquiring properties subject to specific drilling projects or included in permitted or drilling spacing units. We believe that our history of acquiring oil and gas interests in the Williston Basin, our early participation in the unconventional development of the Bakken and Three Forks formations and the relationships we have established with the various operators within the basin, provide us a competitive advantage in our efforts to secure additional oil and gas properties within the Williston Basin.

We seek to create value through strategic acreage acquisitions and partnering with operators who have experience in developing and producing oil in our core areas. We have targeted specific prospects and have consistently participated in drilling programs in the Williston Basin. We have more than 25 experienced operating partners that provide both technical capabilities and additional sources for acreage acquisitions. Additionally, through our participation in 1,227 gross (106.2 net) producing wells, we have assembled an extensive database of information related to well performance for different areas of the Williston Basin, which helps us evaluate acquisition opportunities and the drilling programs of our operating partners.

## Business Strategy

Our business strategy is to create value for our shareholders by growing reserves, production and cash flow on a cost-efficient basis. Key elements of our business strategies include:

- *Continue Participation in the Development of Our Existing Properties in the Williston Basin as a Non-Operator.* Development of our existing position in the Williston Basin resource play is our primary objective. We plan to continue to concentrate our capital expenditures in the Williston Basin, where we believe our current acreage position provides an attractive return on the capital employed on our multi-year drilling inventory of oil-focused properties.
- *Diversify Our Risk Through Non-Operated Participation in a Larger Number of Bakken and Three Forks Wells .* As a non-operator, we seek to diversify our investment and operational risk through participation in a large number of oil wells and with multiple operators. As of December 31, 2012, we have participated in 1,227 gross (106.2 net) producing wells in the Williston Basin with an average working interest of 8.7% in each gross well, with more than 25 experienced operating partners. We expect to continue partnering with numerous experienced operators across our leasehold positions.
- *Make Strategic Acquisitions in the Williston Basin at Attractive Prices.* We generally seek to acquire small lease positions at a significant discount to the contiguous acreage positions typically sought by larger producers. As part of this strategy, we consider areas that are actively being drilled and permitted and where we have an understanding of the operators and their drilling plans, capital requirements and well economics. Historically, we have acquired properties by purchasing individual or small groups of leases directly from mineral owners or from landmen or lease brokers, as well as purchasing lease packages in identified project areas controlled by specific operators. We believe this acquisition strategy will allow us to expand our operations at attractive prices. During 2012, we acquired 17,590 net acres at an average cost of \$1,788 per acre, and earned an additional 6,450 net acres through farm-in arrangements. During 2011, we acquired approximately 43,239 net acres at an average price of \$1,832 per acre.
- *Maintain a Strong Balance Sheet and Actively Manage Commodity Price Risk.* Our goal is to remain financially strong, yet flexible, through the prudent management of our balance sheet and active management of commodity price volatility. We employ an active commodity price risk management program to better enable us to execute our business plan over the entire commodity price cycle. Our current program includes a combination of swaps and costless collars on a significant percentage of our expected production over a rolling 36-month horizon. The following table summarizes the oil derivative contracts that we have entered into for each year as of December 31, 2012:

Costless Collars			
Contract Period	Volume (Bbl)	Average Floor	Average Ceiling
2013	2,153,269	\$ 90.01	\$ 104.17
2014	240,000	\$ 90.00	\$ 99.05

## Swaps

Contract Period	Volume (Bbl)	Average Price
2013	960,000	\$ 91.86
2014	2,130,000	\$ 91.65

## Industry Operating Environment

The oil and natural gas industry is affected by many factors that we generally cannot control. Government regulations, particularly in the areas of taxation, energy, climate change and the environment, can have a significant impact on operations and profitability. Significant factors that will impact oil prices in the current fiscal year and future periods include: political and social developments in the Middle East, demand in Asian and European markets, and the extent to which members of OPEC and other oil exporting nations manage oil supply through export quotas. Daily WTI oil prices averaged \$94.15 per barrel in 2012 with a high of \$109.77 per barrel in February and a low of \$77.69 per barrel in June. Additionally, natural gas prices continue to be under pressure due to concerns over excess supply of natural gas due to the high productivity of emerging shale plays in the United States and continued lower product demand caused by a weakened economy. Natural gas prices are generally determined by North American supply and demand and are also affected by imports of liquefied natural gas. Weather also has a significant impact on demand for natural gas since it is a primary heating source.

## Development

We primarily engage in oil and natural gas exploration and production by participating on a proportionate basis alongside third-party interests in wells drilled and completed in spacing units that include our acreage. We typically depend on drilling partners to propose, permit and initiate the drilling of wells. Prior to commencing drilling, our partners are required to provide all owners of oil, natural gas and mineral interests within the designated spacing unit the opportunity to participate in the drilling costs and revenues of the well to the extent of their pro-rata share of such interest within the spacing unit. We assess each drilling opportunity on a case-by-case basis and participate in wells that we expect to meet our return thresholds based upon our estimates of ultimate recoverable oil and natural gas, expertise of the operator and completed well cost from each project, as well as other factors. At the present time we expect to participate pursuant to our working interest in a majority of the wells proposed to us.

We do not manage our commodities marketing activities internally, but our operating partners generally market and sell oil and natural gas produced from wells in which we have an interest. Our operating partners coordinate the transportation of our oil production from our wells to appropriate pipelines or rail transport facilities pursuant to arrangements that such partners negotiate and maintain with various parties purchasing the production. We understand that our partners generally sell our production to a variety of purchasers at prevailing market prices under separately negotiated short-term contracts. The price at which production is sold generally is tied to the spot market for oil. Williston Basin Light Sweet Crude from the Bakken source rock is generally 41-42 API crude oil and is readily accepted into the pipeline infrastructure. The weighted average differential reported to us by our producers during 2012 was \$9.79 per barrel below NYMEX pricing. Our weighted average differential was approximately \$2.17 per barrel below NYMEX pricing during the fourth quarter of 2012. This differential represents the imbedded transportation costs in moving the oil from wellhead to refinery and will fluctuate based on availability of pipeline, rail and other transportation methods.

## Competition

The oil and natural gas industry is intensely competitive, and we compete with numerous other oil and natural gas exploration and production companies. Some of these companies have substantially greater resources than we have. Not only do they explore for and produce oil and natural gas, but also many carry on midstream and refining operations and market petroleum and other products on a regional, national or worldwide basis. The operations of other companies may be able to pay more for exploratory prospects and productive oil and natural gas properties. They may also have more resources to define, evaluate, bid for and purchase a greater number of properties and prospects than our financial or human resources permit.

Our larger or integrated competitors may have the resources to be better able to absorb the burden of existing, and any changes to federal, state, and local laws and regulations more easily than we can, which would adversely affect our competitive position. Our ability to discover reserves and acquire additional properties in the future will be dependent upon our ability and resources to evaluate and select suitable properties and to consummate transactions in this highly competitive environment. In addition, we may be at a disadvantage in producing oil and natural gas properties and bidding for exploratory prospects, because we have fewer financial and human resources than other companies in our industry. Should a larger and better financed company decide to directly compete with us, and be successful in its efforts, our business could be adversely affected.

## **Marketing and Customers**

The market for oil and natural gas that will be produced from our properties depends on factors beyond our control, including the extent of domestic production and imports of oil and natural gas, the proximity and capacity of natural gas pipelines and other transportation facilities, demand for oil and natural gas, the marketing of competitive fuels and the effects of state and federal regulation. The oil and natural gas industry also competes with other industries in supplying the energy and fuel requirements of industrial, commercial and individual consumers.

Our oil production is expected to be sold at prices tied to the spot oil markets. Our natural gas production is expected to be sold under short-term contracts and priced based on first of the month index prices or on daily spot market prices. We rely on our operating partners to market and sell our production. Our operating partners include a variety of exploration and production companies, from large publicly-traded companies to small, privately-owned companies. We do not believe the loss of any single operator would have a material adverse effect on our company as a whole.

## **Title to Properties**

Our properties are subject to customary royalty interests, liens under indebtedness, liens incident to operating agreements, liens for current taxes and other burdens, including other mineral encumbrances and restrictions. Our credit agreement is also secured by a first lien on substantially all of our assets. We do not believe that any of these burdens materially interfere with the use of our properties or the operation of our business.

We believe that we have satisfactory title to or rights in all of our producing properties. As is customary in the oil and gas industry, minimal investigation of title is made at the time of acquisition of undeveloped properties. In most cases, we investigate title only when we acquire producing properties or before commencement of drilling operations.

## **Principal Agreements Affecting Our Ordinary Business**

We do not own any physical real estate, but, instead, our acreage is comprised of leasehold interests subject to the terms and provisions of lease agreements that provide our company the right to drill and maintain wells in specific geographic areas. All lease arrangements that comprise our acreage positions are established using industry-standard terms that have been established and used in the oil and natural gas industry for many years. Some of our leases may be acquired from other parties that obtained the original leasehold interest prior to our acquisition of the leasehold interest.

In general, our lease agreements stipulate three to five year terms. Bonuses and royalty rates are negotiated on a case-by-case basis consistent with industry standard pricing. Once a well is drilled and production established, the leased acreage in the applicable spacing unit is considered developed acreage and is held by production. Other locations within the drilling unit created for a well may also be drilled at any time with no time limit as long as the lease is held by production. Given the current pace of drilling in the Bakken play at this time, we do not believe lease expiration issues will materially affect our North Dakota position.

## **Governmental Regulation and Environmental Matters**

Our operations are subject to various rules, regulations and limitations impacting the oil and natural gas exploration and production industry as whole.

## *Regulation of Oil and Natural Gas Production*

Our oil and natural gas exploration, production and related operations, when developed, are subject to extensive rules and regulations promulgated by federal, state, tribal and local authorities and agencies. For example, North Dakota and Montana require permits for drilling operations, drilling bonds and reports concerning operations and impose other requirements relating to the exploration and production of oil and natural gas. Such states may also have statutes or regulations addressing conservation matters, including provisions for the unitization or pooling of oil and natural gas properties, the establishment of maximum rates of production from wells, and the regulation of spacing, plugging and abandonment of such wells. Failure to comply with any such rules and regulations can result in substantial penalties. The regulatory burden on the oil and natural gas industry will most likely increase our cost of doing business and may affect our profitability. Although we believe we are currently in substantial compliance with all applicable laws and regulations, because such rules and regulations are frequently amended or reinterpreted, we are unable to predict the future cost or impact of complying with such laws. Significant expenditures may be required to comply with governmental laws and regulations and may have a material adverse effect on our financial condition and results of operations.

## *Environmental Matters*

Our operations and properties are subject to extensive and changing federal, state and local laws and regulations relating to environmental protection, including the generation, storage, handling, emission, transportation and discharge of materials into the environment, and relating to safety and health. The recent trend in environmental legislation and regulation generally is toward stricter standards, and this trend will likely continue. These laws and regulations may:

- require the acquisition of a permit or other authorization before construction or drilling commences and for certain other activities;
- limit or prohibit construction, drilling and other activities on certain lands lying within wilderness and other protected areas; and
- impose substantial liabilities for pollution resulting from its operations.

The permits required for our operations may be subject to revocation, modification and renewal by issuing authorities. Governmental authorities have the power to enforce their regulations, and violations are subject to fines or injunctions, or both. In the opinion of management, we are in substantial compliance with current applicable environmental laws and regulations, and have no material commitments for capital expenditures to comply with existing environmental requirements. Nevertheless, changes in existing environmental laws and regulations or in interpretations thereof could have a significant impact on our company, as well as the oil and natural gas industry in general.

The Comprehensive Environmental, Response, Compensation, and Liability Act (“CERCLA”) and comparable state statutes impose strict, joint and several liability on owners and operators of sites and on persons who disposed of or arranged for the disposal of “hazardous substances” found at such sites. It is not uncommon for the neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by the hazardous substances released into the environment. The Federal Resource Conservation and Recovery Act (“RCRA”) and comparable state statutes govern the disposal of “solid waste” and “hazardous waste” and authorize the imposition of substantial fines and penalties for noncompliance. Although CERCLA currently excludes petroleum from its definition of “hazardous substance,” state laws affecting our operations may impose clean-up liability relating to petroleum and petroleum related products. In addition, although RCRA classifies certain oil field wastes as “non-hazardous,” such exploration and production wastes could be reclassified as hazardous wastes thereby making such wastes subject to more stringent handling and disposal requirements.

The Endangered Species Act (“ESA”) seeks to ensure that activities do not jeopardize endangered or threatened animal, fish and plant species, nor destroy or modify the critical habitat of such species. Under ESA, exploration and production operations, as well as actions by federal agencies, may not significantly impair or jeopardize the species or its habitat. ESA provides for criminal penalties for willful violations of ESA. Other statutes that provide protection to animal and plant species and that may apply to our operations include, but are not necessarily limited to, the Fish and Wildlife Coordination Act, the Fishery Conservation and Management Act, the Migratory Bird Treaty Act and the National Historic Preservation Act. Although we believe that our operations will be in substantial compliance with such statutes, any change in these statutes or any reclassification of a species as endangered could subject our company (directly or indirectly through our operating partners) to significant expenses to modify our operations or could force discontinuation of certain operations altogether.

On April 17, 2012, EPA finalized rules proposed on July 28, 2011 that establish new air emission controls for oil and natural gas production and natural gas processing operations. Specifically, the EPA's rule package includes New Source Performance Standards to address emissions of sulfur dioxide and volatile organic compounds ("VOCs") and a separate set of emission standards to address hazardous air pollutants frequently associated with oil and natural gas production and processing activities. The rules establish specific new requirements regarding emissions from compressors, dehydrators, storage tanks and other production equipment. In addition, the rules revise leak detection requirements for natural gas processing plants. These rules may require a number of modifications to the operations of our third-party operating partners, including the installation of new equipment to control emissions from compressors. Although we cannot predict the cost to comply with these new requirements at this point, compliance with these new rules could result in significant costs, including increased capital expenditures and operating costs, and could adversely impact our business.

These new regulations and proposals and any other new regulations requiring the installation of more sophisticated pollution control equipment could have a material adverse impact on our business, results of operations and financial condition.

The Federal Water Pollution Control Act of 1972, or the Clean Water Act (the "CWA"), imposes restrictions and controls on the discharge of produced waters and other pollutants into navigable waters. Permits must be obtained to discharge pollutants into state and federal waters and to conduct construction activities in waters and wetlands. The CWA and certain state regulations prohibit the discharge of produced water, sand, drilling fluids, drill cuttings, sediment and certain other substances related to the oil and gas industry into certain coastal and offshore waters without an individual or general National Pollutant Discharge Elimination System discharge permit. In addition, the Clean Water Act and analogous state laws require individual permits or coverage under general permits for discharges of storm water runoff from certain types of facilities. Some states also maintain groundwater protection programs that require permits for discharges or operations that may impact groundwater conditions. Costs may be associated with the treatment of wastewater and/or developing and implementing storm water pollution prevention plans. The CWA and comparable state statutes provide for civil, criminal and administrative penalties for unauthorized discharges of oil and other pollutants and impose liability on parties responsible for those discharges, for the costs of cleaning up any environmental damage caused by the release and for natural resource damages resulting from the release.

The underground injection of oil and natural gas wastes are regulated by the Underground Injection Control program authorized by the Safe Drinking Water Act. The primary objective of injection well operating requirements is to ensure the mechanical integrity of the injection apparatus and to prevent migration of fluids from the injection zone into underground sources of drinking water. Substantially all of the oil and natural gas production in which we have interest is developed from unconventional sources that require hydraulic fracturing as part of the completion process. Hydraulic fracturing involves the injection of water, sand and chemicals under pressure into the formation to stimulate gas production. Legislation to amend the Safe Drinking Water Act to repeal the exemption for hydraulic fracturing from the definition of "underground injection" and require federal permitting and regulatory control of hydraulic fracturing, as well as legislative proposals to require disclosure of the chemical constituents of the fluids used in the fracturing process, were proposed in recent sessions of Congress. The U.S. Congress continues to consider legislation to amend the Safe Drinking Water Act to subject hydraulic fracturing operations to regulation under the Act's Underground Injection Control Program to require disclosure of chemicals used in the hydraulic fracturing process.

Scrutiny of hydraulic fracturing activities continues in other ways. The federal government is currently undertaking several studies of hydraulic fracturing's potential impacts. Several states, including Montana and North Dakota where our properties are located, have also proposed or adopted legislative or regulatory restrictions on hydraulic fracturing. We cannot predict whether any other legislation will ever be enacted and if so, what its provisions would be. If additional levels of regulation and permits were required through the adoption of new laws and regulations at the federal or state level, which could lead to delays, increased operating costs and process prohibitions that would materially adversely affect our revenue and results of operations.

The National Environmental Policy Act, or NEPA, establishes a national environmental policy and goals for the protection, maintenance and enhancement of the environment and provides a process for implementing these goals within federal agencies. A major federal agency action having the potential to significantly impact the environment requires review under NEPA. Many of the activities of our third-party operating partners are covered under categorical exclusions which results in a shorter NEPA review process. The Council on Environmental Quality has announced an intention to reinvigorate NEPA reviews and on March 12, 2012, issued final guidance that may result in longer review processes that could lead to delays and increased costs that could materially adversely affect our revenues and results of operations.

## **Climate Change**

Significant studies and research have been devoted to climate change and global warming, and climate change has developed into a major political issue in the United States and globally. Certain research suggests that greenhouse gas emissions contribute to climate change and pose a threat to the environment. Recent scientific research and political debate has focused in part on carbon dioxide and methane incidental to oil and natural gas exploration and production.

In the United States, legislative and regulatory initiatives are underway to limit greenhouse gas emissions. The U.S. Congress has considered legislation that would control GHG emissions through a “cap and trade” program and several states have already implemented programs to reduce GHG emissions. The U.S. Supreme Court determined that GHG emissions fall within the federal Clean Air Act, or the CAA, definition of an “air pollutant,” and in response the EPA promulgated an endangerment finding paving the way for regulation of GHG emissions under the CAA. In 2010, the EPA issued a final rule, known as the “Tailoring Rule,” that makes certain large stationary sources and modification projects subject to permitting requirements for greenhouse gas emissions under the Clean Air Act.

In addition, in September 2009, the EPA issued a final rule requiring the reporting of GHGs from specified large GHG emission sources in the United States beginning in 2011 for emissions in 2010. On November 30, 2010, the EPA published a final rule expanding its existing GHG emissions reporting to include onshore and offshore oil and natural gas systems beginning in 2012. Our third party operating partners are required to report their greenhouse gas emissions under these rules. Because regulation of GHG emissions is relatively new, further regulatory, legislative and judicial developments are likely to occur. Such developments may affect how these GHG initiatives will impact us. Moreover, while the U.S. Supreme Court held in its June 2011 decision *American Electric Power Co. v. Connecticut* that, with respect to claims concerning GHG emissions, the federal common law of nuisance was displaced by the federal Clean Air Act, the Court left open the question of whether tort claims against sources of GHG emissions alleging property damage may proceed under state common law. There thus remains some litigation risk for such claims. Due to the uncertainties surrounding the regulation of and other risks associated with GHG emissions, we cannot predict the financial impact of related developments on us.

Legislation or regulations that may be adopted to address climate change could also affect the markets for our products by making our products more or less desirable than competing sources of energy. To the extent that our products are competing with higher greenhouse gas emitting energy sources, our products would become more desirable in the market with more stringent limitations on greenhouse gas emissions. To the extent that our products are competing with lower greenhouse gas emitting energy sources such as solar and wind, our products would become less desirable in the market with more stringent limitations on greenhouse gas emissions. We cannot predict with any certainty at this time how these possibilities may affect our operations.

The majority of scientific studies on climate change suggest that stronger storms may occur in the future in the areas where we operate, although the scientific studies are not unanimous. Although operators may take steps to mitigate physical risks from storms, no assurance can be given that future storms will not have a material adverse effect on our business.



## **Employees**

We currently have 19 full time employees. As drilling production activities continue to increase, we may hire additional technical or administrative personnel as appropriate. We do not expect a significant change in the number of full time employees over the next 12 months based upon our currently-projected drilling plan. We are using and will continue to use the services of independent consultants and contractors to perform various professional services. We believe that this use of third-party service providers enhances our ability to contain general and administrative expenses.

## **Office Locations**

Our executive offices are located at 315 Manitoba Avenue, Suite 200, Wayzata, Minnesota 55391. Our office space consists of 4,653 square feet of leased space. We believe our current office space is sufficient to meet our needs for the foreseeable future.

## **Organizational Background**

Our company took its present form on March 20, 2007, when Northern Oil and Gas, Inc. (“Northern”), a Nevada corporation engaged in our current business, merged with and into our subsidiary, with Northern remaining as the surviving corporation (the “Merger”). Northern then merged into us, and we were the surviving corporation. We then changed our name to Northern Oil and Gas, Inc. As a result of the Merger, Northern was deemed to be the acquiring company for financial reporting purposes and the transaction was accounted for as a reverse merger. Our primary operations are now those formerly operated by Northern as well as other business activities since March 2007.

On June 30, 2010, we reincorporated in the State of Minnesota from the State of Nevada pursuant to a plan of merger between Northern Oil and Gas, Inc., a Nevada corporation, and Northern Oil and Gas, Inc., a Minnesota corporation and wholly-owned subsidiary of the Nevada corporation. Upon the reincorporation, each outstanding certificate representing shares of the Nevada corporation’s common stock was deemed, without any action by the holders thereof, to represent the same number and class of shares of our company’s common stock. As of June 30, 2010, the rights of our shareholders began to be governed by Minnesota corporation law and our current articles of incorporation and bylaws.

## **Available Information – Reports to Security Holders**

Our website address is [www.northernoil.com](http://www.northernoil.com). We make available on this website under “Investor Relations,” free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports as soon as reasonably practicable after we electronically file those materials with, or furnish those materials to, the SEC. These filings are also available to the public at the SEC’s Public Reference Room at 100 F Street, NE, Room 1580, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Electronic filings with the SEC are also available on the SEC internet website at [www.sec.gov](http://www.sec.gov).

We have also posted to our website our Audit Committee Charter, Compensation Committee Charter, Nominating Committee Charter and our Code of Business Conduct and Ethics, in addition to all pertinent company contact information.

## **Item 1A. Risk Factors**

### **Risks Related to our Business**

*Oil and natural gas prices are volatile. A protracted period of depressed oil and natural gas prices could adversely affect our financial position, results of operations and cash flow.*

The oil and natural gas markets are very volatile, and we cannot predict future oil and natural gas prices. The prices we receive for our oil and natural gas production heavily influences our revenue, profitability, access to capital and future rate of growth. The prices we receive for our production and the levels of our production depend on numerous factors beyond our control. These factors include, but are not limited to, the following:

- changes in global supply and demand for oil and natural gas;
- the actions of OPEC and other major oil producing countries;
- the price and quantity of imports of foreign oil and natural gas;
- political and economic conditions, including embargoes, in oil-producing countries or affecting other oil-producing activity;
- the level of global oil and natural gas exploration and production activity;
- the level of global oil and natural gas inventories;
- weather conditions;
- technological advances affecting energy consumption;
- domestic and foreign governmental regulations;
- proximity and capacity of oil and natural gas pipelines and other transportation facilities;
- the price and availability of competitors' supplies of oil and natural gas in captive market areas; and
- the price and availability of alternative fuels.

Lower oil and natural gas prices may not only decrease our revenues but also may reduce the amount of oil and natural gas that our operators can produce economically and therefore potentially lower our reserve bookings. A substantial or extended decline in oil or natural gas prices may result in impairments of our proved oil and natural gas properties and may materially and adversely affect our future business, financial condition, results of operations, liquidity or ability to finance planned capital expenditures. To the extent commodity prices received from production are insufficient to fund planned capital expenditures, we may be required to reduce spending or borrow or issue additional equity to cover any such shortfall. Lower oil and natural gas prices may also reduce the amount of our borrowing base under our revolving credit facility, which is determined at the discretion of the lenders based on the collateral value of our proved reserves that have been mortgaged to the lenders and is subject to redetermination from time to time as provided in our credit agreement.

***Our estimated reserves are based on many assumptions that may prove to be inaccurate. Any material inaccuracies in these reserve estimates or underlying assumptions will materially affect the quantities and present value of our reserves.***

Determining the amount of oil and natural gas recoverable from various formations involves significant uncertainty. No one can measure underground accumulations of oil or natural gas in an exact way. Oil and natural gas reserve engineering requires subjective estimates of underground accumulations of oil and/or natural gas and assumptions concerning future oil and natural gas prices, production levels, and operating and development costs. Some of our reserve estimates are made without the benefit of a lengthy production history, and are less reliable than estimates based on a lengthy production history. As a result, estimated quantities of proved reserves and projections of future production rates and the timing of development expenditures may prove to be inaccurate.

We routinely make estimates of oil and natural gas reserves in connection with managing our business and preparing reports to our lenders and investors. We make these reserve estimates using various assumptions, including assumptions as to oil and natural gas prices, drilling and operating expenses, capital expenditures, taxes and availability of funds. Some of these assumptions are inherently subjective, and the accuracy of our reserve estimates relies in part on the ability of our management team, reserve engineers and other advisors to make accurate assumptions. Any significant variance from these assumptions by actual figures could greatly affect our estimates of reserves, the economically recoverable quantities of oil, natural gas and NGLs attributable to any particular group of properties, the classifications of reserves based on risk of recovery, and estimates of the future net cash flows. Numerous changes over time to the assumptions on which our reserve estimates are based, as described above, often result in the actual quantities of oil, natural gas and NGLs we ultimately recover being different from our reserve estimates.

***Drilling for and producing oil, natural gas and NGLs are high risk activities with many uncertainties that could adversely affect our financial condition or results of operations.***

Our operators' drilling activities are subject to many risks, including the risk that they will not discover commercially productive reservoirs. Drilling for oil or natural gas can be uneconomical, not only from dry holes, but also from productive wells that do not produce sufficient revenues to be commercially viable. In addition, drilling and producing operations on our acreage may be curtailed, delayed or canceled by our operators as a result of other factors, including:

- the high cost, shortages or delivery delays of equipment and services;
- shortages of or delays in obtaining water for hydraulic fracturing operations;
- unexpected operational events;
- adverse weather conditions;
- facility or equipment malfunctions;
- title problems;
- pipeline ruptures or spills;
- compliance with environmental and other governmental requirements;
- unusual or unexpected geological formations;
- loss of drilling fluid circulation;
- formations with abnormal pressures;
- environmental hazards, such as oil, natural gas or well fluids spills or releases, pipeline or tank ruptures and discharges of toxic gas;
- fires;
- blowouts, craterings and explosions;
- uncontrollable flows of oil, natural gas or well fluids; and
- pipeline capacity curtailments.

Any of these events can cause substantial losses, including personal injury or loss of life, damage to or destruction of property, natural resources and equipment, pollution, environmental contamination, loss of wells and regulatory penalties.

We ordinarily maintain insurance against various losses and liabilities arising from our operations; however, insurance against all operational risks is not available to us. Additionally, we may elect not to obtain insurance if we believe that the cost of available insurance is excessive relative to the perceived risks presented. Losses could therefore occur for uninsurable or uninsured risks or in amounts in excess of existing insurance coverage. The occurrence of an event that is not fully covered by insurance could have a material adverse impact on our business activities, financial condition and results of operations.

***If oil or natural gas prices decrease or drilling efforts are unsuccessful, we may be required to record writedowns of our oil and natural gas properties.***

We could be required to write down the carrying value of certain of our oil and natural gas properties. Writedowns may occur when oil and natural gas prices are low, or if we have downward adjustments to our estimated proved reserves, increases in our estimates of operating or development costs, deterioration in drilling results or mechanical problems with wells where the cost to redrill or repair is not supported by the expected economics.

Accounting rules require that the carrying value of oil and natural gas properties be periodically reviewed for possible impairment. Impairment is recognized for the excess of book value over fair value when the book value of a proved property is greater than the expected undiscounted future net cash flows from that property and on acreage when conditions indicate the carrying value is not recoverable. We may be required to write down the carrying value of a property based on oil and natural gas prices at the time of the impairment review, or as a result of continuing evaluation of drilling results, production data, economics, divestiture activity, and other factors. While an impairment charge reflects our long-term ability to recover an investment, reduces our reported earnings and increases our leverage ratios, it does not impact cash or cash flow from operating activities.

***Our future success depends on our ability to replace reserves that our operators produce.***

Because the rate of production from oil and natural gas properties generally declines as reserves are depleted, our future success depends upon our ability to economically find or acquire and produce additional oil and natural gas reserves. Except to the extent that we acquire additional properties containing proved reserves, conduct successful exploration and development activities or, through engineering studies, identify additional behind-pipe zones or secondary recovery reserves, our proved reserves will decline as our reserves are produced. Future oil and natural gas production, therefore, is highly dependent upon our level of success in acquiring or finding additional reserves that are economically recoverable. We cannot assure you that we will be able to find or acquire and develop additional reserves at an acceptable cost.

We may acquire significant amounts of unproved property to further our development efforts. Development and exploratory drilling and production activities are subject to many risks, including the risk that no commercially productive reservoirs will be discovered. We acquire both proved and producing properties as well as undeveloped acreage that we believe will enhance growth potential and increase our earnings over time. However, we cannot assure you that all of these properties will contain economically viable reserves or that we will not abandon our initial investments. Additionally, we cannot assure you that unproved reserves or undeveloped acreage that we acquire will be profitably developed, that new wells drilled on our properties will be productive or that we will recover all or any portion of our investments in our properties and reserves.

***As a non-operator, our development of successful operations relies extensively on third-parties, which could have a material adverse effect on our results of operation.***

We have only participated in wells operated by third-parties. Our current ability to develop successful business operations depends on the success of our operators. If our operators are not successful in the development, exploitation, production and exploration activities relating to our leasehold interests, or are unable or unwilling to perform, our financial condition and results of operation would be materially adversely affected.

Our operators will make decisions in connection with their operations (subject to their contractual and legal obligations to other owners of working interests), which may not be in our best interests.

Additionally, we may have virtually no ability to exercise influence over the operational decisions of our operators, including the setting of capital expenditure budgets and drilling locations and schedules. Dependence on our operators could prevent us from realizing our target returns for those locations. The success and timing of development activities by our operators will depend on a number of factors that will largely be outside of our control, including:

- the timing and amount of capital expenditures;
- their expertise and financial resources;
- approval of other participants in drilling wells;
- selection of technology; and
- the rate of production of reserves, if any.

***We could experience periods of higher costs as activity in the Williston Basin accelerates or if commodity prices rise. These increases could reduce our profitability, cash flow, and ability to complete development activities as planned .***

Recently, major international oil and gas companies have publicly announced significant acquisition and joint venture transactions within the Williston Basin. This has resulted in increased activity and investment in the region. As activity in the Williston Basin increases, competition for equipment, labor and supplies is also expected to increase. Likewise, higher oil, natural gas and NGL prices generally increase the demand for equipment, labor and supplies, and can lead to shortages of, and increasing costs for, drilling equipment, services and personnel. Shortages of, or increasing costs for, experienced drilling crews and equipment and services could restrict our operating partners' ability to drill the wells and conduct the operations that we currently expect.

In addition, capital and operating costs in the oil and natural gas industry have generally risen during periods of increasing commodity prices as producers seek to increase production in order to capitalize on higher commodity prices. In situations where cost inflation exceeds commodity price inflation, our profitability and cash flow, and our operators' ability to complete development activities as scheduled and on budget, may be negatively impacted. Any delay in the drilling of new wells or significant increase in drilling costs could reduce our revenues and cash available to make payments on our debt obligations.

***Our lack of industry and geographical diversification may increase the risk of an investment in our company.***

Our business focus is on the oil and natural gas industry in a limited number of properties that are primarily in the areas of the Williston Basin located in Montana and North Dakota. While other companies may have the ability to manage their risk by diversification, the narrow focus of our business, in terms of both the industry focus and geographic scope of our business, means that we will likely be impacted more acutely by factors affecting our industry or the region in which we operate than we would if our business were more diversified. As a result of the narrow industry focus of our business, we may be disproportionately exposed to the effects of regional supply and demand factors, delays or interruptions of production from wells in this area caused by governmental regulation, processing or transportation capacity constraints, market limitations, weather events or interruption of the processing or transportation of oil or natural gas. Additionally, we may be exposed to further risks, such as changes in field-wide rules and regulations that could cause us to permanently or temporarily shut-in all of our wells within the Williston Basin. We do not currently intend to broaden either the nature or geographic scope of our business.

***Locations that the operators of our properties decide to drill may not yield oil or natural gas in commercially viable quantities.***

The cost of drilling, completing and operating a well is often uncertain, and cost factors can adversely affect the economics of a well. Our efforts will be uneconomical if the operators of our properties drill dry holes or wells that are productive but do not produce enough to be commercially viable after drilling, operating and other costs. If the operators of our properties drill future wells that are identified as dry holes, the drilling success rate would decline and may adversely affect our results of operations.

***Our derivatives activities could result in financial losses or could reduce our cash flow.***

We enter into swaps, collars or other derivatives arrangements from time to time to hedge our expected production depending on projected production levels and expected market conditions. While intended to mitigate the effects of volatile oil and natural gas prices, such transactions may limit our potential gains and increase our potential losses if oil and natural gas prices were to rise substantially over the price established by the hedge.

Our actual future production may be significantly higher or lower than we estimate at the time we enter into derivative contracts for such period. If the actual amount of production is higher than we estimate, we will have greater commodity price exposure than we intended. If the actual amount of production is lower than the notional amount that is subject to our derivative financial instruments, we might be forced to satisfy all or a portion of our derivative transactions without the benefit of the cash flow from our sale of the underlying physical commodity, resulting in a substantial diminution of our liquidity. As a result of these factors, our hedging activities may not be as effective as we intend in reducing the volatility of our cash flows, and in certain circumstances may actually increase the volatility of our cash flows. In addition, such transactions may expose us to the risk of loss in certain circumstances, including instances in which:

- a counterparty to our derivative contracts is unable to satisfy its obligations under the contracts;
- our production is less than expected; or
- there is a widening of price differentials between delivery points for our production and the delivery point assumed in the derivative arrangement.

***The present value of future net cash flows from our proved reserves is not necessarily the same as the current market value of our estimated proved reserves.***

We base the estimated discounted future net cash flows from our proved reserves using a 12-month average price and costs in effect on the day of the estimate. However, actual future net cash flows from our oil and natural gas properties will be affected by factors such as:

- the volume, pricing and duration of our oil and natural gas hedging contracts;
- actual prices we receive for oil, natural gas and NGLs;
- our actual operating costs in producing oil, natural gas and NGLs;
- the amount and timing of our capital expenditures;
- the amount and timing of actual production; and
- changes in governmental regulations or taxation.

The timing of both our production and our incurrence of expenses in connection with the development and production of oil and natural gas properties will affect the timing of actual future net cash flows from proved reserves, and thus their actual present value. In addition, the 10% discount factor we use when calculating discounted future net cash flows may not be the most appropriate discount factor based on interest rates in effect from time to time and risks associated with us or the oil and natural gas industry in general. Any material inaccuracies in these reserve estimates or underlying assumptions will materially affect the quantities and present value of our reserves, which could adversely affect our business, results of operations and financial condition.

***Our business depends on oil and natural gas transportation and processing facilities and other assets that are owned by third parties.***

The marketability of our oil and natural gas depends in part on the availability, proximity and capacity of pipeline systems, processing facilities, oil trucking fleets and rail transportation assets owned by third parties. The lack of available capacity on these systems and facilities, whether as a result of proration, physical damage, scheduled maintenance or other reasons, could result in the shut-in of producing wells or the delay or discontinuance of development plans for our properties. The curtailments arising from these and similar circumstances may last from a few days to several months. In many cases, operators are provided only with limited, if any, notice as to when these circumstances will arise and their duration. In addition, many of our wells are drilled in locations in the Williston Basin that are serviced only to a limited extent, if at all, by gathering and transportation pipelines, which may or may not have sufficient capacity to transport production from all of the wells in the area. As a result, we rely on third party oil trucking to transport a significant portion of our production to third party transportation pipelines, rail loading facilities and other market access points. Any significant curtailment in gathering system or pipeline capacity, or the unavailability of sufficient third party trucking or rail capacity, could adversely affect our business, results of operations and financial condition.

***Certain of our undeveloped leasehold acreage is subject to leases that will expire over the next several years unless production is established or operations are commenced on units containing the acreage or the leases are extended.***

A significant portion of our acreage is not currently held by production or held by operations. Unless production in paying quantities is established or operations are commenced on units containing these leases during their terms, the leases will expire. If our leases expire and we are unable to renew the leases, we will lose our right to develop the related properties. Drilling plans for these areas are generally in the discretion of third party operators and are subject to change based on various factors that are beyond our control, such as: the availability and cost of capital, equipment, services and personnel; seasonal conditions; regulatory and third party approvals; oil, NGL and natural gas prices; results of title work; gathering system and other transportation constraints; drilling costs and results; and production costs. As of December 31, 2012, we estimate that we had leases that were not developed that represented 20,915 net acres potentially expiring in 2013, 26,364 net acres potentially expiring in 2014 and 22,744 net acres potentially expiring in 2015.

***Seasonal weather conditions adversely affect operators' ability to conduct drilling activities in the areas where our properties are located.***

Seasonal weather conditions can limit drilling and producing activities and other operations in our operating areas and as a result, a majority of the drilling on our properties is generally performed during the summer and fall months. These seasonal constraints can pose challenges for meeting well drilling objectives and increase competition for equipment, supplies and personnel during the summer and fall months, which could lead to shortages and increase costs or delay operations. Additionally, many municipalities impose weight restrictions on the paved roads that lead to jobsites due to the muddy conditions caused by spring thaws. This could limit access to jobsites and operators' ability to service wells in these areas.

***Significant capital expenditures are required to replace our reserves.***

Our exploration, development and acquisition activities require substantial capital expenditures. Historically, we have funded our capital expenditures through a combination of cash flow from operations, our credit facility and equity issuances. We have also engaged in asset sales from time to time. If our access to capital were limited due to numerous factors, which could include a decrease in operating cash flow due to lower oil and natural gas prices or decreased production or deterioration of the credit and capital markets, we would have a reduced ability to replace our reserves. We may not be able to incur additional bank debt, issue debt or equity, engage in asset sales or access other methods of financing on acceptable terms to meet our reserve replacement requirements.

The amount available for borrowing under our credit facility is subject to a borrowing base which is determined by our lenders, at their discretion, taking into account our estimated proved reserves and is subject to periodic redeterminations based on pricing models determined by the lenders at such time. The decline in oil and natural gas prices in 2008 adversely impacted the value of our estimated proved reserves and, in turn, the market values used by our lenders to determine our borrowing base. If commodity prices (particularly oil prices) decline, it will have similar adverse effects on our reserves and borrowing base and reduce our ability to replace our reserves.

***We may be unable to obtain additional capital that we will require to implement our business plan, which could restrict our ability to grow.***

Future acquisitions and future exploration, development, production and marketing activities, will require a substantial amount of capital. Cash reserves, cash from operations and borrowings under our revolving credit facility may not be sufficient to fund both our continuing operations and our planned growth. We may require additional capital to continue to grow our business through acquisitions and to further expand our exploration and development programs. We may be unable to obtain additional capital if and when required.

We may pursue sources of additional capital through various financing transactions or arrangements, including joint venturing of projects, debt financing, equity financing or other means. We may not be successful in consummating suitable financing transactions in the time period required or at all, and we may not be able to obtain the capital we require by other means. If the amount of capital we are able to raise from financing activities, together with our cash from operations, is not sufficient to satisfy our capital requirements, we may not be able to implement our business plan and may be required to scale back our operations, sell assets at unattractive prices or obtain financing on unattractive terms, any of which could adversely affect our business, results of operations and financial condition.

***Our acquisition strategy will subject us to certain risks associated with the inherent uncertainty in evaluating properties for which we have limited information.***

We have expanded our operations in part through acquisitions. Our decision to acquire a property will depend in part on the evaluation of data obtained from production reports and engineering studies, geophysical and geological analyses and seismic and other information, the results of which are often inconclusive and subject to various interpretations. Also, our reviews of acquired properties are inherently incomplete because it generally is not feasible to perform an in-depth review of the individual properties involved in each acquisition. Even a detailed review of records and properties may not necessarily reveal existing or potential problems, nor will it permit us to become sufficiently familiar with the properties to assess fully their deficiencies and potential. Inspections may not always be performed on every well, and environmental problems, such as ground water contamination, are not necessarily observable even when an inspection is undertaken.

Any acquisition involves other potential risks, including, among other things:

- the validity of our assumptions about reserves, future production, revenues and costs;
- a decrease in our liquidity by using a significant portion of our cash from operations or borrowing capacity to finance acquisitions;
- a significant increase in our interest expense or financial leverage if we incur additional debt to finance acquisitions;
- the assumption of unknown liabilities, losses or costs for which we are not indemnified or for which our indemnity is inadequate;
- an inability to hire, train or retain qualified personnel to manage and operate our growing business and assets; and
- an increase in our costs or a decrease in our revenues associated with any potential royalty owner or landowner claims or disputes.

***The loss of any member of our management team, upon whose knowledge, relationships with industry participants, leadership and technical expertise we rely could diminish our ability to conduct our operations, and harm our ability to execute our business plan.***

Our success depends heavily upon the continued contributions of those members of our management team whose knowledge, relationships with industry participants, leadership and technical expertise would be difficult to replace. In particular, our ability to successfully acquire additional properties, to increase our reserves, to participate in drilling opportunities and to identify and enter into commercial arrangements depends on developing and maintaining close working relationships with industry participants. In addition, our ability to select and evaluate suitable properties and to consummate transactions in a highly competitive environment is dependent on our management team's knowledge and expertise in the industry. To continue to develop our business, we rely on our management team's knowledge and expertise in the industry and will use our management team's relationships with industry participants, specifically those of Mr. Reger our Chief Executive Officer, to enter into strategic relationships, which may take the form of joint ventures with other private parties and contractual arrangements with other oil and natural gas companies.

Although all of the members of our management team have entered into employment agreements with us, they may terminate their employment with our company at any time. If we were to lose members of our management team, we may not be able to replace the knowledge that they possess. In addition, we may not be able to establish or maintain strategic relationships with industry participants. If we were to lose the services of the members of our management team, our ability to conduct our operations and execute our business plan could be materially harmed.



***Deficiencies of title to our leased interests could significantly affect our financial condition.***

We typically do not incur the expense of a title examination prior to acquiring oil and natural gas leases or undivided interests in oil and natural gas leases or other developed rights. If an examination of the title history of a property reveals that an oil or natural gas lease or other developed rights have been purchased in error from a person who is not the owner of the mineral interest desired, our interest would substantially decline in value or be eliminated. In such cases, the amount paid for such oil or natural gas lease or leases or other developed rights may be lost. It is generally our practice not to incur the expense of retaining lawyers to examine the title to the mineral interest to be acquired. Rather, we typically rely upon the judgment of oil and natural gas lease brokers or landmen who perform the fieldwork in examining records in the appropriate governmental or county clerk's office before attempting to acquire a lease or other developed rights in a specific mineral interest.

Prior to drilling an oil or natural gas well, however, it is the normal practice in the oil and natural gas industry for the person or company acting as the operator of the well to obtain a preliminary title review of the spacing unit within which the proposed oil or natural gas well is to be drilled to ensure there are no obvious deficiencies in title to the well. Frequently, as a result of such examinations, certain curative work must be done to correct deficiencies in the marketability of the title, such as obtaining affidavits of heirship or causing an estate to be administered. Such curative work entails expense, and the operator may elect to proceed with a well despite defects to the title identified in the preliminary title opinion. Our failure to obtain perfect title to our leaseholds may adversely affect our current production and reserves and our ability in the future to increase production and reserves.

***Competition in obtaining rights to explore and develop oil and natural gas reserves and to market our production may impair our business.***

The oil and natural gas industry is highly competitive. Other oil and natural gas companies may seek to acquire oil and natural gas leases and other properties and services we will need to operate our business in the areas in which we expect to operate. This competition is increasingly intense as prices of oil and natural gas on the commodities markets have risen in recent years. Additionally, other companies engaged in our line of business may compete with us from time to time in obtaining capital from investors. Competitors include larger companies which, in particular, may have access to greater resources, may be more successful in the recruitment and retention of qualified employees and may conduct their own refining and petroleum marketing operations, which may give them a competitive advantage. In addition, actual or potential competitors may be strengthened through the acquisition of additional assets and interests. If we are unable to compete effectively or respond adequately to competitive pressures, our results of operation and financial condition may be materially adversely affected.

***Our hedging activities expose us to potential regulatory risks .***

The Federal Trade Commission ("FTC"), Federal Regulatory Commission ("FERC") and the Commodities Futures Trading Commission ("CFTC") have statutory authority to monitor certain segments of the physical and futures energy commodities markets. These agencies have imposed broad regulations prohibiting fraud and manipulation of such markets. With regard to hedging activities that we undertake with respect to oil, natural gas, NGLs, or other energy commodities, we are required to observe the market-related regulations enforced by these agencies. Failure to comply with such regulations, as interpreted and enforced, could have a material adverse effect on our business, results of operations and financial condition.

***The adoption of derivatives legislation by the United States Congress could have an adverse effect on our ability to use derivative instruments to reduce the effect of commodity price, interest rate and other risks associated with our business .***

The United States Congress adopted comprehensive financial reform legislation that establishes federal oversight and regulation of the over-the-counter derivatives market and entities, such as us, that participate in that market. The new legislation was signed into law by the President on July 21, 2010 and requires the CFTC, the SEC and other regulators to promulgate rules and regulations implementing the new legislation. In December 2011, the CFTC extended temporary exemptive relief for certain regulations applicable to swaps, until no later than July 16, 2012. The CFTC has issued final regulations to set position limits for certain futures and option contracts in the major energy markets and for swaps that are their economic equivalents. Certain bona fide hedging transactions would be exempt from these position limits. It is not possible at this time to predict when the CFTC will make these regulations effective. The financial reform legislation may also require us to comply with margin requirements and with certain clearing and trade-execution requirements in connection with our derivative activities, although the application of those provisions to us is uncertain at this time. The financial reform legislation may also require the counterparties to our derivative instruments to spin off some of their derivatives activities to a separate entity, which may not be as creditworthy as the current counterparty. The legislation and any new regulations could significantly increase the cost of derivative contracts (including from swap recordkeeping and reporting requirements and through requirements to post collateral which could adversely affect our available liquidity), materially alter the terms of derivative contracts, reduce the availability of derivatives to protect against risks we encounter, reduce our ability to monetize or restructure our existing derivative contracts, and increase our exposure to less creditworthy counterparties. If we reduce our use of derivatives as a result of the legislation and regulations, our results of operations may become more volatile and our cash flows may be less predictable, which could adversely affect our ability to plan for and fund capital expenditures or to make payments on our debt obligations. Finally, the legislation was intended, in part, to reduce the volatility of oil and natural gas prices, which some legislators attributed to speculative trading in derivatives and commodity instruments related to oil and natural gas. Our revenues could therefore be adversely affected if a consequence of the legislation and regulations is to lower commodity prices. Any of these consequences could have a material adverse effect on our business, our financial condition, and our results of operations.

***Our business is subject to complex federal, state, local and other laws and regulations that could adversely affect the cost, manner or feasibility of doing business.***

Our operational interests, as operated by our third-party operating partners, are regulated extensively at the federal, state and local levels. Environmental and other governmental laws and regulations have increased the costs to plan, design, drill, install, operate and abandon oil and natural gas wells. Under these laws and regulations, our company (either directly or indirectly through our operating partners) could also be liable for personal injuries, property and natural resource damage and other damages. Failure to comply with these laws and regulations may result in the suspension or termination of our business and subject us to administrative, civil and criminal penalties. Moreover, public interest in environmental protection has increased in recent years, and environmental organizations have opposed, with some success, certain drilling projects.

Part of the regulatory environment in which we do business includes, in some cases, legal requirements for obtaining environmental assessments, environmental impact studies and/or plans of development before commencing drilling and production activities. In addition, our activities are subject to the regulations regarding conservation practices and protection of correlative rights. These regulations affect our business and limit the quantity of natural gas we may produce and sell. A major risk inherent in the drilling plans in which we participate is the need for our operators to obtain drilling permits from state and local authorities. Delays in obtaining regulatory approvals or drilling permits, the failure to obtain a drilling permit for a well or the receipt of a permit with unreasonable conditions or costs could have a material adverse effect on the development of our properties. Additionally, the oil and natural gas regulatory environment could change in ways that might substantially increase the financial and managerial costs of compliance with these laws and regulations and, consequently, adversely affect our profitability. At this time, we cannot predict the effect of this increase on our results of operations. Furthermore, we may be put at a competitive disadvantage to larger companies in our industry that can spread these additional costs over a greater number of wells and larger operating staff.

***Environmental risks may adversely affect our business.***

All phases of the oil and natural gas business present environmental risks and hazards and are subject to environmental regulation pursuant to a variety of federal, state and municipal laws and regulations. Environmental legislation provides for, among other things, restrictions and prohibitions on spills, releases or emissions of various substances produced in association with oil and natural gas operations. The legislation also requires that wells and facility sites be operated, maintained, abandoned and reclaimed to the satisfaction of applicable regulatory authorities. There is risk of incurring significant environmental costs and liabilities as a result of the handling of petroleum hydrocarbons and wastes, air emissions and wastewater discharges related to our business, and historical operations and waste disposal practices. Failure to comply with these laws and regulations may result in the assessment of administrative, civil and criminal penalties, loss of our leases, incurrence of investigatory or remedial obligations and the imposition of injunctive relief.

Environmental legislation is evolving in a manner we expect may result in stricter standards and enforcement, larger fines and liability and potentially increased capital expenditures and operating costs. The discharge of oil, natural gas or other pollutants into the air, soil or water may give rise to liabilities to governments and third parties and may require us to incur costs to remedy such discharge, regardless of whether we were responsible for the release or contamination and regardless of whether our operating partners met previous standards in the industry at the time they were conducted. In addition, claims for damages to persons, property or natural resources may result from environmental and other impacts of operations on our properties. The application of environmental laws to our business may cause us to curtail production or increase the costs of our production, development or exploration activities.

***Federal and state legislative and regulatory initiatives relating to hydraulic fracturing could result in increased costs and additional operating restrictions or delays.***

The U.S. Congress is considering legislation that would amend the federal Safe Drinking Water Act by repealing an exemption for the underground injection of hydraulic fracturing fluids near drinking water sources. Hydraulic fracturing is an important and commonly used process for the completion of oil and natural gas wells in shale formations, and involves the pressurized injection of water, sand and chemicals into rock formations to stimulate production. Sponsors of the legislation have asserted that chemicals used in the fracturing process could adversely affect drinking water supplies. If enacted, the legislation could result in additional regulatory burdens such as permitting, construction, financial assurance, monitoring, recordkeeping, and plugging and abandonment requirements. The legislation also proposes requiring the disclosure of chemical constituents used in the fracturing process to state or federal regulatory authorities, who would then make such information publicly available. The availability of this information could make it easier for third parties opposing the hydraulic fracturing process to initiate legal proceedings based on allegations that specific chemicals used in the fracturing process could adversely affect groundwater. In addition, several state and local governments are considering or have adopted legislative or regulatory restrictions on hydraulic fracturing through additional permit requirements, operational restrictions, and temporary or permanent bans on hydraulic fracturing in certain environmentally sensitive areas such as watersheds. For example, Montana and North Dakota have both adopted regulations recently requiring the disclosure of all fluids, additives, and chemicals used in the hydraulic fracturing process. The adoption of any federal or state legislation or implementing regulations imposing reporting obligations on, or otherwise limiting, the hydraulic fracturing process could lead to operational delays or increased operating costs and could result in additional regulatory burdens that could make it more difficult to perform hydraulic fracturing and increase costs of compliance and doing business.

***Climate change legislation or regulations restricting emissions of “greenhouse gases” could result in increased operating costs and reduced demand for the oil and natural gas that we produce.***

In December 2009, the U.S. Environmental Protection Agency (the “EPA”) determined that emissions of carbon dioxide, methane and other “greenhouse gases” (“GHG”) present an endangerment to public health and the environment because emissions of such gases are, according to the EPA, contributing to warming of the earth’s atmosphere and other climatic changes. Based on its findings, the EPA has begun adopting and implementing regulations to restrict emissions of greenhouse gases under existing provisions of the Clean Air Act (the “CAA”). On September 22, 2009, the EPA issued a final rule requiring the reporting of greenhouse gas emissions from specified large greenhouse gas emission sources in the U.S. beginning in 2011 for emissions occurring in 2010. On November 30, 2010, the EPA published a final rule expanding its existing greenhouse gas emissions reporting rule to include certain petroleum and natural gas facilities, which rule requires data collection beginning in 2011 and reporting beginning in 2012. Our operating partners will be required to report certain of their greenhouse gas emissions under this rule by September 28, 2012. On May 12, 2010, the EPA also issued a “tailoring” rule, which makes certain large stationary sources and modification projects subject to permitting requirements for greenhouse gas emissions under the CAA. In addition, the EPA has continued to adopt GHG regulations of other industries, such as the March 2012 proposed GHG rule restricting future development of coal-fired power plants. As a result of this continued regulatory focus, future GHG regulations of the oil and gas industry remain a possibility. However, several of the EPA’s greenhouse gas rules are being challenged in pending court proceedings and, depending on the outcome of such proceedings, such rules may be modified or rescinded or the EPA could develop new rules.

In addition, the U.S. Congress has from time to time considered adopting legislation to reduce emissions of greenhouse gases and almost one-half of the states have already taken legal measures to reduce emissions of greenhouse gases primarily through the planned development of greenhouse gas emission inventories and/or regional greenhouse gas cap and trade programs. Most of these cap and trade programs work by requiring major sources of emissions, such as electric power plants, or major producers of fuels, such as refineries and gas processing plants, to acquire and surrender emission allowances. The number of allowances available for purchase is reduced each year in an effort to achieve the overall greenhouse gas emission reduction goal. The adoption of legislation or regulatory programs to reduce emissions of greenhouse gases could require our third-party operating partners, and indirectly us, to incur increased operating costs, such as costs to purchase and operate emissions control systems, to acquire emissions allowances or comply with new regulatory or reporting requirements. Any such legislation or regulatory programs could also increase the cost of consuming, and thereby reduce demand for, the oil and natural gas produced by our operational interests. Consequently, legislation and regulatory programs to reduce emissions of greenhouse gases could have an adverse effect on our business, financial condition and results of operations.

***Decommissioning costs are unknown and may be substantial. Unplanned costs could divert resources from other projects.***

We may become responsible for costs associated with plugging, abandoning and reclaiming wells, pipelines and other facilities that we use for production of oil and natural gas reserves. Abandonment and reclamation of these facilities and the costs associated therewith is often referred to as “decommissioning.” We accrue a liability for decommissioning costs associated with our wells, but have not established any cash reserve account for these potential costs in respect of any of our properties. If decommissioning is required before economic depletion of our properties or if our estimates of the costs of decommissioning exceed the value of the reserves remaining at any particular time to cover such decommissioning costs, we may have to draw on funds from other sources to satisfy such costs. The use of other funds to satisfy such decommissioning costs could impair our ability to focus capital investment in other areas of our business.

***Our revolving credit agreement contains operating and financial restrictions that may restrict our business and financing activities.***

Our revolving credit agreement contains, and any future indebtedness we incur may contain, a number of restrictive covenants that will impose significant operating and financial restrictions on us, including restrictions on our ability to, among other things:

- declare or pay any dividend or make any other distributions on, purchase or redeem our equity interests or purchase or redeem subordinated debt;
- make certain investments;
- incur or guarantee additional indebtedness or issue certain types of equity securities;
- create certain liens;
- sell assets;
- consolidate, merge or transfer all or substantially all of our assets; and
- engage in transactions with our affiliates.

As a result of these covenants, we will be limited in the manner in which we conduct our business, and we may be unable to engage in favorable business activities or finance future operations or capital needs.

Our ability to comply with some of the foregoing covenants and restrictions may be affected by events beyond our control. If market or other economic conditions deteriorate, our ability to comply with these covenants may be impaired. A failure to comply with the covenants, ratios or tests in our revolving credit agreement or any future indebtedness could result in an event of default under our revolving credit agreement or our future indebtedness, which, if not cured or waived, could have a material adverse effect on our business, financial condition and results of operations. If an event of default under our revolving credit agreement occurs and remains uncured, the lenders thereunder:

- would not be required to lend any additional amounts to us;
- could elect to declare all borrowings outstanding, together with accrued and unpaid interest and fees, to be due and payable;
- may have the ability to require us to apply all of our available cash to repay these borrowings; and
- may prevent us from making debt service payments under our other agreements.

An event of default or an acceleration under our revolving credit agreement could result in an event of default and an acceleration under other future indebtedness. Conversely, an event of default or an acceleration under any future indebtedness could result in an event of default and an acceleration under our revolving credit agreement. In addition, our obligations under the revolving credit agreement are collateralized by perfected first priority liens and security interests on substantially all of our assets and if we are unable to repay our indebtedness under the revolving credit agreement, the lenders could seek to foreclose on our assets.

***Our leverage and debt service obligations may adversely affect our financial condition, results of operations and business prospects.***

Our level of indebtedness could affect our operations in several ways, including the following:

- require us to dedicate a substantial portion of our cash flow from operations to service our existing debt, thereby reducing the cash available to finance our operations and other business activities and could limit our flexibility in planning for or reacting to changes in our business and the industry in which we operate;
- increase our vulnerability to economic downturns and adverse developments in our business;
- limit our ability to access the capital markets to raise capital on favorable terms or to obtain additional financing for working capital, capital expenditures or acquisitions or to refinance existing indebtedness;
- place restrictions on our ability to obtain additional financing, make investments, lease equipment, sell assets and engage in business combinations;
- place us at a competitive disadvantage relative to competitors with lower levels of indebtedness in relation to their overall size or less restrictive terms governing their indebtedness; and
- make it more difficult for us to satisfy our obligations under our debt agreements and increase the risk that we may default on our debt obligations.

Our ability to meet our expenses and debt obligations will depend on our future performance, which will be affected by financial, business, economic, regulatory and other factors. We will not be able to control many of these factors, such as economic conditions and governmental regulation. We depend on our revolving credit facility for future capital needs, because we use operating cash flows for investing activities and borrow as needed. We cannot be certain that our cash flow will be sufficient to allow us to pay the principal and interest on our current and future debt and meet our other obligations. If we do not have enough money, we may be required to refinance all or part of our debt, sell assets, borrow more money or raise equity. We may not be able to refinance our debt, sell assets, borrow more money or raise equity on terms acceptable to us, if at all. Our ability to comply with the financial and other restrictive covenants in our indebtedness will be affected by the levels of cash flow from our operations and future events and circumstances beyond our control. Failure to comply with these covenants would result in an event of default under our indebtedness, and such an event of default could adversely affect our business, financial condition and results of operations.

Availability under our revolving credit facility is determined semi-annually, as well as upon the occurrence of certain events, by the lenders in their sole discretion, based primarily on reserve reports that reflect our banks' projections of future commodity prices at such time. Significant declines in natural gas, NGL or oil prices may result in a decrease in our borrowing base. The lenders can unilaterally adjust the borrowing base and the borrowings permitted to be outstanding under the revolving credit facility. Any increase in the borrowing base requires the consent of all the lenders. If as a result of a borrowing base redetermination outstanding borrowings are in excess of the borrowing base, we must repay such excess borrowings immediately or in equal installments over six months, or we must pledge other properties as additional collateral. We do not currently have any substantial unpledged properties, and we may not have the financial resources in the future to make any mandatory principal prepayments required under the revolving credit facility.

***We may not be able to generate enough cash flow to meet our debt obligations.***

We expect our earnings and cash flow to vary significantly from year to year due to the cyclical nature of our industry. As a result, the amount of debt that we can service in some periods may not be appropriate for us in other periods. Additionally, our future cash flow may be insufficient to meet our debt obligations and commitments. Any insufficiency could negatively impact our business. A range of economic, competitive, business and industry factors will affect our future financial performance, and, as a result, our ability to generate cash flow from operations and to pay our debt. Many of these factors, such as oil and natural gas prices, economic and financial conditions in our industry and the global economy or competitive initiatives of our competitors, are beyond our control.

If we do not generate enough cash flow from operations to satisfy our debt obligations, we may have to undertake alternative financing plans, such as:

- refinancing or restructuring our debt;
- selling assets;
- reducing or delaying capital investments; or
- seeking to raise additional capital.

However, we cannot assure you that undertaking alternative financing plans, if necessary, would allow us to meet our debt obligations. Our inability to generate sufficient cash flow to satisfy our debt obligations, or to obtain alternative financing, could materially and adversely affect our business, financial condition, results of operations and prospects.

***Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.***

Borrowings under our revolving credit facility bear interest at variable rates and expose us to interest rate risk. If interest rates increase and we are unable to effectively hedge our interest rate risk, our debt service obligations on the variable rate indebtedness would increase even if the amount borrowed remained the same, and our net income and cash available for servicing our indebtedness would decrease. A 1% increase in interest rates on the debt outstanding under our revolving credit facility as of December 31, 2012 would cost us approximately \$1.2 million in additional annual interest expense.

***Despite our current level of indebtedness, we may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial indebtedness.***

We may be able to incur substantial additional indebtedness in the future, subject to certain limitations, including under our revolving credit facility and under any future debt agreements. If new debt is added to our current debt levels, the related risks that we now face could increase. Our level of indebtedness could, for instance, prevent us from engaging in transactions that might otherwise be beneficial to us or from making desirable capital expenditures. This could put us at a competitive disadvantage relative to other less leveraged competitors that have more cash flow to devote to their operations. In addition, the incurrence of additional indebtedness could make it more difficult to satisfy our existing financial obligations.

**Item 1B. Unresolved Staff Comments**

None.

**Item 2. Properties****Leasehold Properties**

As of December 31, 2012, our principal assets included approximately 179,131 net acres located in the northern region of the United States. Net acreage represents our percentage ownership of gross acreage. The following table summarizes our estimated gross and net developed and undeveloped acreage by state at December 31, 2012.

	<b>Developed Acreage</b>		<b>Undeveloped Acreage</b>		<b>Total Acreage</b>	
	<b>Gross</b>	<b>Net</b>	<b>Gross</b>	<b>Net</b>	<b>Gross</b>	<b>Net</b>
North Dakota:						
Mountrail County	109,647	24,616	36,306	9,492	145,953	34,107
Dunn County	47,534	10,467	37,754	16,595	85,247	27,062
McKenzie County	47,588	12,694	38,134	10,308	85,722	23,002
Divide County	42,147	12,816	10,052	5,158	52,199	17,974
Williams County	45,755	12,472	20,395	4,906	66,150	17,378
Other	52,048	9,375	62,956	9,591	115,006	18,967
North Dakota	344,719	82,440	205,597	56,050	550,277	138,490
Montana	28,043	7,337	100,946	33,304	128,358	40,641
Total:	372,762	89,777	306,543	89,354	678,635	179,131

At 2012 year end, approximately 50% of our total acreage was developed. In addition, approximately 64% of our total acreage position was either developed, held by production, held by operations or permitted as of December 31, 2012. All of our proved reserves are located in North Dakota and Montana.

**Recent Acreage Acquisitions**

In 2012, we acquired leasehold interests covering an aggregate of approximately 17,590 net acres in our key prospect areas, for an average cost of \$1,788 per net acre. In addition, we earned approximately 6,450 net acres through farm-in arrangements during 2012.

We generally assess acreage subject to near-term drilling activities on a lease-by-lease basis because we believe each lease's contribution to a subject spacing unit is best assessed on that basis if development timing is sufficiently clear. Consistent with that approach, the majority of our acreage acquisitions involve properties that are "hand-picked" by us on a lease-by-lease basis for their contribution to a well expected to be spud in the near future, and the subject leases are then aggregated to complete one single closing with the transferor. As such, we generally view each acreage assignment from brokers, landmen and other parties as involving several separate acquisitions combined into one closing with the common transferor for convenience. However, in certain instances an acquisition may involve a larger number of leases presented by the transferors as a single package without negotiation on a lease-by-lease basis. In those instances, we still review each lease on a lease-by-lease basis to ensure that the package as a whole meets our acquisition criteria and drilling expectations.

## Acreage Expirations

As a non-operator, we are subject to lease expirations if an operator does not commence the development of operations within the agreed terms of our leases. All of our leases for undeveloped acreage summarized in the table below will expire at the end of their respective primary terms, unless we renew the existing leases, establish commercial production from the acreage or some other “savings clause” is exercised. In addition, our leases typically provide that the lease does not expire at the end of the primary term if drilling operations have been commenced. While we generally expect to establish production from most of our acreage prior to expiration of the applicable lease terms, there can be no guarantee we can do so. The approximate expiration of our gross and net acres which are subject to expire between 2013 and 2017 and thereafter, are set forth below:

Year Ended	Acreage Subject to Expiration	
	Gross	Net
December 31, 2013	66,135	20,915
December 31, 2014	74,629	26,364
December 31, 2015	100,117	22,744
December 31, 2016	13,142	7,908
December 31, 2017 and thereafter	4,887	2,144
Total	<b>258,909</b>	<b>80,075</b>

During 2012, we had leases expire in Montana, New York and North Dakota covering approximately 14,272 net acres, of which approximately 12,991 net acres were prospective for the Bakken and Three Forks Formations in Montana and North Dakota. The 2012 lease expirations carried a \$7.1 million cost that was transferred to the costs subject to depletion. We believe that the expired acreage was not material to our capital deployed in these prospects. We do not consider the expiration of acreage during 2012 to be material.

## Unproved Properties

All properties that are not classified as proved properties are considered unproved properties and, thus, the costs associated with such properties are not subject to depletion. Once a property is classified as proved, all associated acreage and drilling costs are subject to depletion.

We historically have acquired our properties by purchasing individual or small groups of leases directly from mineral owners or from landmen or lease brokers, which leases generally have not been subject to specified drilling projects, and by purchasing lease packages in identified project areas controlled by specific operators. We generally participate in drilling activities on a proportionate basis by electing whether to participate in each well on a well-by-well basis at the time wells are proposed for drilling, with the exception of three defined drilling projects with Slawson.

As of December 31, 2012, we were participating in three defined drilling projects with Slawson covering approximately 19,467 net acres. The Windsor project area includes approximately 2,063 net acres, primarily located in Mountrail and surrounding counties of North Dakota. The South West Big Sky project includes approximately 5,449 total net acres in Richland County, Montana. The Lambert project includes approximately 11,955 total net acres in Richland and Dawson Counties, Montana.

We believe that the majority of our unproved costs will become subject to depletion within the next five years by proving up reserves relating to its acreage through exploration and development activities, by impairing the acreage that will expire before we can explore or develop it further or by determining that further exploration and development activity will not occur. The timing by which all other properties will become subject to depletion will be dependent upon the timing of future drilling activities and delineation of our reserves.

## Production History

The following table presents information about our produced oil and natural gas volumes during the year ended December 31, 2012, 2011 and 2010. As of December 31, 2012, we were selling oil and natural gas from a total of 1,227 gross (106.2 net) wells. As of December 31, 2011, we were selling oil and natural gas from a total of 664 gross (57.9 net) wells. As of December 31, 2010, we were selling oil and natural gas from a total of 311 gross (26.0 net) wells. All of the foregoing wells were located within the Williston Basin. All data presented below is derived from accrued revenue and production volumes for the relevant period indicated.



	Year Ended December 31,		
	2012	2011	2010
<b>Net Production:</b>			
Oil (Bbl)	3,465,311	1,791,979	849,845
Natural Gas and NGLs (Mcf)	1,768,872	800,207	234,411
Barrels of Oil Equivalent (Boe)	3,760,123	1,925,347	888,914
<b>Average Sales Prices:</b>			
Oil (per Bbl)	\$ 83.22	\$ 86.01	\$ 68.27
Effect of Loss on Settled Derivatives on Average Price (per Bbl)	(0.11)	(7.48)	(0.55)
Oil Net of Settled Derivatives (per Bbl)	83.11	78.53	67.72
Natural Gas and NGLs (per Mcf)	4.67	6.63	6.26
Realized Price on a Boe Basis Including All Realized Derivative Settlements	78.79	75.85	66.39
<b>Average Costs:</b>			
Production Expenses (per Boe)	\$ 8.61	\$ 6.77	\$ 3.70

### Depletion of Oil and Natural Gas Properties

Our depletion expense is driven by many factors including certain exploration costs involved in the development of producing reserves, production levels and estimates of proved reserve quantities and future developmental costs. The following table presents our depletion expenses during 2012, 2011 and 2010.

	Year Ended December 31,		
	2012	2011	2010
Depletion of Oil and Natural Gas Properties	\$ 98,427,159	\$ 40,815,426	\$ 16,884,563
Depletion Expense (per Boe)	\$ 26.18	\$ 21.20	\$ 18.99

### Drilling and Development Activity

The following table sets forth the number of gross and net productive and non-productive wells for all of our drilling and development activity in the years ended December 31, 2012, 2011 and 2010. The following table does not include wells that were awaiting completion, in the process of completion or awaiting flowback subsequent to fracture stimulation. We have not participated in any wells solely targeting natural gas reserves. We have classified all wells drilled to-date targeting the Bakken and Three Forks formations as development wells. As of December 31, 2012, we have had 100% success rate in our North Dakota and Montana Bakken and Three Forks wells.

	Year Ended December 31,					
	2012		2011		2010	
	Gross	Net	Gross	Net	Gross	Net
<b>Exploratory Wells:</b>						
Oil	–	–	1	–	2	0.4
Natural Gas	–	–	–	–	–	–
Non-Productive	–	–	1	0.3	–	–
<b>Development Wells:</b>						
Oil	563	48.3	353	32.3	168	16.4
Natural Gas	–	–	–	–	–	–
Non-Productive	–	–	–	–	–	–
<b>Total Productive Exploratory and Development Wells</b>	<b>563</b>	<b>48.3</b>	<b>354</b>	<b>32.3</b>	<b>170</b>	<b>16.8</b>

The following table summarizes our cumulative gross and net productive oil wells by state at each of December 31, 2012, 2011 and 2010.

	At December 31,					
	2012		2011		2010	
	Gross	Net	Gross	Net	Gross	Net
North Dakota	1,173	97.9	642	54.4	300	23.9
Montana	54	8.3	22	3.5	11	2.1
<b>Total</b>	<b>1,227</b>	<b>106.2</b>	<b>664</b>	<b>57.9</b>	<b>311</b>	<b>26.0</b>

## Research and Development

We do not anticipate performing any significant research and development under our plan of operation.

## Proved Reserves

We recently completed our most current reservoir engineering calculation as of December 31, 2012.

Based on the results of our December 31, 2012 reserve analysis, our proved reserves increased approximately 44% during 2012 primarily as a result of increased drilling activity involving our acreage and our acquisition of acreage subject to specific drilling projects or included in permitted or drilling spacing units. We incurred approximately \$485 million of capital expenditures for drilling activities and \$37 million for acreage acquisitions and other acreage related costs during the year ended December 31, 2012, all of which directly contributed to the increase in our proved developed reserves. No other expenditures materially contributed to the development of proved developed reserves in 2012. Our proved undeveloped reserves increased by approximately 20% during 2012 primarily as a result of drilling activity and our acquisitions of acreage. Based on our independent reservoir engineering firm's calculation of proved undeveloped reserves as of December 31, 2011, approximately 24% of our proved undeveloped reserves were converted to proved developed reserves during 2012. Our development drilling program includes the drilling of approximately 87.9 proven undeveloped net wells before the end of 2015 at an estimated cost of \$741 million. Our development plan for drilling proved undeveloped wells calls for the drilling of 26.9 net wells during 2013, 41.4 net wells during 2014 and 19.6 net wells during 2015, for a total of 87.9 net wells. During 2012, our progress toward converting proved undeveloped reserves to proved developed reserves included the drilling and completion of 23.6 net undeveloped wells at a total estimated net capital cost of \$195.7 million. We expect that our proved undeveloped reserves will continue to be converted to proved developed producing reserves as additional wells are drilled including our acreage. All locations comprising our remaining proved undeveloped reserves are forecast to be drilled within five years from initially being recorded in accordance with our adopted development plan.

A reconciliation of the change in proved undeveloped reserves during 2012 is as follows:

	<b>MMBoe</b>
Estimated Proved Undeveloped Reserves at 12-31-2011	31.1
PUD's converted to PDP's during 2012	(7.6)
Additional PUD's added during 2012	15.3
Revisions of previous estimates	(1.4)
Estimated Proved Undeveloped reserves at 12-31-2012	37.4

Preparation of our reserve report is outlined in our Sarbanes-Oxley Act Section 404 internal control procedures. Our procedures require that our reserve report be prepared by a third-party registered independent engineering firm at the end of every year based on information we provide to such engineer. We utilize historical production and expense data for our wells, calculate historical differentials, validate working interests and net revenue interests, and obtain updated authorizations for expenditure ("AFEs") from our operations department. This data is forwarded to our third-party engineering firm for review and calculation. Our Chief Executive Officer provides a final review of our reserve report and the assumptions relied upon in such report.

We have utilized Ryder Scott Company, LP ("Ryder Scott"), an independent reservoir engineering firm, as our third-party engineering firm. The selection of Ryder Scott is approved by our Audit Committee. Ryder Scott is one of the largest reservoir-evaluation consulting firms and evaluates oil and natural gas properties and independently certifies petroleum reserves quantities for various clients throughout the United States and internationally. Ryder Scott has substantial experience calculating the reserves of various other companies with operations targeting the Bakken and Three Forks formations and, as such, we believe Ryder Scott has sufficient experience to appropriately determine our reserves. Ryder Scott utilizes proprietary technology, systems and data to calculate our reserves commensurate with this experience.

We employ an internal reserve engineer who is responsible for overseeing the preparation of our reserves estimates. Our internal reserve engineer possesses a B.S. in chemical and petroleum engineering from the University of Pittsburgh and has ten years of oil and gas experience on the reservoir side. He has worked for large independents and financial firms on projects and acquisitions, both domestic and international. The proved reserves tables below summarize our estimated proved reserves as of December 31, 2012, based upon reports prepared by Ryder Scott. The reports of our estimated proved reserves in their entirety are based on the information we provide to them. Ryder Scott is a Texas Registered Engineering Firm (F-1580). Our primary contact at Ryder Scott is James L. Baird, Managing Senior Vice President. Mr. Baird is a State of Colorado Licensed Professional Engineer (License #41521).

In accordance with applicable requirements of the SEC, estimates of our net proved reserves and future net revenues are made using average prices at the beginning of each month in the 12-month period prior to the date of such reserve estimates and are held constant throughout the life of the properties (except to the extent a contract specifically provides for escalation).

The reserves set forth in the Ryder Scott report for the properties are estimated by performance methods or analogy. In general, reserves attributable to producing wells and/or reservoirs are estimated by performance methods such as decline curve analysis which utilizes extrapolations of historical production data. Reserves attributable to non-producing and undeveloped reserves included in our report are estimated by analogy. The estimates of the reserves, future production, and income attributable to properties are prepared using the economic software package Aries for Windows, a copyrighted program of Halliburton.

To estimate economically recoverable oil and natural gas reserves and related future net cash flows, we consider many factors and assumptions including, but not limited to, the use of reservoir parameters derived from geological, geophysical and engineering data which cannot be measured directly, economic criteria based on current costs and SEC pricing requirements, and forecasts of future of production rates. Under the SEC regulations 210.4-10(a)(22)(v) and (26), proved reserves must be demonstrated to be economically producible based on existing economic conditions including the prices and costs at which economic producibility from a reservoir is to be determined as of the effective date of the report. With respect to the property interests we own, production and well tests from examined wells, normal direct costs of operating the wells or leases, other costs such as transportation and/or processing fees, production taxes, recompletion and development costs and product prices are based on the SEC regulations, geological maps, well logs, core analyses, and pressure measurements.

The reserve data set forth in the Ryder Scott report represents only estimates, and should not be construed as being exact quantities. They may or may not be actually recovered, and if recovered, the actual revenues and costs could be more or less than the estimated amounts. Moreover, estimates of reserves may increase or decrease as a result of future operations.

Reservoir engineering is a subjective process of estimating underground accumulations of oil and natural gas that cannot be measured in an exact manner. There are numerous uncertainties inherent in estimating oil and natural gas reserves and their estimated values, including many factors beyond our control. The accuracy of any reserve estimate is a function of the quality of available data and of engineering and geologic interpretation and judgment. As a result, estimates of different engineers, including those used by us, may vary. In addition, estimates of reserves are subject to revision based upon actual production, results of future development and exploration activities, prevailing oil and natural gas prices, operating costs and other factors. The revisions may be material. Accordingly, reserve estimates are often different from the quantities of oil and natural gas that are ultimately recovered and are highly dependent upon the accuracy of the assumptions upon which they are based. Our estimated net proved reserves, included in our SEC filings, have not been filed with or included in reports to any other federal agency. See “Item 1A. Risk Factors – Our estimated reserves are based on many assumptions that may prove to be inaccurate. Any material inaccuracies in these reserve estimates or underlying assumptions will materially affect the quantities and present value of our reserves.”

Ryder Scott prepared our reserve report valuing our proved reserves at December 31, 2012. The report values only our proved reserves and does not value our probable reserves or our possible reserves. The following table sets forth our estimated proved reserves based on the SEC rules as defined in Rule 4.10(a) of Regulation S-X and Item 1200 of Regulation S-K (“SEC Pricing Proved Reserves”).

**SEC Pricing Proved Reserves** <sup>(1)</sup>

	<b>Oil (MBbl)</b>	<b>Natural Gas (MMcf)</b>	<b>Total (MBoe)</b> <sup>(2)</sup>	<b>Pre-Tax PV10% Value \$M</b> <sup>(3)</sup>
PDP Properties	23,679	15,014	26,181	\$ 795,669
PDNP Properties	3,667	2,336	4,056	42,833
PUD Properties	33,368	23,928	37,356	448,904
Total Proved Properties:	<u>60,714</u>	<u>41,278</u>	<u>67,594</u>	<u>\$ 1,287,406</u>

- (1) The SEC Pricing Proved Reserves table above values oil and natural gas reserve quantities and related discounted future net cash flows as of December 31, 2012 assuming constant realized prices of \$84.92 per barrel of oil and \$4.78 per Mcf of natural gas, which includes an uplift factor of 1.7 to reflect liquids and condensates (natural gas liquids are included with natural gas). Under SEC guidelines, these prices represent the average prices per barrel of oil and per Mcf of natural gas at the beginning of each month in the 12-month period prior to the end of the reporting period, which averages are then adjusted to reflect applicable transportation and quality differentials.
- (2) Boe are computed based on a conversion ratio of one Boe for each barrel of oil and one Boe for every 6,000 cubic feet (i.e., 6 Mcf) of natural gas.
- (3) Pre-tax PV10% may be considered a non-GAAP financial measure as defined by the SEC and is derived from the standardized measure of discounted future net cash flows, which is the most directly comparable GAAP measure. Pre-tax PV10% is computed on the same basis as the standardized measure of discounted future net cash flows but without deducting future income taxes. We believe Pre-tax PV10% is a useful measure for investors for evaluating the relative monetary significance of our oil and natural gas properties. We further believe investors may utilize our Pre-tax PV10% as a basis for comparison of the relative size and value of our reserves to other companies because many factors that are unique to each individual company impact the amount of future income taxes to be paid. Our management uses this measure when assessing the potential return on investment related to our oil and natural gas properties and acquisitions. However, Pre-tax PV10% is not a substitute for the standardized measure of discounted future net cash flows. Our Pre-tax PV10% and the standardized measure of discounted future net cash flows do not purport to present the fair value of our oil and natural gas reserves.

The table above assumes prices and costs discounted using an annual discount rate of 10% without future escalation, without giving effect to non-property related expenses such as general and administrative expenses, debt service and depreciation, depletion and amortization, or federal income taxes.

The “Pre-tax PV10%” values of our proved reserves presented in the foregoing table may be considered a non-GAAP financial measure as defined by the SEC. The following table reconciles the pre-tax PV10% value of our SEC Pricing Proved Reserves to the standardized measure of discounted future net cash flows.

**SEC Pricing Proved Reserves**  
(in thousands)

**Standardized Measure Reconciliation**

Pre-tax Present Value of estimated future net revenues (Pre-tax PV10%)	\$ 1,287,406
Future income taxes, discounted at 10%	246,051
Standardized measure of discounted future net cash flows	<u>\$ 1,041,355</u>

Uncertainties are inherent in estimating quantities of proved reserves, including many risk factors beyond our control. Reserve engineering is a subjective process of estimating subsurface accumulations of oil and natural gas that cannot be measured in an exact manner. As a result, estimates of proved reserves may vary depending upon the engineer valuing the reserves. Further, our actual realized price for our oil and natural gas is not likely to average the pricing parameters used to calculate our proved reserves. As such, the oil and natural gas quantities and the value of those commodities ultimately recovered from our properties will vary from reserve estimates.

Additional discussion of our proved reserves is set forth under the heading “Supplemental Oil and Gas Information” to our financial statements included later in this report.

**Delivery Commitments**

We do not currently have any delivery commitments for product obtained from our wells.

**Item 3. Legal Proceedings**

Our company is subject from time to time to litigation claims and governmental and regulatory proceedings arising in the ordinary course of business.

**Item 4. Mine Safety Disclosures**

None.

**Executive Officers of the Registrant**

Our executive officers, their ages and offices held, as of February 28, 2013 are as follows:

<b>Name</b>	<b>Age</b>	<b>Positions</b>
Michael L. Reger	36	Chairman, Chief Executive Officer and Director
Thomas W. Stoelk	57	Chief Financial Officer
Brandon R. Elliott	41	Executive Vice President, Corporate Development and Strategy
Erik J. Romslo	35	Executive Vice President, General Counsel and Secretary

*Michael L. Reger* is a founder of our predecessor, Northern Oil and Gas, Inc., and has served as Chairman of the Board and Chief Executive Officer of our company since March 2007. Mr. Reger has been involved in the acquisition of oil and gas mineral rights for his entire career. Mr. Reger began working the oil and gas leasing business for his family’s company, Reger Oil, in 1992 and worked as an oil and gas landman for Reger Oil from 1992 until co-founding Northern in 2006. Mr. Reger holds a B.A. in Finance and an M.B.A. in finance/management from the University of St. Thomas in St. Paul, Minnesota. The Reger family has a history of acreage acquisition in the Williston Basin dating to 1952.

*Thomas W. Stoelk* has served as our Chief Financial Officer since December 2011. Prior to joining our company, Mr. Stoelk served as the Vice President of Finance and Chief Financial Officer at Superior Well Services, Inc. from 2005 to 2011. Prior to Superior Well Services, Inc., Mr. Stoelk served as the Chief Financial Officer of Great Lakes Energy Partners, LLC from 1999 to 2005 and the Senior Vice President of Finance and Administration for Range Resources Corporation from 1994 to 1999. Prior to his employment with Range Resources Corporation, Mr. Stoelk was a senior manager at Ernst & Young LLP and worked as a certified public accountant in their auditing practice. Mr. Stoelk holds a BS in Industrial Administration from Iowa State University.

*Brandon R. Elliott* has served as our Executive Vice President, Corporate Development and Strategy since January 2013. Prior to joining our company, Mr. Elliott served as Vice President of Investor Relations of CONSOL Energy Inc., a Fortune 500 coal and natural gas company, from 2010 until 2012. Prior to CONSOL, Mr. Elliott worked from 2000 until 2010 at Friess Associates LLC, managers of The Brandywine Funds, most recently as a portfolio manager. Mr. Elliott holds a bachelor's degree from Dartmouth College, is a Chartered Financial Analyst (CFA) and is a member of the National Investor Relations Institute.

*Erik J. Romslo* has served as our General Counsel and Secretary since October 2011 and as an Executive Vice President since January 2013. Prior to joining our company, Mr. Romslo practiced law in the Minneapolis office of our outside counsel, Faegre & Benson LLP, from 2005 until 2011, where he was a member of the Corporate group. Prior to joining Faegre, Mr. Romslo practiced law in the New York City office of Fried, Frank, Harris, Shriver & Jacobson LLP. Mr. Romslo holds a bachelor's degree from St. Olaf College and a law degree from the New York University School of Law.

## PART II

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

#### Market Information

Our common stock trades on the NYSE MKT under the symbol "NOG." The high and low sales prices for shares of common stock of our company for each quarter during 2011 and 2012 are set forth below.

	Sales Price	
	High	Low
<b>Fiscal Year Ended December 31, 2011</b>		
First Quarter	\$ 33.98	\$ 23.50
Second Quarter	27.25	16.63
Third Quarter	25.01	13.25
Fourth Quarter	27.70	16.50
<b>Fiscal Year Ended December 31, 2012</b>		
First Quarter	\$ 28.00	\$ 20.04
Second Quarter	21.40	14.94
Third Quarter	19.70	14.40
Fourth Quarter	17.88	13.73

The closing price for our common stock on the NYSE MKT on February 22, 2013 was \$14.13 per share.

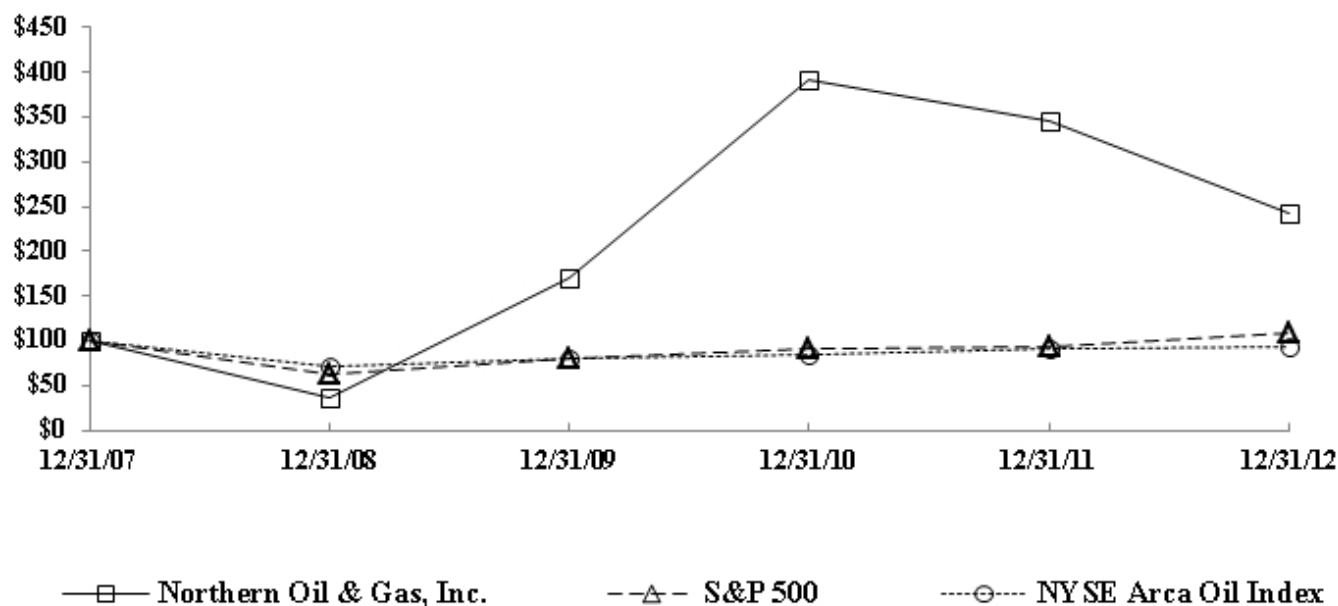
#### Comparison Chart

The following information in this Item 5 of this Annual Report on Form 10-K is not deemed to be "soliciting material" or to be "filed" with the SEC or subject to Regulation 14A or 14C under the Securities Exchange Act of 1934 or to the liabilities of Section 18 of the Securities Exchange Act of 1934, and will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except to the extent we specifically incorporate it by reference into such a filing.

The following graph compares the 60-month cumulative total shareholder returns since December 31, 2007 of Northern Oil and Gas, Inc., and the cumulative total returns of Standard & Poor's Composite 500 Index and the NYSE Arca Oil Index (formerly the AMEX Oil Index) for the same period. This graph assumes \$100 was invested in the stock or the Index on December 31, 2007 and also assumes the reinvestment of dividends.

## COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN\*

Among Northern Oil & Gas, Inc., the S&P 500 Index, and NYSE Arca Oil Index



\*\$100 invested on 12/31/07 in stock or index, including reinvestment of dividends.  
Fiscal year ending December 31.

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\* The following table sets forth the total returns utilized to generate the foregoing graph.

	12/31/07	12/31/08	12/31/09	12/31/10	12/31/11	12/31/12
Northern Oil & Gas, Inc.	\$ 100.00	\$ 37.41	\$ 170.36	\$ 391.51	\$ 345.04	\$ 242.01
S&P 500	100.00	63.00	79.67	91.67	93.61	108.59
NYSE Arca Oil Index	100.00	70.99	80.27	85.04	90.76	92.55

### Holders

As of February 22, 2013, we had 63,630,990 shares of our common stock outstanding, held by approximately 356 shareholders of record. The number of record holders does not necessarily bear any relationship to the number of beneficial owners of our common stock.

### Dividends

The payment of dividends is subject to the discretion of our Board of Directors and will depend, among other things, upon our earnings, our capital requirements, our financial condition, and other relevant factors. We have not paid or declared any dividends upon our common stock since our inception and do not presently anticipate paying any dividends upon our common stock in the foreseeable future. Under our revolving credit facility, we are prohibited from paying cash dividends on our common stock. Any cash dividends in the future to common shareholders will be payable when, as and if declared by our Board of Directors based upon the Board's assessment of:

- our financial condition and performance;
- earnings;
- need for funds;
- capital requirements;
- prior claims of preferred stock to the extent issued and outstanding; and
- other factors, including income tax consequences, contractual restrictions and any applicable laws.

There can be no assurance, therefore, that any dividends on the common stock will ever be paid.

### Recent Sales of Unregistered Securities

None.

### Issuer Purchases of Equity Securities

The table below sets forth the information with respect to purchases made by or on behalf of the company, or any “affiliated purchaser” (as defined in Rule 10b-18(a)(3) under the Securities Exchange Act of 1934), of our common stock during the quarter ended December 31, 2012.

Period	Total Number of Shares Purchased <sup>(1)</sup>	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publically Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs <sup>(2)</sup>
Month #1				
October 1, 2012 to October 31, 2012	15,215	\$ 16.44	-	\$ 150 million
Month #2				
November 1, 2012 to November 30, 2012	-	-	-	150 million
Month #3				
December 1, 2012 to December 31, 2012	7,773	15.79	-	150 million
Total	<u>22,988</u>	<u>\$ 16.22</u>	<u>-</u>	<u>\$ 150 million</u>

(1) All shares purchased reflect shares surrendered by company employees in satisfaction of tax obligations in connection with restricted stock awards.

(2) In May 2011, our board of directors approved a stock repurchase program to acquire up to \$150 million shares of our company’s outstanding common stock. We have not made any repurchases under this program to date.



**Item 6. Selected Financial Data**

	Fiscal Years				
	2012	2011	2010	2009	2008
(in thousands, except share and per common share data)					
<b>Statements of Income Information:</b>					
Revenues					
Oil and Gas Sales	\$ 296,638	\$ 159,440	\$ 59,488	\$ 15,172	\$ 3,543
(Loss) Gain on Settled Derivatives	(391)	(13,408)	(470)	(625)	779
Unrealized Gain (Loss) on Derivative Instruments	15,147	3,072	(14,545)	(363)	–
Other Revenue	179	285	86	38	–
Total Revenues	<u>311,573</u>	<u>149,389</u>	<u>44,559</u>	<u>14,222</u>	<u>4,322</u>
Operating Expenses					
Production Expenses	32,382	13,044	3,288	755	71
Production Taxes	28,486	14,301	5,478	1,300	204
General and Administrative Expense	22,645	13,625	7,204	3,686	2,091
Depletion Oil and Gas Properties	98,427	40,815	16,885	4,251	678
Depreciation and Amortization	410	298	177	92	67
Accretion of Discount on Asset Retirement Obligations	86	56	22	8	1
Total Expenses	<u>182,436</u>	<u>82,139</u>	<u>33,054</u>	<u>10,092</u>	<u>3,112</u>
Income from Operations	<u>129,137</u>	<u>67,250</u>	<u>11,505</u>	<u>4,130</u>	<u>1,210</u>
Other Income	24	–	–	479	–
Interest Expense	(13,875)	(586)	(583)	(535)	(28)
Interest Income	1	568	473	192	287
Gain (Loss) on Available for Sale Securities	–	215	(59)	–	125
Total Other Income (Expense)	<u>(13,850)</u>	<u>197</u>	<u>(169)</u>	<u>136</u>	<u>384</u>
Income Before Income Taxes	115,287	67,447	11,336	4,266	1,594
Income Tax Provision (Benefit)	<u>43,002</u>	<u>26,835</u>	<u>4,419</u>	<u>1,466</u>	<u>(830)</u>
Net Income	<u>\$ 72,285</u>	<u>\$ 40,612</u>	<u>\$ 6,917</u>	<u>\$ 2,800</u>	<u>\$ 2,424</u>
Net Income Per Common Share – Basic	<u>\$ 1.16</u>	<u>\$ 0.66</u>	<u>\$ 0.14</u>	<u>\$ 0.08</u>	<u>\$ 0.08</u>
Net Income Per Common Share – Diluted	<u>\$ 1.15</u>	<u>\$ 0.65</u>	<u>\$ 0.14</u>	<u>\$ 0.08</u>	<u>\$ 0.07</u>
Weighted Average Shares Outstanding – Basic	<u>62,485,836</u>	<u>61,789,289</u>	<u>50,387,203</u>	<u>36,705,267</u>	<u>31,920,747</u>
Weighted Average Shares Outstanding – Diluted	<u>62,869,079</u>	<u>62,195,340</u>	<u>50,778,245</u>	<u>36,877,070</u>	<u>32,653,552</u>
<b>Statement of Cashflow Information:</b>					
Net Cash Provided By Operating Activities	\$ 198,527	\$ 85,150	\$ 73,307	\$ 9,813	\$ 2,506
Net Cash Used For Investing Activities	\$ (532,172)	\$ (300,868)	\$ (207,893)	\$ (71,849)	\$ (40,358)
Net Cash Provided By Financing Activities	\$ 340,754	\$ 69,887	\$ 280,464	\$ 67,488	\$ 28,520
<b>Balance Sheet Information:</b>					
Assets:					
Cash and Cash Equivalents	\$ 13,388	\$ 6,280	\$ 152,111	\$ 6,233	\$ 781
Total Current Assets	94,215	80,505	233,018	42,018	5,150
Property and Equipment, net	1,083,245	643,703	275,308	92,150	46,291
Total Assets	1,190,935	725,594	509,694	135,595	54,520
Liabilities:					
Total Current Liabilities	100,457	119,661	59,667	8,910	4,874
Revolving Line of Credit	124,000	69,900	–	–	–
8% Senior Notes Due 2020	300,000	–	–	–	–
Total Liabilities	604,750	229,024	74,334	12,036	4,991
Total Shareholders' Equity	586,185	496,570	435,360	123,559	49,529



## **Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

The following discussion should be read in conjunction with the "Selected Financial Data" in Item 6 and the Financial Statements and Accompanying Notes appearing elsewhere in this report.

### **Overview of 2012 Results**

During 2012, we achieved the following financial and operating results:

- Increased total production by 95% compared to 2011;
- Increased total estimated proved reserves to 67.6 million Boe as of December 31, 2012, an increase of 44% compared to 2011 year-end;
- Participated in the completion of 563 gross (48.3 net) wells, with a 100% success rate in the Bakken and Three Forks plays;
- Continued to high-grade and grow our leasehold position to 179,131 net acres with approximately 64% of our total acreage position either developed, held by production, held by operations or permitted as of December 31, 2012; and
- Ended the year with \$13 million in cash and, including availability under our revolving credit facility, liquidity of approximately \$240 million.

Operationally, our 2012 performance reflects another year of successfully executing our strategy of developing our acreage position and building a long-life reserve base. Our success enabled us to increase proved reserves by 20.8 million Boe, which is approximately 5.5 times our 2012 production. During 2012, production increased 95 % to 3.8 million Boe as compared to 2011 production of 1.9 million Boe. The increase in 2012 production was driven by an 83 % increase in producing net wells from 57.9 net wells at December 31, 2011 to 106.2 net wells at December 31, 2012.

Total revenues increased 109 % in 2012 compared to 2011. This increase was due to higher production and a \$15.1 million non-cash gain from mark-to-market of derivative instruments. Average realized prices on a Boe basis (including all realized derivative settlements) were 4 % higher in 2012 compared to 2011. As discussed elsewhere in this report, significant changes in oil and natural gas prices can have a material impact on our results of operations and our balance sheet, including the fair value of our derivatives.

### **Source of Our Revenues**

We derive our revenues from the sale of oil, natural gas and NGLs produced from our properties. Revenues are a function of the volume produced, the prevailing market price at the time of sale, oil quality, Btu content and transportation costs to market. We use derivative instruments to hedge future sales prices on a substantial, but varying, portion of our oil production. We expect our derivative activities will help us achieve more predictable cash flows and reduce our exposure to downward price fluctuations. The use of derivative instruments has in the past, and may in the future, prevent us from realizing the full benefit of upward price movements but also mitigates the effects of declining price movements. Our average realized price calculations include the effects of the settlement of all derivative contracts regardless of the accounting treatment.

## Principal Components of Our Cost Structure

- *Oil price differentials* . The price differential between our Williston Basin well head price and the NYMEX WTI benchmark price is driven by the additional cost to transport oil from the Williston Basin via train, barge, pipeline or truck to refineries.
- *Unrealized gain (loss) on derivative instruments*. We utilize commodity derivative financial instruments to reduce our exposure to fluctuations in the price of oil. This account activity represents the recognition of gains and losses associated with our outstanding derivative contracts as commodity prices and commodity derivative contracts change on contracts that have not been designated for hedge accounting.
- *Realized gain (loss) on derivative instruments*. This account activity represents our realized gains and losses on the settlement of commodity derivative instruments.
- *Production expenses*. Production expenses are daily costs incurred to bring oil and natural gas out of the ground and to the market, together with the daily costs incurred to maintain our producing properties. Such costs also include field personnel compensation, salt water disposal, utilities, maintenance, repairs and servicing expenses related to our oil and natural gas properties.
- *Production taxes*. Production taxes are paid on produced oil and natural gas based on a percentage of revenues from products sold at market prices (not hedged prices) or at fixed rates established by federal, state or local taxing authorities. We seek to take full advantage of all credits and exemptions in our various taxing jurisdictions. In general, the production taxes we pay correlate to the changes in oil and natural gas revenues.
- *Depreciation, depletion and amortization*. Depreciation, depletion and amortization includes the systematic expensing of the capitalized costs incurred to acquire, explore and develop oil and natural gas properties. As a full cost company, we capitalize all costs associated with our development and acquisition efforts and allocate these costs to each unit of production using the units-of-production method.
- *General and administrative expenses*. General and administrative expenses include overhead, including payroll and benefits for our corporate staff, costs of maintaining our headquarters, costs of managing our acquisition and development operations, franchise taxes, audit and other professional fees and legal compliance.
- *Interest expense*. We finance a portion of our working capital requirements, capital expenditures and acquisitions with borrowings. As a result, we incur interest expense that is affected by both fluctuations in interest rates and our financing decisions. We capitalize a portion of the interest paid on applicable borrowings into our full cost pool. We include interest expense that is not capitalized into the full cost pool, the amortization of deferred financing costs (including origination and amendment fees), commitment fees and annual agency fees as interest expense.
- *Income tax expense*. Our provision for taxes includes both federal and state taxes. We record our federal income taxes in accordance with accounting for income taxes under GAAP which results in the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the book carrying amounts and the tax basis of assets and liabilities. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences and carryforwards are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is established to reduce deferred tax assets if it is more likely than not that the related tax benefits will not be realized.

## Selected Factors That Affect Our Operating Results

Our revenues, cash flows from operations and future growth depend substantially upon:

- the timing and success of drilling and production activities by our operating partners;
- the prices and demand for oil, natural gas and NGLs;
- the quantity of oil and natural gas production from the wells in which we participate;
- changes in the fair value of the derivative instruments we use to reduce our exposure to fluctuations in the price of oil;
- our ability to continue to identify and acquire high-quality acreage; and
- the level of our operating expenses.

In addition to the factors that affect companies in our industry generally, the location of our acreage and wells in the Williston Basin subjects our operating results to factors specific to this region. These factors include the potential adverse impact of weather on drilling, production and transportation activities, particularly during the winter months, and the limitations of the developing infrastructure and transportation capacity in this region.

The price of oil in the Williston Basin can vary depending on the market in which it is sold and the means of transportation used to transport the oil to market. Light sweet crude from the Williston Basin has a higher value at many major refining centers because of its higher quality relative to heavier and sour grades of oil; however, because of North Dakota's location relative to traditional oil transport centers, this higher value is generally offset to some extent by higher transportation costs. While rail transportation has historically been more expensive than pipeline transportation, Williston Basin prices have been high enough to justify shipment by rail to markets as far as St. James, Louisiana, which offers prices benchmarked to Brent/LLS. Although pipeline, truck and rail capacity in the Williston Basin has historically lagged production in growth, we believe that additional planned infrastructure growth will help keep price discounts from significantly eroding wellhead values in the region.

The price at which our oil production is sold typically reflects a discount to the NYMEX WTI benchmark price. Thus, our operating results are also affected by changes in the oil price differentials between the NYMEX WTI and the sales prices we receive for our oil production. Higher oil price differentials lowered our oil and gas sales during the first nine months of 2012. Relatively mild weather in North Dakota allowed production throughout the winter ( increasing supply) while some refineries were down for routine maintenance (decreasing demand). This caused oil price differentials to increase for a short period during the first half of 2012, which have subsequently declined due to various rail projects coming online, refineries completing their seasonal maintenance and the reversal of the Seaway pipeline from Cushing, Oklahoma to the Gulf Coast. As the rail capacity continues to increase and planned Seaway pipeline expansions are completed, we believe the oil price differentials will return to historical levels. Our oil price differential to the NYMEX WTI benchmark price during 2012 was \$ 9.79 per barrel, as compared to \$ 6.30 per barrel in 2011.

Another significant factor affecting our operating results is drilling costs. The cost of drilling wells has increased significantly over the past few years as rising oil prices have triggered increased drilling activity in the Williston Basin. Although individual components of the cost can vary depending on numerous factors such as the length of the horizontal lateral, the number of fracture stimulation stages, and the choice of proppant (sand or ceramic), the total cost of drilling and completing an oil well has increased. This increase is largely due to longer horizontal laterals and more fracture stimulation stages, but also higher demand for rigs and completion services throughout the region. In addition, because of the rapid growth in drilling, the availability of well completion services has at times been constrained, resulting at times in a backlog of wells awaiting completion.

## Market Conditions

Prices for various quantities of oil, natural gas, and NGLs that we produce significantly impact our revenues and cash flows. Commodity prices have been volatile in recent years. The following tables list average NYMEX prices for oil and natural gas for the years ended December 31, 2012, 2011 and 2010.

	Year Ended December 31,		
	2012	2011	2010
Average NYMEX prices <sup>(1)</sup>			
Oil (per Bbl)	\$ 94.15	\$ 95.11	\$ 79.61
Natural Gas (per Mcf)	\$ 2.83	\$ 4.03	\$ 4.38

<sup>(1)</sup> Based on average of daily closing prices.

## Results of Operations for 2012, 2011 and 2010

The following table sets forth selected financial and operating data for the periods indicated. Production volumes and average sales prices are derived from accrued accounting data for the relevant period indicated.

	Year Ended December 31,		
	2012	2011	2010
<b>Net Production:</b>			
Oil (Bbl)	3,465,311	1,791,979	849,845
Natural Gas and NGLs (Mcf)	1,768,872	800,207	234,411
Total (Boe) <sup>(1)</sup>	3,760,123	1,925,347	888,914
<b>Net Sales (in thousands):</b>			
Oil Sales	\$ 288,382	\$ 154,133	\$ 58,021
Natural Gas and NGL Sales	8,256	5,307	1,467
Loss on Settled Derivatives	(391)	(13,408)	(470)
Gain (Loss) on Mark-to-Market of Derivative Instruments	15,147	3,072	(14,545)
Other Revenue	179	285	86
Total Revenues	311,573	149,389	44,559
<b>Average Sales Prices:</b>			
Oil (per Bbl)	\$ 83.22	\$ 86.01	\$ 68.27
Effect of Loss on Settled Derivatives on Average Price (per Bbl)	(0.11)	(7.48)	(0.55)
Oil Net of Settled Derivatives (per Bbl)	83.11	78.53	67.72
Natural Gas and NGLs (per Mcf)	4.67	6.63	6.26
Realized price on a Boe basis including all realized derivative settlements <sup>(2)</sup>	78.79	75.85	66.39
<b>Operating Expenses (in thousands):</b>			
Production Expenses	\$ 32,382	\$ 13,044	\$ 3,288
Production Taxes	28,486	14,301	5,478
General and Administrative Expense (Including Non-Cash Stock Based Compensation)	22,645	13,625	7,204
Depletion of Oil and Gas Properties	98,427	40,815	16,885

<sup>(1)</sup> Natural gas and NGLs are converted to Boe at the rate of one barrel equals six Mcf based upon the approximate relative energy content of oil and natural gas, which is not necessarily indicative of the relationship of oil and natural gas prices.

<sup>(2)</sup> Realized prices include realized gains and losses on cash settlements for commodity derivatives.

## *Oil, Natural Gas and NGL Sales, Production and Realized Price Calculations*

Our revenues vary from year to year as a result of changes in realized commodity prices and production volumes. In 2012, oil, natural gas and NGL sales increased 86 % from 2011, driven primarily by a 95 % increase in production and partially aided by a 4 % increase in realized prices taking into account the effect of settled derivatives. In 2011, oil and natural gas sales increased 168% from 2010 due to a 117% increase in production and partially aided by a 14% increase in realized pricing taking into account the effect of settled derivatives.

Our production continues to grow through drilling success as we place new wells into production and through additions from acquisitions, partially offset by the natural decline of our oil and natural gas sales from existing wells. For 2012, our production volumes increased 95 % as compared to 2011. For 2011, our production volumes increased 117% as compared to 2010. The production primarily increased due to the addition of 48.3 and 32.3 net productive wells in 2012 and 2011, respectively. Our production for each of the last three years is set forth in the following table:

	Year Ended		
	2012	2011	2010
<b>Production <sup>(1)</sup></b>			
Oil (Bbl)	3,465,311	1,791,979	849,845
Natural Gas and NGL (Mcf)	1,768,872	800,207	234,411
Total (Boe) <sup>(2)</sup>	3,760,123	1,925,347	888,914
<b>Average Daily Production <sup>(1)</sup></b>			
Oil (Bbl)	9,468	4,910	2,328
Natural Gas and NGL (Mcf)	4,833	2,192	642
Total (Boe) <sup>(2)</sup>	10,274	5,275	2,435

<sup>(1)</sup> Represents volumes sold.

<sup>(2)</sup> Natural gas and NGLs are converted to Boe at the rate of one barrel equals six Mcf based upon the approximate relative energy content of oil and natural gas, which is not necessarily indicative of the relationship of oil and natural gas prices.

## *Derivative Instruments*

We enter into derivative instruments to manage the price risk attributable to future oil production. For 2012, we incurred a loss on settled derivatives of \$0.4 million, compared to \$13.4 million in 2011 and \$0.5 million in 2010. Our average realized price (including all derivative settlements) received during 2012 was \$ 78.79 per Boe compared to \$75.85 per Boe in 2011 and \$66.39 per Boe in 2010. Our average realized price (including all derivative settlements) calculation includes all cash settlements for derivatives.

Mark-to-market derivative gains and losses were gains of \$15.1 million in 2012 compared to a \$3.1 million gain in 2011 and a \$14.5 million loss in 2010. Our derivatives are not designated for hedge accounting and are accounted for using the mark-to-market accounting method whereby gains and losses from changes in the fair value of derivative instruments are recognized immediately into earnings. Mark-to-market accounting treatment creates volatility in our revenues as unrealized gains and losses from derivatives are included in total revenues and are not included in accumulated other comprehensive income in the accompanying balance sheets. As commodity prices increase or decrease, such changes will have an opposite effect on the mark-to-market value of our derivatives. Any gains on our derivatives will be offset by lower wellhead revenues in the future or any losses will be offset by higher future wellhead revenues based on the value at the settlement date. At December 31, 2012, all of our derivative contracts are recorded at their fair value, which was a net asset of \$3.3 million, an increase of \$15.2 million from the \$11.9 million net liability recorded as of December 31, 2011. Our open oil derivative contracts are summarized in “Item 7A. Quantitative and Qualitative Disclosures about Market Risk— Commodity Price Risk.”

### *Production Expenses*

Production expenses were \$32.4 million in 2012 compared to \$13.0 million in 2011 and \$3.3 million in 2010. We experience increases in operating expenses as we add new wells and maintain production from existing properties. On an absolute dollar basis, our spending for production expenses for 2012 was 148% higher when compared to 2011 due to production levels increasing 95%, as well as higher water hauling and disposal costs and higher servicing expenses. Production expenses are generally higher during a well's first year of operations due to higher levels of servicing activities associated with managing production levels during a well's steepest period of decline. Since 44% of our net wells have produced for less than twelve months, we believe the high level of servicing activities will decline as our property base matures. On an absolute dollar basis, our spending for production expenses for 2011 was 297% higher when compared to 2010 due to production levels increasing 117% and higher water hauling and disposal costs and servicing expenses. On a per unit basis, production expenses per Boe increased from \$6.77 per barrel sold in 2011 to \$ 8.61 in 2012. On a per unit basis, production expenses per Boe increased from \$3.70 per barrel sold in 2010 to \$6.77 in 2011.

### *Production Taxes*

We pay production taxes based on realized oil and natural gas sales. These costs were \$28.5 million in 2012 compared to \$14.3 million in 2011 and \$5.5 million in 2010. Our average production tax rates were 9.6%, 9.0% and 9.2% in 2012, 2011 and 2010, respectively. The 2012 average production tax rate was higher than the 2011 average due to well additions that qualified for reduced rates/or tax exemptions during 2011. Certain portions of our production occurs in Montana and North Dakota jurisdictions that have lower initial tax rates for an established period of time or until an established threshold of production is exceeded, after which the tax rates are increased to the standard tax rate. The 2011 average production tax rate was lower than the 2010 average due to the well additions that qualified for reduced rates for tax exemptions during 2011. The majority of our production is located in North Dakota which imposes a standard 11.5% tax on our production revenues except for where properties qualify for reduced rates.

### *General and Administrative Expense*

General and administrative expense was \$22.6 million for 2012 compared to \$13.6 million for 2011 and \$7.2 million in 2010. The 2012 increase of \$9.0 million when compared to 2011 is due to higher base salaries, cash bonuses and benefits (\$1.7 million), increased share based compensation expense (\$1.9 million), increased travel expenses (\$0.2 million) and partially offset by lower office and other administrative expenses (\$0.3 million). Additionally, 2012 general and administrative expenses include \$5.5 million of severance charges in connection with the departures of our former president and former chief operating officer. Our personnel costs continue to increase as we invest in our technical teams and other staffing to support our growth. Share based compensation expense represents the amortization of restricted stock grants granted to our employees and directors as part of compensation as well as fully vested share grants to employees and directors throughout the year. The 2011 increase of \$6.4 million when compared to 2010 is due to higher base salaries and benefits (\$0.9 million), increased share based compensation expense (\$2.6 million), higher legal and professional expenses (\$1.3 million), increased travel expenses (\$0.5 million) and higher office and other administrative expenses due to the addition of more employees (\$1.1 million).

### *Depletion, Depreciation and Amortization*

Depletion, depreciation and amortization ("DD&A") was \$98.9 million in 2012 compared to \$41.2 million in 2011 and \$17.1 million in 2010. Depletion expense, the largest component of DD&A, was \$26.18 per Boe in 2012 compared to \$21.20 per Boe in 2011 and \$18.99 per Boe in 2010. We have historically adjusted our depletion rates in the fourth quarter of each year based on the year end reserve report and other times during the year when circumstances indicate there has been a significant change in reserves or costs. The aggregate increase in depletion expense for 2012 compared to 2011 was driven by a 95% increase in production. Additionally, depletion rates rose in 2012 due to an increase in our future development cost estimates to reflect the changes in well completion methodologies (e.g. more stimulation costs per well due to longer lateral extensions) and increased production expenses. Depletion rates in new plays tend to be higher in the beginning as increased initial outlays are amortized over proved reserves based on early stages of evaluations. As these plays mature, new technologies, well completion methodologies and additional historical operating information impact the reserve evaluations. The increase in depletion expense for 2011 compared to 2010 was driven by a 117% increase in production. Depreciation, amortization and accretion was \$0.5 million in 2012 compared to \$0.4 million in 2011 and \$0.2 million in 2010. The following table summarizes DD&A expense per Boe for 2012, 2011 and 2010:



	Year Ended December 31,				Year Ended December 31,			
	2012	2011	Change	Change	2011	2010	Change	Change
Depletion	\$ 26.18	\$ 21.20	\$ 4.98	23%	\$ 21.20	\$ 18.99	\$ 2.21	12%
Depreciation, amortization, and accretion	0.13	0.18	(0.05)	(28)%	0.18	0.23	(0.05)	(22)%
Total DD&A expense	<u>\$ 26.31</u>	<u>\$ 21.38</u>	<u>\$ 4.93</u>	23%	<u>\$ 21.38</u>	<u>\$ 19.22</u>	<u>\$ 2.16</u>	11%

#### *Interest Expense*

Interest expense was \$13.9 million for 2012 compared to \$0.6 million in 2011. Interest expense was \$0.6 million for 2011 compared to \$0.6 million in 2010. In May 2012, we issued \$300 million of 8% senior unsecured notes. The increase in interest expense for 2012 as compared to 2011 was primarily due to different weighted average debt amounts outstanding between years, as well as the higher interest rate applicable to the senior notes.

#### *Interest Income*

Interest income was \$1,000 for 2012 compared to \$0.6 million in 2011. Interest income for 2012 decreased \$0.6 million as compared to 2011 because of lower levels of cash and short term investments. In 2011, the higher amount of cash and short term investments resulted from the sale of common stock in November 2010. Interest income was \$0.6 million for 2011 compared to \$0.5 million in 2010. Interest income for 2011 increased \$0.1 million as compared to 2010 due to higher levels of cash and short term investments that resulted from the sale of common stock.

#### *Income Tax Provision*

The provision for income taxes was \$43.0 million in 2012 compared to \$26.8 million in 2011 and \$4.4 million in 2010. The effective tax rate in 2012 was 37.3% compared to an effective tax rate of 39.8% in 2011. The effective tax rate was different than the statutory rate of 35% primarily due to state tax rates. The 2011 effective tax rate was 39.8% compared to an effective tax rate in 2010 of 39.0%. Due to higher pre-tax income levels, we increased our federal statutory rate from 34% to 35% in 2011. The effective tax rate was different than the statutory rate of 35% primarily due to state tax rates.

#### *Net Income*

Net income was \$72.3 million in 2012 compared to \$40.6 million in 2011 and \$6.9 million in 2010. The increases in net income were driven by higher production levels and higher average sales prices received during each successive period. Partially offsetting the higher oil and gas revenues were increased production expense, production taxes, general and administrative expenses, depletion expenses, and interest expense in each of the respective periods as described above. Higher net income levels increased diluted net income per common share to \$1.15, \$0.65 and \$0.14 in 2012, 2011 and 2010, respectively.

#### **Non-GAAP Financial Measures**

We define Adjusted Net Income as net income excluding (i) unrealized gain (loss) on derivative instruments, net of tax and (ii) severance expenses in connection with the departures of our former president and former chief operating officer, net of tax. Our Adjusted Net Income for the year ended December 31, 2012, was \$ 66.2 million (representing approximately \$1.05 per diluted share), as compared to \$ 38.8 million (representing approximately \$ 0.62 per diluted share) for the year ended December 31, 2011, and \$15.8 million (representing approximately \$0.31 per diluted share) for the year ended December 31, 2010. These increases in Adjusted Net Income are primarily due to our continued addition of oil and natural gas production from new wells and higher realized commodity prices in 2012 compared to 2011 and in 2011 compared to 2010.

We define Adjusted EBITDA as net income before (i) interest expense, (ii) income taxes, (iii) depreciation, depletion, amortization, and accretion, (iv) unrealized gain (loss) on derivative instruments and (v) non-cash share based compensation expense. Adjusted EBITDA for the year ended December 31, 2012 was \$ 225.3 million, compared to Adjusted EBITDA of \$ 112.3 million for the year ended December 31, 2011 and \$47.1 million for the year ended December 31, 2010. These increases in Adjusted EBITDA are primarily due to our continued addition of oil and natural gas production from new wells and higher realized commodity prices in 2012 compared to 2011 and in 2011 compared to 2010.

We believe the use of these non-GAAP financial measures provides useful information to investors to gain an overall understanding of our current financial performance. Specifically, we believe the non-GAAP financial measures included herein provide useful information to both management and investors by excluding certain expenses and unrealized commodity gains and losses that our management believes are not indicative of our core operating results. In addition, these non-GAAP financial measures are used by management for budgeting and forecasting as well as subsequently measuring our performance, and we believe that we are providing investors with financial measures that most closely align to our internal measurement processes. We consider these non-GAAP measures to be useful in evaluating our core operating results as they more closely reflect our essential revenue generating activities and direct operating expenses (resulting in cash expenditures) needed to perform these revenue generating activities. Our management also believes, based on feedback provided by the investment community, that the non-GAAP financial measures are necessary to allow the investment community to construct its valuation models to better compare our results with our competitors and market sector.

These measures should be considered in addition to results prepared in accordance with GAAP. In addition, these non-GAAP financial measures are not based on any comprehensive set of accounting rules or principles. We believe that non-GAAP financial measures have limitations in that they do not reflect all of the amounts associated with our results of operations as determined in accordance with GAAP and that these measures should only be used to evaluate our results of operations in conjunction with the corresponding GAAP financial measures.

Adjusted Net income and Adjusted EBITDA are non-GAAP measures. A reconciliation of these measures to GAAP is included below:

**NORTHERN OIL AND GAS, INC.**  
**Reconciliation of GAAP Net Income to Adjusted Net Income**  
**(UNAUDITED)**

	Year Ended December 31		
	2012	2011	2010
	(in thousands, except share and per common share data)		
Net Income	\$ 72,285	\$ 40,611	\$ 6,917
Add:			
Unrealized (Gain) Loss on Derivative Instruments, Net of Tax (a)	(9,497)	(1,849)	8,896
Severance Expense, Net of Tax (b)	3,425	-	-
Adjusted Net Income	<u>\$ 66,213</u>	<u>\$ 38,762</u>	<u>\$ 15,813</u>
Weighted Average Shares Outstanding – Basic	<u>62,485,836</u>	<u>61,789,289</u>	<u>50,387,203</u>
Weighted Average Shares Outstanding – Diluted	<u>62,869,079</u>	<u>62,195,340</u>	<u>50,778,245</u>
Net Income Per Common Share – Basic	\$ 1.16	\$ 0.66	\$ 0.14
Add:			
Change due to Unrealized (Gain) Loss on Derivative Instruments, Net of Tax	(0.15)	(0.03)	0.17
Change due to Severance Expense, Net of Tax	0.05	-	-
Adjusted Net Income Per Common Share – Basic	<u>\$ 1.06</u>	<u>\$ 0.63</u>	<u>\$ 0.31</u>
Net Income Per Common Share – Diluted	\$ 1.15	\$ 0.65	\$ 0.14
Add:			
Change due to Unrealized (Gain) Loss on Derivative Instruments, Net of Tax	(0.15)	(0.03)	0.17
Change due to Severance Expense, Net of Tax	0.05	-	-
Adjusted Net Income Per Common Share – Diluted	<u>\$ 1.05</u>	<u>\$ 0.62</u>	<u>\$ 0.31</u>

(a) Adjusted to reflect related tax benefit (expense) of (\$5.6 million), (\$1.2 million) and \$5.7 million for the years ended December 31, 2012, 2011 and 2010 respectively.

(b) Reflects severance expense recognized in connection with the departures during 2012 of our former president and former chief operating officer. Adjusted to reflect related tax benefit of \$2.0 million, for the year ended December 31, 2012.

**Northern Oil and Gas, Inc.**  
**Reconciliation of Adjusted EBITDA**  
**(UNAUDITED)**

	Year Ended December 31,		
	2012	2011	2010
	(in thousands)		
Net Income	\$ 72,285	\$ 40,611	\$ 6,917
Add Back:			
Interest Expense	13,875	586	583
Income Tax Provision	43,002	26,835	4,419
Depreciation, Depletion, Amortization and Accretion	98,923	41,170	17,083
Non-Cash Share Based Compensation	12,382	6,164	3,566
Unrealized (Gain) Loss on Derivative Instruments	(15,147)	(3,072)	14,546
Adjusted EBITDA	<u>\$ 225,320</u>	<u>\$ 112,294</u>	<u>\$ 47,114</u>

## 2013 Operation Plan

We expect our total 2013 capital expenditure budget to range between \$420 million and \$440 million. Our 2013 budget anticipates we will participate in the drilling and completion of approximately 44 net wells targeting the Bakken and Three Forks formations. Drilling capital expenditures on a per well basis are expected to have an average completed cost of \$8.4 million to \$8.8 million per well, which assumes a 10% decrease in drilling costs for 2013 compared to 2012. Based on evolving conditions in the field, we expect to spend approximately \$20 million on acreage capital expenditures during 2013. In addition, we estimate that we will spend approximately \$30 million on other capital expenditure activities, primarily capitalized workover expenses. We have the ability to adjust capital expenditures by reducing the number of projects we elect to participate in. We currently expect to fund all 2013 commitments using a combination of cash-on-hand, cash flow generated by operations, bank borrowings and potential debt financings.

## Liquidity and Capital Resources

### Overview

Historically, our main sources of liquidity and capital resources have been internally generated cash flow from operations, credit facility borrowings and issuances of equity. We generally maintain low cash and cash equivalent balances because we use cash from operations to fund our development activities or reduce our bank debt. We continue to take steps to ensure adequate capital resources and liquidity to fund our capital expenditure program. In February 2012, we amended and restated the credit agreement governing our revolving credit facility (the "Revolving Credit Facility") to increase the maximum facility size to \$750 million, subject to a borrowing base that is currently \$350 million. In May 2012, we issued \$300 million aggregate principal amount of 8.000% senior unsecured notes (the "Notes") due June 1, 2020. The issuance of these Notes resulted in net proceeds to us of approximately \$291.2 million, which are in use to fund our exploration, development and acquisition program and for general corporate purposes (including repayment of borrowings that were outstanding under the Revolving Credit Facility at the time the Notes were issued).

With our Revolving Credit Facility and our anticipated cash reserves and cash from operations, we believe that we will have sufficient cash flow and liquidity to fund our budgeted capital expenditures and operating expenses for at least the next twelve months. Any significant acquisition of additional properties or significant increase in drilling activity may require us to seek additional capital. We may also choose to seek additional financing from the capital markets rather than utilize our Revolving Credit Facility to fund such activities. We cannot assure you, however, that any additional capital will be available to us on favorable terms or at all.

At December 31, 2012, our debt to total capitalization ratio was 42%, we had \$424 million of total debt outstanding, \$586.2 million of stockholders' equity, and \$13.4 million of cash on hand. Additionally, at December 31, 2012, there was \$226 million of availability under our Revolving Credit Facility. At December 31, 2011, we had \$69.9 million of debt outstanding, \$496.6 million of stockholders' equity, and \$6.3 million of cash on hand.

### **Cash Flows**

Cash flows from operations are primarily affected by production volumes and commodity prices, net of the effects of settlements of our derivatives. Our cash flows from operations also are impacted by changes in working capital. We generally maintain low cash and cash equivalent balances because we use available funds to fund our development activities or reduce our bank debt. Short-term liquidity needs are satisfied by borrowings under our revolving credit facility. We generally use derivatives to economically hedge a significant, but varying portion of our anticipated future oil production for the next 12 to 36 months. Any payments due to counterparties under our derivative contracts are funded by proceeds received from the sale of our production. Production receipts, however, lag payments to the counterparties. Any interim cash needs are funded by cash from operations or borrowings under the revolving credit facility. As of December 31, 2012, we had entered into derivative agreements covering 3.1 million barrels for 2013 and 2.4 million barrels for 2014, with average floor prices of \$90.58 and \$91.49, respectively. For additional information on the impact of changing prices on our financial position, see "Item 7A. Quantitative and Qualitative Disclosures about Market Risk."

Our cash flows for the years ended December 31, 2012, 2011 and 2010 are presented below:

	Year Ended December 31,		
	2012	2011	2010
	(in thousands)		
Net cash provided by operating activities	\$ 198,527	\$ 85,150	\$ 73,307
Net cash used in investing activities	(532,172)	(300,868)	(207,894)
Net cash provided by financing activities	340,754	69,887	280,464
Net change in cash	<u>\$ 7,108</u>	<u>\$ (145,831)</u>	<u>\$ 145,877</u>

#### *Cash flows provided by operating activities*

Net cash provided by operating activities was \$198.5 million, \$85.1 million and \$73.3 million for the years ended December 31, 2012, 2011 and 2010, respectively. The increase in cash flows provided by operating activities for the year ended December 31, 2012 as compared to 2011 was primarily the result of an increase in oil and natural gas production of 95%. Cash flows provided by operating activities during the year ended December 31, 2011 increased compared to 2010 primarily as a result of an increase in oil and natural gas production of 117%.

#### *Cash flows used in investing activities*

We had cash flows used in investing activities of \$532.2 million, \$300.9 million and \$207.9 million during the years ended December 31, 2012, 2011 and 2010, respectively, primarily as a result of our capital expenditures for drilling, development and acquisition costs. Oil and gas expenditure spending increased from \$341.4 million in 2011 to \$532.0 million in 2012, a 56% increase that was driven by a 50% increase in the number of net producing well additions in 2012 as compared to 2011. In 2012, our net producing well additions totaled 48.3 as compared to 32.3 in 2011. The 2012 oil and gas expenditures include approximately \$190.4 million for wells spud prior to 2012. The spending on wells spud prior to 2012 related to wells awaiting completion at December 31, 2011, as well as completion spending for wells placed into production prior to 2012. The \$93.0 million increase in cash used in investing activities for 2011 compared to 2010 was attributable to our acquisitions of properties in the Williston Basin, as well as increased levels of development of our properties. Oil and gas expenditure spending increased from \$180.4 million in 2010 to \$341.4 million in 2011, an 89% increase that was driven by a 90% increase in the number of net producing well additions in 2012 as compared to 2011. In 2011, our net producing well additions totaled 32.3 as compared to 16.8 in 2010. As a result of the increased development activities, in 2011 we sold \$40.2 million of short-term investments to fund the 2011 drilling, development and acquisition costs.

### *Cash flows provided by financing activities*

Net cash provided by financing activities was \$340.8 million, \$69.9 million and \$280.5 million for the years ended December 31, 2012, 2011 and 2010, respectively. For the year ended December 31, 2012, we received \$354.1 million in net advances under our revolving credit facility and senior notes that were used to fund drilling, development and acquisition costs. For the years ended December 31, 2011 and 2010, cash increased through financing activities was primarily provided by net proceeds from the sale of common stock.

### *Revolving Credit Facility*

In February 2012, we entered into an amended and restated credit agreement governing our Revolving Credit Facility, which replaced our previous revolving credit facility. The new facility, secured by substantially all of our assets, provides for an initial commitment equal to the lesser of the facility amount or the borrowing base. At December 31, 2012, the maximum facility amount was \$750 million and the borrowing base was \$350 million. Our bank group is comprised of a group of commercial banks, with no single bank holding more than 12% of the total facility. Under the terms of the Revolving Credit Facility, we are limited to \$500 million of permitted additional indebtedness, as defined in the credit agreement. The borrowing base is reduced by 25% of the stated amount of the permitted additional indebtedness. The \$300 million in Notes (as described below) is “permitted additional indebtedness” as defined in the Revolving Credit Facility. The Revolving Credit Facility provides for a borrowing base subject to redetermination semi-annually each April and October and for event-driven unscheduled redeterminations. As of December 31, 2012, we had \$124 million in outstanding borrowings under our Revolving Credit Facility, leaving \$226 million of borrowing capacity available to us. The Revolving Credit Facility will expire and all outstanding borrowings under it will mature on January 1, 2017. Borrowings under the Revolving Credit Facility can either be at the Alternate Base Rate (as defined) plus a spread ranging from 0.75% to 1.75% or LIBOR borrowings at the Adjusted LIBOR Rate (as defined) plus a spread ranging from 1.75% to 2.75%. The applicable spread is dependent upon borrowings relative to the borrowing base. We may elect, from time to time, to convert all or any part of our LIBOR loans to base rate loans or to convert all or any of the base rate loans to LIBOR loans. A commitment fee is paid on the undrawn balance based on an annual rate of either 0.375% or 0.50%, depending on outstanding borrowings relative to the borrowing base. The Revolving Credit Facility is subject to negative covenants that limit our ability, among other things, to pay cash dividends, incur additional indebtedness, sell assets, enter into certain hedging contracts, change the nature of our business or operations, merge, consolidate, or make certain types of investments. In addition, we are required to maintain a ratio of debt to EBITDAX (as defined in the credit agreement) of no greater than 4.0 to 1.0, a current ratio (as defined in the credit agreement) of no less than 1.0 to 1.0 and a ratio of EBITDAX to interest expense of no less than 3.0 to 1.0. We were in compliance with our covenants under the Revolving Credit Facility at December 31, 2012.

### *8.000% Senior Notes due 2020*

On May 18, 2012, we issued \$300 million aggregate principal amount of 8.000% senior unsecured notes due June 1, 2020 (the “Notes”). Interest is payable on the Notes semi-annually in arrears on each June 1 and December 1, commencing December 1, 2012. The issuance of these Notes resulted in net proceeds to us of approximately \$291.2 million, which are in use to fund our exploration, development and acquisition program and for general corporate purposes (including repayment of borrowings that were outstanding under our Revolving Credit Facility at the time the Notes were issued).

At any time prior to June 1, 2015, we may redeem up to 35% of the Notes at a redemption price of 108% of the principal amount, plus accrued and unpaid interest to the redemption date, with the proceeds of certain equity offerings so long as the redemption occurs within 180 days of completing such equity offering and at least 65% of the aggregate principal amount of the Notes remains outstanding after such redemption. Prior to June 1, 2016, we may redeem some or all of the Notes for cash at a redemption price equal to 100% of their principal amount plus an applicable make-whole premium and accrued and unpaid interest to the redemption date. On and after June 1, 2016, we may redeem some or all of the Notes at redemption prices (expressed as percentages of principal amount) equal to 104% for the twelve-month period beginning on June 1, 2016, 102% for the twelve-month period beginning June 1, 2017 and 100% beginning on June 1, 2018, plus accrued and unpaid interest to the redemption date.

On May 18, 2012, in connection with the issuance of the Notes, we entered into an Indenture (the “Indenture”), with Wilmington Trust, National Association, as trustee (the “Trustee”).

The Indenture restricts our ability to: (i) incur additional debt or enter into sale and leaseback transactions; (ii) pay distributions on, redeem or repurchase, equity interests; (iii) make certain investments; (iv) incur liens; (v) enter into transactions with affiliates; (vi) merge or consolidate with another company; and (vii) transfer and sell assets. These covenants are subject to a number of important exceptions and qualifications. If at any time when the Notes are rated investment grade by both Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Services and no Default (as defined in the Indenture) has occurred and is continuing, many of such covenants will terminate and we and any of our subsidiaries will cease to be subject to such covenants.

The Indenture contains customary events of default, including:

- default in any payment of interest on any Note when due, continued for 30 days;
- default in the payment of principal of or premium, if any, on any Note when due;
- failure by us to comply with our other obligations under the Indenture, in certain cases subject to notice and grace periods;
- payment defaults and accelerations with respect to our other indebtedness and certain of our subsidiaries, if any, in the aggregate principal amount of \$25 million or more;
- certain events of bankruptcy, insolvency or reorganization of our company or a significant subsidiary or group of restricted subsidiaries that, taken together, would constitute a significant subsidiary;
- failure by us or any significant subsidiary or group of restricted subsidiaries that, taken together, would constitute a significant subsidiary to pay certain final judgments aggregating in excess of \$25 million within 60 days; and
- any guarantee of the Notes by a guarantor ceases to be in full force and effect, is declared null and void in a judicial proceeding or is denied or disaffirmed by its maker.

#### *Capital Requirements*

Our primary needs for cash are for exploration, development and acquisition of oil and natural gas properties and payment of interest on outstanding indebtedness. During 2012, our acquisition and development expenditures included approximately \$485 million of drilling, completion and capitalized workover costs, \$8.5 million of capitalized internal costs and \$5.9 million of capitalized interest. Also in 2012, approximately \$37 million was expended on acreage acquisitions and other acreage related costs located in the Williston Basin. Our 2012 capital program was funded by cash on hand, net cash flow from operations and borrowings under our Revolving Credit Facility and the Notes. Our capital expenditure budget for 2013 is discussed above under the heading “2013 Operation Plan.”

Development and acquisition activities are highly discretionary, and, for the near term, we expect such activities to be maintained at levels we can fund through internal cash flow and borrowing under our Revolving Credit Facility. To the extent capital requirements exceed internal cash flow and borrowing capacity under our Revolving Credit Facility, debt may be issued to fund these requirements. We monitor our capital expenditures on a regular basis, adjusting the amount up or down and also between our projects, depending on commodity prices, cash flow and projected returns. Also, our obligations may change due to acquisitions, divestitures and continued growth. Our future success in growing proved reserves and production may be dependent on our ability to access outside sources of capital. If internally generated cash flow and borrowing capacity is not available under our Revolving Credit Facility, we may issue additional shares of stock, subordinated notes or other debt securities to fund capital expenditures, acquisitions, extend maturities or to repay debt.

### *Satisfaction of Our Cash Obligations for the Next 12 Months*

With our Revolving Credit Facility and our cash flows from operations, we believe we have sufficient capital to meet our drilling commitments and expected general and administrative expenses for the next twelve months. Nonetheless, any strategic acquisition of assets or increase in drilling activity may require us to seek additional capital. We may also choose to seek additional capital rather than utilize our credit facility or other debt instruments to fund accelerated or continued drilling at the discretion of management and depending on prevailing market conditions. We will evaluate any potential opportunities for acquisitions as they arise. However, there can be no assurance that any additional capital will be available to us on favorable terms or at all.

Over the next 24 months it is possible that our existing capital, our Revolving Credit Facility and anticipated funds from operations may not be sufficient to sustain continued acreage acquisitions and drilling activities. Consequently, we may seek additional capital in the future to fund growth and expansion through additional debt or equity financing or credit facilities. No assurance can be made that such financing would be available, and if available it may take either the form of debt or equity. In either case, the financing could have a negative impact on our financial condition and our shareholders.

### *Effects of Inflation and Pricing*

The oil and natural gas industry is very cyclical and the demand for goods and services of oil field companies, suppliers and others associated with the industry put extreme pressure on the economic stability and pricing structure within the industry. Typically, as prices for oil and natural gas increase, so do all associated costs. Conversely, in a period of declining prices, associated cost declines are likely to lag and may not adjust downward in proportion. Material changes in prices also impact our current revenue stream, estimates of future reserves, borrowing base calculations of bank loans, impairment assessments of oil and natural gas properties, and values of properties in purchase and sale transactions. Material changes in prices can impact the value of oil and natural gas companies and their ability to raise capital, borrow money and retain personnel. While we do not currently expect business costs to materially increase, higher prices for oil and natural gas could result in increases in the costs of materials, services and personnel.

### *Contractual Obligations and Commitments*

The following table summarizes our obligations and commitments at December 31, 2012 to make future payments under certain contracts, aggregated by category of contractual obligation, for specified time periods:

Contractual Obligations	Payment due by Period				
	Less than 1 year	1-3 years	3-5 years	More than 5 years	Total
Office Lease <sup>(1)</sup>	\$ 245,000	\$ 419,000	\$ -	\$ -	\$ 664,000
Automobile Leases <sup>(2)</sup>	20,000	9,000	-	-	29,000
Long Term Debt <sup>(3)</sup>	-	-	124,000,000	300,000,000	424,000,000
Cash Interest Expense on Debt <sup>(4)</sup>	26,753,000	53,506,000	50,753,000	58,000,000	189,012,000
Total	<u>\$ 27,018,000</u>	<u>\$ 53,934,000</u>	<u>\$ 174,753,000</u>	<u>\$ 358,000,000</u>	<u>\$ 613,705,000</u>

(1) Office lease through 2015

(2) Automobile leases for certain executives through 2014

(3) Revolving Credit Facility and 8.000% Senior Notes due 2020 (see Note 5 to financial statements)

(4) Cash interest on Revolving Credit Facility and 8.000% Senior Notes due 2020 are estimated assuming no principal repayment until the due date

### **Critical Accounting Policies**

The establishment and consistent application of accounting policies is a vital component of accurately and fairly presenting our financial statements in accordance with generally accepted accounting principles in the United States (GAAP), as well as ensuring compliance with applicable laws and regulations governing financial reporting. While there are rarely alternative methods or rules from which to select in establishing accounting and financial reporting policies, proper application often involves significant judgment regarding a given set of facts and circumstances and a complex series of decisions.



### *Use of Estimates*

The preparation of financial statements under GAAP requires management to make estimates and assumptions that affect our reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Our estimates of our proved oil and natural gas reserves, future development costs, estimates relating to certain oil and natural gas revenues and expenses and fair value of derivative instruments are the most critical to our financial statements.

### *Oil and Natural Gas Reserves*

The determination of depreciation, depletion and amortization expense as well as impairments that are recognized on our oil and natural gas properties are highly dependent on the estimates of the proved oil and natural gas reserves attributable to our properties. Our estimate of proved reserves is based on the quantities of oil and natural gas which geological and engineering data demonstrate, with reasonable certainty, to be recoverable in the future years from known reservoirs under existing economic and operating conditions. The accuracy of any reserve estimate is a function of the quality of available data, engineering and geological interpretation, and judgment. For example, we must estimate the amount and timing of future operating costs, production taxes and development costs, all of which may in fact vary considerably from actual results. In addition, as the prices of oil and natural gas and cost levels change from year to year, the economics of producing our reserves may change and therefore the estimate of proved reserves may also change. Any significant variance in these assumptions could materially affect the estimated quantity and value of our reserves.

The information regarding present value of the future net cash flows attributable to our proved oil and natural gas reserves are estimates only and should not be construed as the current market value of the estimated oil and natural gas reserves attributable to our properties. Thus, such information includes revisions of certain reserve estimates attributable to our properties included in the prior year's estimates. These revisions reflect additional information from subsequent activities, production history of the properties involved and any adjustments in the projected economic life of such properties resulting from changes in oil and natural gas prices. Any future downward revisions could adversely affect our financial condition, our borrowing ability, our future prospects and the value of our common stock.

The estimates of our proved oil and natural gas reserves used in the preparation of our financial statements were prepared by Ryder Scott Company, our registered independent petroleum consultants, and were prepared in accordance with the rules promulgated by the SEC.

### *Oil and Natural Gas Properties*

The method of accounting we use to account for our oil and natural gas investments determines what costs are capitalized and how these costs are ultimately matched with revenues and expensed.

We utilize the full cost method of accounting to account for our oil and natural gas investments instead of the successful efforts method because we believe it more accurately reflects the underlying economics of our programs to explore and develop oil and natural gas reserves. The full cost method embraces the concept that dry holes and other expenditures that fail to add reserves are intrinsic to the oil and natural gas exploration business. Thus, under the full cost method, all costs incurred in connection with the acquisition, development and exploration of oil and natural gas reserves are capitalized. These capitalized amounts include the costs of unproved properties, internal costs directly related to acquisitions, development and exploration activities, asset retirement costs, geological and geophysical costs that are directly attributable to the properties and capitalized interest. Although some of these costs will ultimately result in no additional reserves, they are part of a program from which we expect the benefits of successful wells to more than offset the costs of any unsuccessful ones. The full cost method differs from the successful efforts method of accounting for oil and natural gas investments. The primary difference between these two methods is the treatment of exploratory dry hole costs. These costs are generally expensed under the successful efforts method when it is determined that measurable reserves do not exist. Geological and geophysical costs are also expensed under the successful efforts method. Under the full cost method, both dry hole costs and geological and geophysical costs are initially capitalized and classified as unproved properties pending determination of proved reserves. If no proved reserves are discovered, these costs are then amortized with all the costs in the full cost pool.

Capitalized amounts except unproved costs are depleted using the units of production method. The depletion expense per unit of production is the ratio of the sum of our unamortized historical costs and estimated future development costs to our proved reserve volumes. Estimation of hydrocarbon reserves relies on professional judgment and use of factors that cannot be precisely determined. Subsequent reserve estimates materially different from those reported would change the depletion expense recognized during the future reporting periods. For the year ended December 31, 2012, our average depletion expense per unit of production was \$26.18 per Boe. A 10% decrease in our estimated net proved reserves at December 31, 2012 would result in a \$2.88 per Boe increase in our per unit depletion.

To the extent the capitalized costs in our full cost pool (net of depreciation, depletion and amortization and related deferred taxes) exceed the sum of the present value (using a 10% discount rate and based on period-end oil and natural gas prices) of the estimated future net cash flows from our proved oil and natural gas reserves and the capitalized cost associated with our unproved properties, we would have a capitalized ceiling impairment. Such costs would be charged to operations as a reduction of the carrying value of oil and natural gas properties. The risk that we will be required to write down the carrying value of our oil and natural gas properties increases when oil and natural gas prices are depressed, even if the low prices are temporary. In addition, capitalized ceiling impairment charges may occur if we experience poor drilling results or estimations of our proved reserves are substantially reduced. A capitalized ceiling impairment is a reduction in earnings that does not impact cash flows, but does impact operating income and shareholders' equity. Once recognized, a capitalized ceiling impairment charge to oil and natural gas properties cannot be reversed at a later date. The risk that we will experience a ceiling test writedown increases when oil and natural gas prices are depressed or if we have substantial downward revisions in our estimated proved reserves. As of December 31, 2012 we have not incurred a capitalized ceiling impairment charge. However, no assurance can be given that we will not experience a capitalized ceiling impairment charge in future periods. In addition, capitalized ceiling impairment charges may occur if estimates of proved hydrocarbon reserves are substantially reduced or estimates of future development costs increase significantly. See "Item 2. Properties—Proved Reserves," for a discussion of our reserve estimation assumptions.

#### *Revenue Recognition*

We derive revenue primarily from the sale of the oil and natural gas from our interests in producing wells, hence our revenue recognition policy for these sales is significant.

We recognize revenue from the sale of oil and natural gas when production is delivered to, and title has transferred to, the purchaser and to the extent the selling price is reasonably determinable.

We use the sales method of accounting for natural gas balancing of natural gas production and would recognize a liability if the existing proved reserves were not adequate to cover the current imbalance situation. As of December 31, 2012, 2011, 2010, 2009, and 2008, our natural gas production was in balance, meaning its cumulative portion of natural gas production taken and sold from wells in which it has an interest equaled its entitled interest in natural gas production from those wells.

In general, settlements for hydrocarbon sales occur around two months after the end of the month in which the oil, natural gas or other hydrocarbon products were produced. We estimate and accrue for the value of these sales using information available to us at the time our financial statements are generated. Differences are reflected in the accounting period that payments are received from the operator.

#### *Derivative Instruments and Hedging Activities*

We use derivative instruments from time to time to manage market risks resulting from fluctuations in the prices of oil and natural gas. We may periodically enter into derivative contracts, including price swaps, caps and floors, which require payments to (or receipts from) counterparties based on the differential between a fixed price and a variable price for a fixed quantity of oil or natural gas without the exchange of underlying volumes. The notional amounts of these financial instruments are based on expected production from existing wells. We have, and may continue to use exchange traded futures contracts and option contracts to hedge the delivery price of oil at a future date.

On November 1, 2009, due to the volatility of price differentials in the Williston Basin, we de-designated all derivatives that were previously classified as cash flow hedges and in addition, we have elected not to designate any subsequent derivative contracts as accounting hedges. As such, all derivative positions are carried at their fair value on the balance sheet and are marked-to-market at the end of each period. Any realized gains and losses are recorded to gain (loss) on settled derivatives and unrealized gains or losses are recorded to gain (loss) on mark-to-market of derivative instruments on the statements of comprehensive income rather than as a component of accumulated other comprehensive income (loss) or other income (expense). See Note 15 for a description of the derivative contracts which we executed during 2012 and 2011.

Prior to November 1, 2009, at the inception of a derivative contract, we designated the derivative as a cash flow hedge. For all derivatives designated as cash flow hedges, we formally documented the relationship between the derivative contract and the hedged items, as well as the risk management objective for entering into the derivative contract. To be designated as a cash flow hedge transaction, the relationship between the derivative and the hedged items must be highly effective in achieving the offset of changes in cash flows attributable to the risk both at the inception of the derivative and on an ongoing basis. We historically measured hedge effectiveness on a quarterly basis and hedge accounting would be discontinued prospectively if it determined that the derivative is no longer effective in offsetting changes in the cash flows of the hedged item. Gains and losses deferred in accumulated other comprehensive income related to cash flow hedge derivatives that become ineffective remain unchanged until the related production is delivered. If we determine that it is probable that a hedged forecasted transaction will not occur, deferred gains or losses on the derivative are recognized in earnings immediately.

Derivatives, historically, were recorded on the balance sheet at fair value and changes in the fair value of derivatives were recorded each period in current earnings or other comprehensive income, depending on whether a derivative was designated as part of a hedge transaction and, if it was, depending on the type of hedge transaction. Our derivatives historically consisted primarily of cash flow hedge transactions in which we were hedging the variability of cash flows related to a forecasted transaction. Period to period changes in the fair value of derivative instruments designated as cash flow hedges were reported in accumulated other comprehensive income (loss) and reclassified to earnings in the periods in which the hedged item impacts earnings. The ineffective portion of the cash flow hedges were reflected in current period earnings as gain or loss from derivatives. Gains and losses on derivative instruments that did not qualify for hedge accounting were included in income or loss from derivatives in the period in which they occur. The resulting cash flows from derivatives were reported as cash flows from operating activities.

## **New Accounting Pronouncements**

### *Recently Adopted*

*Fair Value Measurement* — In May 2011, the FASB issued Fair Value Measurement (Topic 820) — Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs (ASU No. 2011-04), which provides clarifications regarding existing fair value measurement principles and disclosure requirements, and also specific new guidance for items such as measurement of instruments classified within stockholders' equity. These requirements were effective for interim and annual periods beginning after December 15, 2011. We implemented the accounting and disclosure guidance effective January 1, 2012, and the implementation did not have a material impact on our financial statements. For required fair value measurement disclosures, see Note 13

*Comprehensive Income* — In June 2011, the FASB issued Comprehensive Income (Topic 220) — Presentation of Comprehensive Income (ASU No. 2011-05), which requires the presentation of the components of net income, the components of OCI and total comprehensive income in either a single continuous financial statement of comprehensive income or in two separate, but consecutive financial statements of net income and comprehensive income. These updates do not affect the items reported in OCI or the guidance for reclassifying such items to net income. These requirements were effective for interim and annual periods beginning after December 15, 2011. We implemented the financial statement presentation guidance effective January 1, 2012.

### *Recently Issued*

**Balance Sheet Offsetting** — In December 2011, the FASB issued Balance Sheet (Topic 210) — Disclosures about Offsetting Assets and Liabilities (ASU No. 2011-11), which requires disclosures regarding netting arrangements in agreements underlying derivatives, certain financial instruments and related collateral amounts, and the extent to which an entity's financial statement presentation policies related to netting arrangements impact amounts recorded to the financial statements. These disclosure requirements do not affect the presentation of amounts in the balance sheets, and are effective for annual reporting periods beginning on or after January 1, 2013, and interim periods within those annual reporting periods. We do not expect the implementation of this disclosure guidance to have a material impact on our financial statements.

### **Recent Accounting Pronouncements Not Yet Adopted**

For a description of the accounting standards that we adopted in 2012, see *Notes to Financial Statements—Note 2. Significant Accounting Policies*.

Various accounting standards and interpretations were issued in 2012 with effective dates subsequent to December 31, 2012. We have evaluated the recently issued accounting pronouncements that are effective in 2013 and believe that none of them will have a material effect on our financial position, results of operations or cash flows when adopted.

Further, we are monitoring the joint standard-setting efforts of the Financial Accounting Standards Board and the International Accounting Standards Board. There are a large number of pending accounting standards that are being targeted for completion in 2013 and beyond, including, but not limited to, standards relating to revenue recognition, accounting for leases, fair value measurements, accounting for financial instruments, disclosure of loss contingencies and financial statement presentation. Because these pending standards have not yet been finalized, at this time we are not able to determine the potential future impact that these standards will have, if any, on our financial position, results of operations or cash flows.

### **Off-Balance Sheet Arrangements**

We currently do not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

**Item 7A. Quantitative and Qualitative Disclosures about Market Risk**

**Commodity Price Risk**

The price we receive for our oil and natural gas production heavily influences our revenue, profitability, access to capital and future rate of growth. Oil and natural gas are commodities and, therefore, their prices are subject to wide fluctuations in response to relatively minor changes in supply and demand and other factors. Historically, the markets for oil and natural gas have been volatile, and our management believes these markets will likely continue to be volatile in the future. The prices we receive for our production depend on numerous factors beyond our control. Our revenue during 2012 generally would have increased or decreased along with any increases or decreases in oil or natural gas prices, but the exact impact on our income is indeterminable given the variety of expenses associated with producing and selling oil that also increase and decrease along with oil prices.

We enter into derivative contracts to achieve a more predictable cash flow by reducing our exposure to oil price volatility. On November 1, 2009, due to the volatility of price differentials in the Williston Basin, we de-designated all derivatives that were previously classified as cash flow hedges and we have elected not to designate any subsequent derivative contracts as accounting hedges. As such, all derivative positions are carried at their fair value on the balance sheet and are marked-to-market at the end of each period. Any realized gains and losses are recorded to gain (loss) on settled derivatives and unrealized mark-to-market gains or losses are recorded to unrealized gain (loss) on derivative instruments on the statements of comprehensive income rather than as a component of other comprehensive income (loss) or other income (expense).

We generally use derivatives to economically hedge a significant, but varying portion of our anticipated future production over a rolling 36 month horizon. Any payments due to counterparties under our derivative contracts are funded by proceeds received from the sale of our production. Production receipts, however, lag payments to the counterparties. Any interim cash needs are funded by cash from operations or borrowings under our Revolving Credit Facility. As of December 31, 2012, we had entered into derivative agreements covering 3.1 million barrels for 2013 and 2.4 million barrels for 2014.

The following table summarizes the oil derivative contracts that we have entered into for each year as of December 31, 2012:

Contract Type	Volume Hedged (Bbl)	West Texas Intermediate Strike Price (\$/Bbl)	Term
Collar	149,515	\$ 90.00/\$103.50	Jan 1 - Dec 31, 2013
Collar	139,791	\$ 90.00/\$106.50	Jan 1 - Dec 31, 2013
Collar	224,900	\$ 90.00/\$110.00	Jan 1 - Dec 31, 2013
Collar	182,269	\$ 95.00/\$107.00	Jan 1 - Dec 31, 2013
Collar	480,000	\$ 95.00/\$110.70	Jan 1 - Dec 31, 2013
Collar	760,794	\$ 85.00/\$98.00	Jan 1 - Dec 31, 2013
Collar	120,000	\$ 90.25/\$97.95	Jan 1 - Dec 31, 2013
Collar	96,000	\$ 95.00/\$106.90	Jul 1 - Dec 31, 2013
Swap	240,000	\$ 91.10	Jan 1 - Dec 31, 2013
Swap	300,000	\$ 89.50	Jan 1 - Dec 31, 2013
Swap	240,000	\$ 91.65	Jan 1 - Dec 31, 2013
Swap	120,000	\$ 94.50	Jan 1 - Dec 31, 2013
Swap	60,000	\$ 102.30	July 1 - Dec 31, 2013
<b>2013 Total/Average</b>	<b>3,113,269</b>	<b>\$ 90.58</b>	
Swap	300,000	\$ 89.50	Jan 1 - June 30, 2014
Swap	240,000	\$ 90.00	Jan 1 - June 30, 2014
Swap	240,000	\$ 91.00	Jan 1 - Dec 31, 2014
Swap	240,000	\$ 91.65	Jan 1 - Dec 31, 2014

Swap	240,000	\$	90.15	Jan 1 - Dec 31, 2014
Swap	240,000	\$	100.00	Jan 1 - June 30, 2014
Swap	30,000	\$	90.58	July 1 - Dec 31, 2014
Swap	120,000	\$	91.35	Jan 1 - Dec 31, 2014
Swap	120,000	\$	90.00	July 1 - Dec 31, 2014
Swap	120,000	\$	90.00	Jan 1 - Dec 31, 2014
Swap	120,000	\$	90.00	July 1 - Dec 31, 2014
Swap	120,000	\$	93.50	July 1 - Dec 31, 2014
Collar	240,000	\$	90.00/\$99.05	Jan 1 - Dec 31, 2014
<b>2014 Total/Average</b>	<b>2,370,000</b>	<b>\$</b>	<b>91.49</b>	

## **Interest Rate Risk**

Our long-term debt is comprised of borrowings that contain fixed and floating interest rates. The Notes bear interest at an annual fixed rate of 8% and our Revolving Credit Facility interest rate is a floating rate option that is designated by us within the parameters established by the underlying agreement. During the year ended December 31, 2012, we had \$104.3 million in average outstanding borrowings under our Revolving Credit Facility at a weighted average rate of 2.25%. We have the option to designate the reference rate of interest for each specific borrowing under the Revolving Credit Facility as amounts are advanced. Borrowings based upon the London Interbank Offered Rate ("LIBOR") will bear interest at a rate equal to LIBOR plus a spread ranging from 1.75% to 2.75% depending on the percentage of borrowing base that is currently advanced. Any borrowings not designated as being based upon LIBOR will bear interest at a rate equal to the current prime rate published by the Wall Street Journal, plus a spread ranging from 0.75% to 1.75%, depending on the percentage of borrowing base that is currently advanced. We have the option to designate either pricing mechanism. Interest payments are due under the Revolving Credit Facility in arrears, in the case of a loan based on LIBOR on the last day of the specified interest period and in the case of all other loans on the last day of each March, June, September and December. All outstanding principal is due and payable upon termination of the Revolving Credit Facility.

Our Revolving Credit Facility allows us to fix the interest rate of borrowings under it for all or a portion of the principal balance for a period up to three months; however our borrowings are generally withdrawn with interest rates fixed for one month. Thereafter, to the extent we do not repay the principle, our borrowings are rolled over and the interest rate is reset based on the current LIBOR or prime rate as applicable. As a result, changes in interest rates can impact results of operations and cash flows. A 1% increase in short-term interest rates on our floating-rate debt at December 31, 2012 would cost us approximately \$1.2 million in additional annual interest expense.

### **Item 8. Financial Statements and Supplementary Data**

The financial statements and supplementary financial information required by this item are included on the pages immediately following the Index to Financial Statements appearing on page F-1.

### **Item 9. Changes In and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

### **Item 9A. Controls and Procedures**

#### **Evaluation of Disclosure Controls and Procedures**

We maintain a system of disclosure controls and procedures that is designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

As of December 31, 2012, our management, including our Chief Executive Officer and Chief Financial Officer, had evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) pursuant to Rule 13a-15(b) under the Exchange Act. Based upon and as of the date of the evaluation, our Chief Executive Officer and Chief Financial Officer concluded that information required to be disclosed is recorded, processed, summarized and reported within the specified periods and is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, to allow for timely decisions regarding required disclosure of material information required to be included in our periodic SEC reports. Based on the foregoing, our management determined that our disclosure controls and procedures were effective as of December 31, 2012.

No change in our company's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the quarter ended December 31, 2012, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

### **Management's Annual Report on Internal Control over Financial Reporting**

The management of Northern Oil and Gas, Inc. is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934. The Company's internal control system is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our Company's financial statements for external purposes in accordance with generally accepted accounting principles in the United States of America.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2012. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework.

Based on our evaluation under the framework in Internal Control-Integrated Framework, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2012.

The effectiveness of our Company's internal control over financial reporting as of December 31, 2012, has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report.



## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of  
Northern Oil and Gas, Inc.

We have audited the internal control over financial reporting of Northern Oil and Gas, Inc. (the "Company") as of December 31, 2012, based on criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2012, based on the criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the financial statements as of and for the year ended December 31, 2012 of the Company and our report dated March 1, 2013 expressed an unqualified opinion on those financial statements.

/s/ Deloitte & Touche LLP

Minneapolis, Minnesota  
March 1, 2013

**Item 9B. Other Information**

None.

### PART III

Certain information required by this Part III is incorporated by reference from our definitive Proxy Statement for the Annual Meeting of Shareholders to be held in 2013 (the “Proxy Statement”), which we intend to file with the SEC pursuant to Regulation 14A within 120 days after December 31, 2012. Except for those portions specifically incorporated into this Annual report on Form 10-K by reference to the Proxy Statement, no other portions of the Proxy Statement are deemed to be filed as part of this Annual Report on Form 10-K.

#### Item 10. Directors, Executive Officers and Corporate Governance

The information included in “Part I – Executive Officers of the Registrant” of this report is incorporated herein by reference.

The information appearing under the headings “Proposal 1: Election of Directors,” “Corporate Governance” and “Section 16(a) Beneficial Ownership Reporting Compliance” in the Proxy Statement is incorporated herein by reference.

We have adopted a Code of Business Conduct and Ethics that applies to our chief executive officer, chief financial officer and persons performing similar functions. A copy is available on our website at [www.northernoil.com](http://www.northernoil.com). We intend to post on our website any amendments to, or waivers from, our Code of Business Conduct and Ethics pursuant to the rules of the SEC and NYSE MKT.

#### Item 11. Executive Compensation

The information appearing under the headings “Executive Compensation” and “Compensation Committee Report,” and the information regarding compensation committee interlocks and insider participation under the heading “Corporate Governance,” in the Proxy Statement is incorporated herein by reference.

#### Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

##### Securities Authorized for Issuance under Equity Compensation Plans

The following table provides information with respect to our common shares issuable under our equity compensation plans as of December 31, 2012:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
<b>Equity compensation plans approved by security holders</b>			
2006 Incentive Stock Option Plan	251,963	\$ 5.18	–
2009 Amended and Restated Equity Incentive Plan	–	–	877,289
<b>Equity compensation plans not approved by security holders</b>	–	–	–
<b>Total</b>	<b>251,963</b>	<b>\$ 5.18</b>	<b>877,289</b>

The information appearing under the heading “Security Ownership of Certain Beneficial Owners and Management” in the Proxy Statement is incorporated herein by reference.

#### Item 13. Certain Relationships and Related Transactions, and Director Independence

The information appearing under the headings “Certain Relationships and Related Transactions” and “Corporate Governance” in the Proxy Statement is incorporated herein by reference.

**Item 14. Principal Accountant Fees and Services**

The information appearing under the heading “Proposal 2: Ratification of Appointment of Independent Registered Public Accountants” in the Proxy Statement is incorporated herein by reference.

**PART IV****Item 15. Exhibits and Financial Statement Schedules**

(a) Documents filed as part of this Report:

1. *Financial Statements*

See Index to Financial Statements on page F-1.

2. *Financial Statement Schedules*

Supplemental Oil and Gas Information

*All other schedules are omitted because they are either not applicable or required information is shown in the financial statements or notes thereto.*

(b) Exhibits:

Unless otherwise indicated, all documents incorporated by reference into this report are filed with the SEC pursuant to the Securities and Exchange Act of 1934, as amended, under file number 001-33999.

Exhibit No.	Description	Reference
3.1	Articles of Incorporation of Northern Oil and Gas, Inc. dated June 28, 2010	Incorporated by reference to Exhibit 3.1 to the Registrant’s Current Report on Form 8-K filed with the SEC on July 2, 2010
3.2	By-Laws of Northern Oil and Gas, Inc.	Incorporated by reference to Exhibit 3.2 to the Registrant’s Current Report on Form 8-K filed with the SEC on July 2, 2010
4.1	Specimen Stock Certificate of Northern Oil and Gas, Inc.	Filed herewith
4.2	Indenture, dated May 18, 2012, between Northern Oil and Gas, Inc. and Wilmington Trust, National Association, as trustee (including Form of 8.000% Senior Note due 2020)	Incorporated by reference to Exhibit 4.1 to the Registrant’s Current Report on Form 8-K filed with the SEC on March 18, 2012
10.1*	Amended and Restated Employment Agreement by and between Northern Oil and Gas, Inc. and Michael L. Reger, dated January 30, 2009	Incorporated by reference to Exhibit 10.2 to the Registrant’s Current Report on Form 8-K filed with the SEC on February 2, 2009 (File No. 001-33999)
10.2*	Amendment No. 1 to Amended and Restated Employment Agreement by and between Northern Oil and Gas, Inc. and Michael L. Reger, dated January 14, 2011	Incorporated by reference to Exhibit 10.3 to the Registrant’s Current Report on Form 10-K filed with the SEC on March 4, 2011 (File No. 001-33999)
10.3*	Amended and Restated Employment Agreement by and between Northern Oil and Gas, Inc. and Ryan R. Gilbertson, dated January 30, 2009	Incorporated by reference to Exhibit 10.3 to the Registrant’s Current Report on Form 8-K filed with the SEC on February 2, 2009 (File No. 001-33999)
10.4*	Amendment No. 1 to Amended and Restated Employment Agreement by and between Northern Oil and Gas, Inc. and Ryan R. Gilbertson, dated March 25, 2010	Incorporated by reference to Exhibit 10.3 to the Registrant’s Current Report on Form 8-K filed with the SEC on March 25, 2010 (File No. 001-33999)
10.5*	Amendment No. 2 to Amended and Restated Employment Agreement by and between Northern Oil and Gas, Inc. and Ryan R. Gilbertson, dated January 14, 2011	Incorporated by reference to Exhibit 10.6 to the Registrant’s Current Report on Form 10-K filed with the SEC on March 4, 2011 (File No. 001-33999)
10.6*	Separation Agreement and Release, dated October 1, 2012, between Northern Oil and Gas, Inc. and Ryan R. Gilbertson	Incorporated by reference to Exhibit 10.1 to the Registrant’s Current Report on Form 8-K filed with the SEC on October 1, 2012
10.7*	Consulting Agreement, dated October 1, 2012, between Northern Oil and Gas, Inc. and Ryan R. Gilbertson	Incorporated by reference to Exhibit 10.2 to the Registrant’s Current Report on Form 8-K filed with the SEC on October 1, 2012
10.8*	Employment Agreement by and between Northern Oil and Gas, Inc. and James R. Sankovitz, dated March 25, 2010	Incorporated by reference to Exhibit 10.2 to the Registrant’s Current Report on Form 8-K filed with the SEC on March 25, 2010
10.9*	Employment Agreement by and between Northern Oil and Gas, Inc. and Thomas W. Stoelk, dated November 8, 2011	Incorporated by reference to Exhibit 10.1 to the Registrant’s Current Report on Form 8-K filed with the SEC on November 9, 2011
10.10*	Employment Agreement by and between Northern Oil and Gas, Inc. and Brandon Elliott, dated January 1, 2013	Filed herewith
10.11*	Employment Agreement by and between Northern Oil and Gas, Inc. and Erik J. Romslo, dated October 10, 2011	Filed herewith
10.12*	Form of Promissory Note issued to Michael L. Reger and	Incorporated by reference to Exhibit 10.18 to the Registrant’s

10.13*	Northern Oil and Gas, Inc. Amended and Restated 2009 Equity Incentive Plan	Incorporated by reference to Appendix A to the Registrant's Definitive Proxy Statement for the 2011 Annual Meeting of Shareholders filed with the SEC on May 2, 2011 (File No. 001-33999)
10.14*	Northern Oil and Gas, Inc. Amended and Restated 2009 Equity Incentive Plan Amendment No.1	Filed herewith
10.15*	Form of Restricted Stock Agreement under the Northern Oil and Gas, Inc. 2009 Equity Incentive Plan (for grants prior to June 8, 2011)	Incorporated by reference to Exhibit 10.19 to the Registrant's Current Report on Form 10-K filed with the SEC on March 8, 2010
10.16*	Form of Restricted Stock Agreement under the Northern Oil and Gas, Inc. Amended and Restated 2009 Equity Incentive Plan (for "single trigger" grants after June 8, 2011)	Incorporated by reference to Exhibit 10.9 to the Registrant's Current Report on Form 10-K filed with the SEC on February 29, 2012
10.17*	Form of Restricted Stock Agreement under the Northern Oil and Gas, Inc. Amended and Restated 2009 Equity Incentive Plan (for "double trigger" grants after December 20, 2012)	Filed herewith
10.18	Third Amended and Restated Credit Agreement, dated as of February 28, 2012, among Northern Oil and Gas, Inc., as Borrower, Royal Bank of Canada, as Administrative Agent, SunTrust Bank, as Syndication Agent, Bank of Montreal, KeyBank, N.A. and U.S. Bank N.A., as Co-Documentation Agents, and the Lenders party thereto	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on March 2, 2012
10.19	First Amendment to Third Amended and Restated Credit Agreement, dated June 29, 2012, by and among Northern Oil and Gas, Inc., Royal Bank of Canada, and the Lenders Party thereto	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on July 2, 2012
10.20	Second Amendment to Third Amended and Restated Credit Agreement, dated September 28, 2012, by and among Northern Oil and Gas, Inc., Royal Bank of Canada, and the Lenders Party thereto	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on October 2, 2012
12	Calculation of Ratio of Earnings to Fixed Charges	Filed herewith
23.1	Consent of Independent Registered Public Accounting Firm Deloitte & Touche LLP	Filed herewith
23.2	Consent of Independent Registered Public Accounting Firm Mantyla McReynolds LLC	Filed herewith
23.3	Consent of Ryder Scott Company, LP	Filed herewith
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
32.1	Certification of the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Filed herewith
99.1	Report of Ryder Scott Company, LP.	Filed herewith
101.INS	XBRL Instance Document(1)	Filed Electronically
101.SCH	XBRL Taxonomy Extension Schema Document(1)	Filed Electronically
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document (1)	Filed Electronically
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document (1)	Filed Electronically
101.LAB	XBRL Taxonomy Extension Label Linkbase Document(1)	Filed Electronically
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document (1)	Filed Electronically

\* Management contract or compensatory plan or arrangement required to be filed as an exhibit to this report.

- (1) The XBRL related information in Exhibit 101 to this Annual Report on Form 10-K shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to liability of that section and shall not be incorporated by reference into any filing or other document pursuant to the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing or document.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

### NORTHERN OIL AND GAS, INC.

Date: March 1, 2013

By: /s/ Michael L. Reger  
Michael L. Reger  
Chief Executive Officer

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints, Michael L. Reger and Thomas W. Stoelk, or either of them, his/her true and lawful attorney-in-fact and agent, acting alone, with full power of substitution and resubstitution, for him/her and in his/her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Annual Report on Form 10-K and to file the same, with all exhibits thereto, and other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all said attorney-in-fact and agent, acting alone, or his/her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacity and on the dates indicated:

Signature	Title	Date
<u>/s/ Michael L. Reger</u> Michael L. Reger	Chief Executive Officer, Chairman and Director	March 1, 2013
<u>/s/ Thomas W. Stoelk</u> Thomas W. Stoelk	Chief Financial Officer, Principal Financial Officer, Principal Accounting Officer	March 1, 2013
<u>/s/ Loren J. O'Toole</u> Loren J. O'Toole	Director	March 1, 2013
<u>/s/ Richard Weber</u> Richard Weber	Director	March 1, 2013
<u>/s/ Jack King</u> Jack King	Director	March 1, 2013
<u>/s/ Robert Grabb</u> Robert Grabb	Director	March 1, 2013
<u>/s/ Lisa Bromiley</u> Lisa Bromiley	Director	March 1, 2013
<u>/s/ Delos Cy Jamison</u> Delos Cy Jamison	Director	March 1, 2013

**NORTHERN OIL AND GAS, INC.**

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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of  
Northern Oil and Gas, Inc.:

We have audited the accompanying balance sheets of Northern Oil and Gas, Inc. (the “Company”) as of December 31, 2012 and 2011, and the related statements of comprehensive income, stockholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such 2012 and 2011 financial statements referred to above present fairly, in all material respects, the financial position of Northern Oil and Gas, Inc. as of December 31, 2012 and 2011, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2012, based on the criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 1, 2013 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Minneapolis, Minnesota  
March 1, 2013



**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders  
Northern Oil and Gas, Inc.:

We have audited the accompanying statements of income, stockholders' equity, and cash flows of Northern Oil and Gas, Inc. (the Company) for the year ended December 31, 2010. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the results of the Company's operations and its cash flows for the year ended December 31, 2010 in conformity with accounting principles generally accepted in the United States of America.

/s/ Mantyla McReynolds LLC

Mantyla McReynolds LLC  
Salt Lake City, Utah  
March 4, 2011

**NORTHERN OIL AND GAS, INC.**  
**BALANCE SHEETS**

	<b>December 31,</b>	
	<b>2012</b>	<b>2011</b>
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 13,387,998	\$ 6,279,587
Trade Receivables	70,219,669	51,418,830
Advances to Operators	3,109,591	17,530,474
Prepaid Expenses	592,001	486,421
Other Current Assets	1,115,088	317,460
Derivative Instruments	4,095,197	-
Deferred Tax Asset	1,695,000	4,472,000
Total Current Assets	<u>94,214,544</u>	<u>80,504,772</u>
<b>PROPERTY AND EQUIPMENT</b>		
Oil and Natural Gas Properties, Full Cost Method of Accounting		
Proved	1,159,191,601	566,195,321
Unproved	82,926,384	137,784,903
Other Property and Equipment	3,158,224	2,988,641
Total Property and Equipment	1,245,276,209	706,968,865
Less - Accumulated Depreciation and Depletion	162,031,493	63,265,919
Total Property and Equipment, Net	1,083,244,716	643,702,946
<b>DERIVATIVE INSTRUMENTS</b>	1,763,008	-
<b>DEBT ISSUANCE COSTS</b>	11,713,030	1,386,201
<b>TOTAL ASSETS</b>	<u>\$1,190,935,298</u>	<u>\$ 725,593,919</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 95,822,162	\$ 110,133,286
Accrued Expenses	2,454,085	65,443
Accrued Interest	2,180,416	98,798
Derivative Instruments	-	9,363,068
Total Current Liabilities	<u>100,456,663</u>	<u>119,660,595</u>
<b>LONG-TERM LIABILITIES</b>		
Revolving Credit Facility	124,000,000	69,900,000
8% Senior Notes Due 2020	300,000,000	-
Derivative Instruments	2,547,745	2,574,903
Other Noncurrent Liabilities	1,570,630	959,366
Deferred Tax Liability	76,175,000	35,929,000
Total Long-Term Liabilities	<u>504,293,375</u>	<u>109,363,269</u>
<b>TOTAL LIABILITIES</b>	<u>604,750,038</u>	<u>229,023,864</u>
<b>COMMITMENTS AND CONTINGENCIES (NOTE 9)</b>		
<b>STOCKHOLDERS' EQUITY</b>		
Preferred Stock, Par Value \$.001; 5,000,000 Authorized, No Shares Outstanding	-	-
Common Stock, Par Value \$.001; 95,000,000 Authorized (12/31/2012 – 63,532,622 Shares Outstanding and 12/31/2011 – 63,330,421 Shares Outstanding)	63,532	63,330
Additional Paid-In Capital	465,466,420	448,198,350
Retained Earnings	120,655,308	48,370,684
Accumulated Other Comprehensive Loss	-	(62,309)
Total Stockholders' Equity	<u>586,185,260</u>	<u>496,570,055</u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<u>\$1,190,935,298</u>	<u>\$ 725,593,919</u>

The accompanying notes are an integral part of these financial statements.



**NORTHERN OIL AND GAS, INC.**  
**STATEMENTS OF COMPREHENSIVE INCOME**  
**FOR THE YEARS ENDED DECEMBER 31, 2012, 2011, AND 2010**

	Year Ended December 31,		
	2012	2011	2010
<b>REVENUES</b>			
Oil and Gas Sales	\$ 296,637,857	\$ 159,439,508	\$ 59,488,284
Loss on Settled Derivatives	(391,420)	(13,407,878)	(469,607)
Unrealized Gain (Loss) on Derivative Instruments	15,147,122	3,072,229	(14,545,477)
Other Revenue	179,331	285,234	85,900
Total Revenues	<u>311,572,890</u>	<u>149,389,093</u>	<u>44,559,100</u>
<b>OPERATING EXPENSES</b>			
Production Expenses	32,382,310	13,043,633	3,288,482
Production Taxes	28,485,594	14,300,720	5,477,975
General and Administrative Expense	22,645,315	13,624,892	7,204,442
Depletion of Oil and Gas Properties	98,427,159	40,815,426	16,884,563
Depreciation and Amortization	409,888	298,137	176,595
Accretion of Discount on Asset Retirement Obligations	86,193	56,055	21,755
Total Expenses	<u>182,436,459</u>	<u>82,138,863</u>	<u>33,053,812</u>
<b>INCOME FROM OPERATIONS</b>	<u>129,136,431</u>	<u>67,250,230</u>	<u>11,505,288</u>
<b>OTHER INCOME (EXPENSE)</b>			
Other Income	23,611	-	-
Interest Expense	(13,874,909)	(585,982)	(583,376)
Interest Income	1,263	567,452	472,912
Gain (Loss) on Available for Sale Securities	-	215,092	(58,524)
Total Other Income (Expense)	<u>(13,850,035)</u>	<u>196,562</u>	<u>(168,988)</u>
<b>INCOME BEFORE INCOME TAXES</b>	<u>115,286,396</u>	<u>67,446,792</u>	<u>11,336,300</u>
<b>INCOME TAX PROVISION</b>	<u>43,001,772</u>	<u>26,835,300</u>	<u>4,419,000</u>
<b>NET INCOME</b>	<u>\$ 72,284,624</u>	<u>\$ 40,611,492</u>	<u>\$ 6,917,300</u>
<b>OTHER COMPREHENSIVE INCOME, NET OF TAX</b>			
Unrealized Gains on Marketable Securities (Net of Tax of \$109,000 and \$349,000 for the years ended December 31, 2011 and 2010, respectively)	-	173,846	553,135
Reclassification of Derivative Instruments Included in Income (Net of Tax of \$39,000, \$448,000 and \$446,000 for the years ended December 31, 2012, 2011 and 2010, respectively)	62,309	709,776	711,554
Total Other Comprehensive Income	<u>62,309</u>	<u>883,622</u>	<u>1,264,689</u>
<b>COMPREHENSIVE INCOME</b>	<u>\$ 72,346,933</u>	<u>\$ 41,495,114</u>	<u>\$ 8,181,989</u>
Net Income Per Common Share - Basic	\$ 1.16	\$ 0.66	\$ 0.14
Net Income Per Common Share - Diluted	\$ 1.15	\$ 0.65	\$ 0.14
Weighted Average Shares Outstanding – Basic	62,485,836	61,789,289	50,387,203
Weighted Average Shares Outstanding - Diluted	62,869,079	62,195,340	50,778,245

The accompanying notes are an integral part of these financial statements.

**NORTHERN OIL AND GAS, INC.**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2012, 2011, AND 2010**

	Year Ended December 31,		
	2012	2011	2010
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net Income	\$ 72,284,624	\$ 40,611,492	\$ 6,917,300
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities			
Depletion of Oil and Gas Properties	98,427,159	40,815,426	16,884,563
Depreciation and Amortization	409,888	298,137	176,595
Amortization of Debt Issuance Costs	1,527,194	430,760	455,302
Accretion of Discount on Asset Retirement Obligations	86,193	56,055	21,755
Deferred Income Taxes	42,984,000	26,833,000	4,419,000
Net (Gain) Loss on Sale of Available for Sale Securities	-	(215,092)	58,524
Unrealized (Gain) Loss on Derivative Instruments	(15,147,122)	(3,072,229)	14,545,477
Gain on Sale of Other Property and Equipment	(23,611)	-	-
Amortization of Deferred Rent	(33,230)	(19,795)	(18,573)
Share - Based Compensation Expense	12,381,757	6,164,324	3,566,133
Changes in Working Capital and Other Items:			
Increase in Trade Receivables	(18,800,839)	(29,385,183)	(15,008,636)
Increase in Prepaid Expenses	(105,580)	(140,726)	(202,089)
Decrease (Increase) in Other Current Assets	110,372	158,507	(274,653)
(Decrease) Increase in Accounts Payable	(63,025)	2,486,667	42,080,670
Increase (Decrease) in Accrued Interest	2,081,618	98,798	(50,630)
Increase (Decrease) in Accrued Expenses	2,407,216	29,385	(263,518)
Net Cash Provided by Operating Activities	<u>198,526,614</u>	<u>85,149,526</u>	<u>73,307,220</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Purchases of Oil and Gas Properties and Development Capital Expenditures	(531,954,977)	(341,363,955)	(180,400,555)
Advances to Operators	-	(4,304,824)	(11,771,616)
Proceeds from Sale of Oil and Gas Properties	-	5,027,162	297,877
Proceeds from Sale of Available for Sale Securities	-	58,606,328	34,699,651
Proceeds from Sale of Other Property and Equipment	39,000	-	-
Purchase of Available for Sale Securities	-	(18,381,690)	(48,679,264)
Purchases of Other Property and Equipment	(256,445)	(450,822)	(2,039,543)
Net Cash Used for Investing Activities	<u>(532,172,422)</u>	<u>(300,867,801)</u>	<u>(207,893,450)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Advances on Revolving Credit Facility	475,600,000	79,900,000	5,300,000
Repayments on Revolving Credit Facility	(421,500,000)	(10,000,000)	(5,300,000)
Issuances of 8% Senior Notes Due 2020	300,000,000	-	-
Payments on Line of Credit	-	-	(834,492)
Decrease in Subordinated Notes, net	-	-	(500,000)
Debt Issuance Costs Paid	(11,854,023)	(449,837)	(395,355)
Repurchase of Common Stock	(1,546,148)	(1,081,132)	-
Proceeds from Exercise of Warrants	-	1,500,000	-
Proceeds from the Issuance of Common Stock - Net of Issuance Costs	-	-	282,193,406
Proceeds from Exercise of Stock Options	54,390	18,130	-
Net Cash Provided by Financing Activities	<u>340,754,219</u>	<u>69,887,161</u>	<u>280,463,559</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	<u>7,108,411</u>	<u>(145,831,114)</u>	<u>145,877,329</u>
<b>CASH AND CASH EQUIVALENTS – BEGINNING OF PERIOD</b>	<u>6,279,587</u>	<u>152,110,701</u>	<u>6,233,372</u>
<b>CASH AND CASH EQUIVALENTS – END OF PERIOD</b>	<u>\$ 13,387,998</u>	<u>\$ 6,279,587</u>	<u>\$ 152,110,701</u>
<b>Supplemental Disclosure of Cash Flow Information</b>			
Cash Paid During the Period for Interest	<u>\$ 15,579,140</u>	<u>\$ 286,710</u>	<u>\$ 169,232</u>
Cash Paid During the Period for Income Taxes	<u>\$ 8,772</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Non-Cash Financing and Investing Activities:</b>			
Purchase of Oil and Gas Properties through Issuance of Common Stock	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,679,422</u>
Payment of Compensation through Issuance of Common Stock	<u>\$ 18,760,030</u>	<u>\$ 19,278,461</u>	<u>\$ 8,733,215</u>
Capitalized Asset Retirement Obligations	<u>\$ 539,727</u>	<u>\$ 401,241</u>	<u>\$ 232,258</u>

Non-Cash Compensation Capitalized in Oil and Gas Properties	<u>\$ 6,378,273</u>	<u>\$ 13,114,137</u>	<u>\$ 5,167,082</u>
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The accompanying notes are an integral part of these financial statements.

**NORTHERN OIL AND GAS, INC.**  
**STATEMENTS OF STOCKHOLDERS' EQUITY**  
**FOR THE YEARS ENDED DECEMBER 31, 2012, 2011, AND 2010**

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Stockholders' Equity
	Shares	Amount				
<b>Balance - December 31, 2009</b>	<u>43,911,044</u>	<u>\$ 43,912</u>	<u>\$ 124,884,266</u>	<u>\$ (2,210,620)</u>	<u>\$ 841,892</u>	<u>\$ 123,559,450</u>
Issuance of Common Stock	18,218,380	18,217	299,841,519	-	-	299,859,736
Share Based Compensation	-	-	4,439,101	-	-	4,439,101
Net Change in Cash Flow Hedge Derivatives	-	-	-	711,554	-	711,554
Net Change in Unrealized Gain(Loss) on Short-term Investments	-	-	-	553,135	-	553,135
Cost of Capital Raises	-	-	(692,794)	-	-	(692,794)
Income Tax Provision for Share Based Compensation	-	-	12,000	-	-	12,000
Net Income	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,917,300</u>	<u>6,917,300</u>
<b>Balance - December 31, 2010</b>	<u>62,129,424</u>	<u>\$ 62,129</u>	<u>\$ 428,484,092</u>	<u>\$ (945,931)</u>	<u>\$ 7,759,192</u>	<u>\$ 435,359,482</u>
Net Issuance of Common Stock	1,200,997	1,201	4,770,710	-	-	4,771,911
Share Based Compensation	-	-	14,943,548	-	-	14,943,548
Net Change in Cash Flow Hedge Derivatives	-	-	-	709,776	-	709,776
Net Change in Unrealized Gain(Loss) on Short-term Investments	-	-	-	173,846	-	173,846
Net Income	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>40,611,492</u>	<u>40,611,492</u>
<b>Balance - December 31, 2011</b>	<u>63,330,421</u>	<u>\$ 63,330</u>	<u>\$ 448,198,350</u>	<u>\$ (62,309)</u>	<u>\$ 48,370,684</u>	<u>\$ 496,570,055</u>
Net Issuance of Common Stock	202,201	202	(1,491,960)	-	-	(1,491,758)
Share Based Compensation	-	-	18,760,030	-	-	18,760,030
Net Change in Cash Flow Hedge Derivatives	-	-	-	62,309	-	62,309
Net Income	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>72,284,624</u>	<u>72,284,624</u>
<b>Balance - December 31, 2012</b>	<u>63,532,622</u>	<u>\$ 63,532</u>	<u>\$ 465,466,420</u>	<u>\$ -</u>	<u>\$ 120,655,308</u>	<u>\$ 586,185,260</u>

The accompanying notes are an integral part of these financial statements.

## NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2012

### NOTE 1 ORGANIZATION AND NATURE OF BUSINESS

Northern Oil and Gas, Inc. (the “Company,” “Northern,” “our” and words of similar import), a Minnesota corporation, is an independent energy company engaged in the acquisition, exploration, exploitation, development and production of crude oil and natural gas properties. The Company’s common stock trades on the NYSE MKT market under the symbol “NOG”.

Northern’s principal business is crude oil and natural gas exploration, development, and production with operations in North Dakota and Montana that primarily target the Bakken and Three Forks formations in the Williston Basin of the United States. The Company acquires leasehold interests that comprise of non-operated working interests in wells and in drilling projects within its area of operations. As of December 31, 2012, approximately 50% of Northern’s 179,131 total net acres were developed. As of December 31, 2011, approximately 31% of Northern’s 168,843 total net acres were developed.

### NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). In connection with preparing the financial statements for the year ended December 31, 2012, the Company has evaluated subsequent events for potential recognition and disclosure through the date of this filing and determined that there were no subsequent events which required recognition or disclosure in the financial statements.

#### Use of Estimates

The preparation of financial statements under GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant estimates relate to proved crude oil and natural gas reserve volumes, future development costs, estimates relating to certain crude oil and natural gas revenues and expenses, fair value of derivative instruments, and deferred income taxes. Actual results may differ from those estimates.

#### Cash and Cash Equivalents

Northern considers highly liquid investments with insignificant interest rate risk and original maturities to the Company of three months or less to be cash equivalents. Cash equivalents consist primarily of interest-bearing bank accounts and money market funds. The Company’s cash positions represent assets held in checking and money market accounts. These assets are generally available on a daily or weekly basis and are highly liquid in nature. Due to the balances being greater than \$250,000, the Company does not have FDIC coverage on the entire amount of bank deposits. The Company believes this risk is minimal. In addition, the Company is subject to Security Investor Protection Corporation (SIPC) protection on a vast majority of its financial assets.

#### Accounts Receivable

Accounts receivable are carried on a gross basis, with no discounting. The Company regularly reviews all aged accounts receivable for collectability and establishes an allowance as necessary for individual customer balances. No allowance for doubtful accounts was recorded for the years ended December 31, 2012 and 2011.

#### Advances to Operators

The Company participates in the drilling of crude oil and natural gas wells with other working interest partners. Due to the capital intensive nature of crude oil and natural gas drilling activities, the working interest partner responsible for conducting the drilling operations may request advance payments from other working interest partners for their share of the costs. The Company expects such advances to be applied by working interest partners against joint interest billings for its share of drilling operations within 90 days from when the advance is paid.



## Other Property and Equipment

Property and equipment that are not crude oil and natural gas properties are recorded at cost and depreciated using the straight-line method over their estimated useful lives of three to fifteen years. Expenditures for replacements, renewals, and betterments are capitalized. Maintenance and repairs are charged to operations as incurred. Long-lived assets, other than crude oil and natural gas properties, are evaluated for impairment to determine if current circumstances and market conditions indicate the carrying amount may not be recoverable. Northern has not recognized any impairment losses on non-crude oil and natural gas long-lived assets. Depreciation expense was \$409,888, \$298,137, and \$176,595 for the years ended December 31, 2012, 2011, and 2010, respectively.

## Full Cost Method

Northern follows the full cost method of accounting for crude oil and natural gas operations whereby all costs related to the exploration and development of crude oil and natural gas properties are initially capitalized into a single cost center ("full cost pool"). Such costs include land acquisition costs, geological and geophysical expenses, carrying charges on non-producing properties, costs of drilling directly related to acquisition, and exploration activities. Internal costs that are capitalized are directly attributable to acquisition, exploration and development activities and do not include costs related to the production, general corporate overhead or similar activities. Costs associated with production and general corporate activities are expensed in the period incurred. Capitalized costs are summarized as follows for the years ended December 31, 2012, 2011, and 2010:

	Year Ended December 31,		
	2012	2011	2010
Capitalized Certain Payroll and Other Internal Costs	\$ 8,477,678	\$ 16,952,995	\$ 6,559,741
Capitalized Interest Costs	5,929,473	405,984	59,711
Total	<u>\$ 14,407,151</u>	<u>\$ 17,358,979</u>	<u>\$ 6,619,452</u>

As of December 31, 2012, the Company held leasehold interests in the Williston Basin on acreage located in North Dakota and Montana targeting the Bakken and Three Forks formations.

Proceeds from property sales will generally be credited to the full cost pool, with no gain or loss recognized, unless such a sale would significantly alter the relationship between capitalized costs and the proved reserves attributable to these costs. A significant alteration would typically involve a sale of 25% or more of the proved reserves related to a single full cost pool. In the years ended December 31, 2012, 2011, and 2010, the Company sold acreage and interests in producing properties for \$908,000, \$5.0 million and \$298,000, respectively. The proceeds for these sales were applied to reduce the capitalized costs of crude oil and natural gas properties.

Capitalized costs associated with impaired properties and capitalized cost related to properties having proved reserves, plus the estimated future development costs and asset retirement costs, are depleted and amortized on the unit-of-production method based on the estimated gross proved reserves as determined by independent petroleum engineers. The costs of unproved properties are withheld from the depletion base until such time as they are either developed or abandoned. When proved reserves are assigned or the property is considered to be impaired, the cost of the property or the amount of the impairment is added to costs subject to depletion and full cost ceiling calculations. For the years ended December 31, 2012, 2011, and 2010, the Company transferred into the full cost pool costs related to expired leases of \$7.1 million, \$9.0 million, and \$1.6 million, respectively.

Capitalized costs of crude oil and natural gas properties (net of related deferred income taxes) may not exceed an amount equal to the present value, discounted at 10% per annum, of the estimated future net cash flows from proved crude oil and natural gas reserves plus the cost of unproved properties (adjusted for related income tax effects). Should capitalized costs exceed this ceiling, impairment is recognized. The present value of estimated future net cash flows is computed by applying the 12-month average price of crude oil and natural gas to estimated future production of proved crude oil and natural gas reserves as of period-end, less estimated future expenditures to be incurred in developing and producing the proved reserves and assuming continuation of existing economic conditions. Such present value of proved reserves' future net cash flows excludes future cash outflows associated with settling asset retirement obligations that have been accrued on the balance sheet. Should this comparison indicate an excess carrying value, the excess is charged to earnings as an impairment expense. As of December 31, 2012, the Company has not realized any impairment of its properties.

### Asset Retirement Obligations

Asset retirement obligation is included in other noncurrent liabilities and relates to future costs associated with the plugging and abandonment of crude oil and natural gas wells, removal of equipment and facilities from leased acreage and returning the land to its original condition. Estimates are based on estimated remaining lives of those wells based on reserve estimates, external estimates to plug and abandon the wells in the future, inflation, credit adjusted discount rates and federal and state regulatory requirements. The liability is accreted to its present value each period, and the capitalized cost is depreciated over the useful life of the related asset.

### Debt Issuance Costs

At December 31, 2012, the Company has capitalized debt issuance costs of \$5.8 million in connection with the revolving credit facility and \$8.8 million in connection with the senior unsecured notes (see Note 5). These debt issuance costs are being amortized over the term of the related financing using the straight-line method, which approximates the effective interest method.

The amortization of debt issuance costs for the years ended December 31, 2012, 2011 and 2010 was \$1,527,194, \$430,760 and \$455,302, respectively.

### Revenue Recognition

The Company recognizes crude oil and natural gas revenues from its interests in producing wells when production is delivered to, and title has transferred to, the purchaser and to the extent the selling price is reasonably determinable. Northern uses the sales method of accounting for natural gas balancing of natural gas production and would recognize a liability if the existing proved reserves were not adequate to cover any imbalance situation. As of December 31, 2012, 2011 and 2010, the Company's natural gas production was in balance, meaning its cumulative portion of natural gas production taken and sold from wells in which it has an interest equaled its entitled interest in natural gas production from those wells.

### Concentrations of Market and Credit Risk

The future results of the Company's crude oil and natural gas operations will be affected by the market prices of crude oil and natural gas. The availability of a ready market for crude oil and natural gas products in the future will depend on numerous factors beyond the control of the Company, including weather, imports, marketing of competitive fuels, proximity and capacity of crude oil and natural gas pipelines and other transportation facilities, any oversupply or undersupply of crude oil, natural gas and liquid products, the regulatory environment, the economic environment, and other regional and political events, none of which can be predicted with certainty.

The Company operates in the exploration, development and production sector of the crude oil and natural gas industry. The Company's receivables include amounts due from purchasers of its crude oil and natural gas production. While certain of these customers are affected by periodic downturns in the economy in general or in their specific segment of the crude oil or natural gas industry, the Company believes that its level of credit-related losses due to such economic fluctuations has been and will continue to be immaterial to the Company's results of operations over the long-term. Trade receivables are generally not collateralized.

The Company manages and controls market and counterparty credit risk. In the normal course of business, collateral is not required for financial instruments with credit risk. Financial instruments which potentially subject the Company to credit risk consist principally of temporary cash balances and derivative financial instruments. The Company maintains cash and cash equivalents in bank deposit accounts which, at times, may exceed the federally insured limits. The Company has not experienced any significant losses from such investments. The Company attempts to limit the amount of credit exposure to any one financial institution or company. The Company believes the credit quality of its customers is generally high. In the normal course of business, letters of credit or parent guarantees may be required for counterparties which management perceives to have a higher credit risk.

### Stock-Based Compensation

The Company records expense associated with the fair value of stock-based compensation. For fully vested stock and restricted stock grants the Company calculates the stock based compensation expense based upon estimated fair value on the date of grant. For stock options, the Company uses the Black-Scholes option valuation model to calculate stock based compensation at the date of grant. Option pricing models require the input of highly subjective assumptions, including the expected price volatility. Changes in these assumptions can materially affect the fair value estimate.

## Stock Issuance

The Company records the stock-based compensation awards issued to non-employees and other external entities for goods and services at either the fair market value of the goods received or services rendered or the instruments issued in exchange for such services, whichever is more readily determinable.

## Income Taxes

Deferred income tax assets and liabilities are determined based upon differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. Accounting standards require the consideration of a valuation allowance for deferred tax assets if it is “more likely than not” that some component or all of the benefits of deferred tax assets will not be realized. No valuation allowance has been recorded as of December 31, 2012 and 2011.

## Net Income Per Common Share

Basic earnings per share (“EPS”) are computed by dividing net income (the numerator) by the weighted average number of common shares outstanding for the period (the denominator). Diluted EPS is computed by dividing net income by the weighted average number of common shares and potential common shares outstanding (if dilutive) during each period. Potential common shares include stock options and warrants and restricted stock. The number of potential common shares outstanding relating to stock options and warrants and restricted stock is computed using the treasury stock method.

The reconciliation of the denominators used to calculate basic EPS and diluted EPS for the years ended December 31, 2012, 2011 and 2010 are as follows:

	<u>Year Ended December 31,</u>		
	<u>2012</u>	<u>2011</u>	<u>2010</u>
Weighted average common shares outstanding – basic	62,485,836	61,789,289	50,387,203
Plus: Potentially dilutive common shares			
Stock options, warrants, and restricted stock	383,243	406,051	391,042
Weighted average common shares outstanding – diluted	<u>62,869,079</u>	<u>62,195,340</u>	<u>50,778,245</u>
Restricted stock excluded from EPS due to the anti-dilutive effect	18,348	29,876	-

As of December 31, 2012, 2011 and 2010, potentially dilutive shares from stock options were 251,963, 262,463 and 265,293, respectively. These options are all exercisable at December 31, 2012, 2011 and 2010, at an exercise price of \$5.18.

The Company also has potentially dilutive shares from restricted stock grants outstanding of 777,437, 1,216,992 and 1,135,622, at December 31, 2012, 2011, and 2010, respectively.

In addition, as of December 31, 2010, there were 300,000 warrants that were issued in conjunction with the February 2009 revolving credit facility with CIT that remained outstanding and exercisable. The warrants were exercised at a price of \$5.00 per share in January 2011.

## Derivative Instruments and Price Risk Management

The Company uses derivative instruments to manage market risks resulting from fluctuations in the prices of crude oil. The Company enters into derivative contracts, including price swaps, caps and floors, which require payments to (or receipts from) counterparties based on the differential between a fixed price and a variable price for a fixed quantity of crude oil without the exchange of underlying volumes. The notional amounts of these financial instruments are based on expected production from existing wells. The Company has, and may continue to use exchange traded futures contracts and option contracts to hedge the delivery price of crude oil at a future date.

On November 1, 2009, due to the volatility of price differentials in the Williston Basin, the Company de-designated all derivatives that were previously classified as cash flow hedges and in addition, the Company has elected not to designate any subsequent derivative contracts as accounting hedges. As such, all derivative positions are carried at their fair value on the balance sheet and are marked-to-market at the end of each period. Any realized gains and losses are recorded to gain (loss) on settled derivatives and unrealized mark-to-market gains or losses are recorded to unrealized gain (loss) on derivative instruments on the statements of income and comprehensive income rather than as a component of accumulated other comprehensive income (loss) or other income (expense). See Note 15 for a description of the derivative contracts which the Company has entered into.

Prior to November 1, 2009, the Company, at the inception of a derivative contract, designated the derivative as a cash flow hedge. For all derivatives designated as cash flow hedges, the Company formally documented the relationship between the derivative contract and the hedged items, as well as the risk management objective for entering into the derivative contract. To be designated as a cash flow hedge transaction, the relationship between the derivative and the hedged items must be highly effective in achieving the offset of changes in cash flows attributable to the risk both at the inception of the derivative and on an ongoing basis. The Company historically measured hedge effectiveness on a quarterly basis and hedge accounting would be discontinued prospectively if it determined that the derivative was no longer effective in offsetting changes in the cash flows of the hedged item. Gains and losses deferred in accumulated other comprehensive income (loss) related to cash flow hedge derivatives that become ineffective remain unchanged until the related production was delivered. If the Company determines that it was probable that a hedged forecasted transaction would not occur, deferred gains or losses on the derivative were recognized in earnings immediately.

Derivatives, historically, were recorded on the balance sheet at fair value and changes in the fair value of derivatives were recorded each period in current earnings or other comprehensive income (loss), depending on whether a derivative was designated as part of a hedge transaction and, if it was, depending on the type of hedge transaction. The Company's derivatives historically consisted primarily of cash flow hedge transactions in which the Company was hedging the variability of cash flows related to a forecasted transaction. Period to period changes in the fair value of derivative instruments designated as cash flow hedges were reported in accumulated other comprehensive income (loss) and reclassified to earnings in the periods in which the hedged item impacts earnings. The ineffective portion of the cash flow hedges were reflected in current period earnings as gain or loss from derivatives. Gains and losses on derivative instruments that did not qualify for hedge accounting were included in income or loss from derivatives in the period in which they occur. The resulting cash flows from derivatives were reported as cash flows from operating activities.

#### Impairment

Long-lived assets to be held and used are required to be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Crude oil and natural gas properties accounted for using the full cost method of accounting (which the Company uses) are excluded from this requirement but continue to be subject to the full cost method's impairment rules. There was no impairment identified at December 31, 2012, 2011, and 2010.

#### New Accounting Pronouncements

From time to time, new accounting pronouncements are issued by FASB that are adopted by the Company as of the specified effective date. If not discussed, management believes that the impact of recently issued standards, which are not yet effective, will not have a material impact on the Company's financial statements upon adoption.

#### *Recently Adopted*

*Fair Value Measurement* — In May 2011, the FASB issued Fair Value Measurement (Topic 820) — Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs (ASU No. 2011-04), which provides clarifications regarding existing fair value measurement principles and disclosure requirements, and also specific new guidance for items such as measurement of instruments classified within stockholders' equity. These requirements were effective for interim and annual periods beginning after December 15, 2011. The Company implemented the accounting and disclosure guidance effective January 1, 2012, and the implementation did not have a material impact on its financial statements. For required fair value measurement disclosures, see Note 13.

*Comprehensive Income* — In June 2011, the FASB issued Comprehensive Income (Topic 220) — Presentation of Comprehensive Income (ASU No. 2011-05), which requires the presentation of the components of net income, the components of OCI and total comprehensive income in either a single continuous financial statement of comprehensive income or in two separate, but consecutive financial statements of net income and comprehensive income. These updates do not affect the items reported in OCI or the guidance for reclassifying such items to net income. These requirements were effective for interim and annual periods beginning after December 15, 2011. The Company implemented the financial statement presentation guidance effective January 1, 2012.

#### *Recently Issued*

*Balance Sheet Offsetting* — In December 2011, the FASB issued Balance Sheet (Topic 210) — Disclosures about Offsetting Assets and Liabilities (ASU No. 2011-11), which requires disclosures regarding netting arrangements in agreements underlying derivatives, certain financial instruments and related collateral amounts, and the extent to which an entity's financial statement presentation policies related to netting arrangements impact amounts recorded to the financial statements. These disclosure requirements do not affect the presentation of amounts in the balance sheets, and are effective for annual reporting periods beginning on or after January 1, 2013, and interim periods within those annual reporting periods. The Company does not expect the implementation of this disclosure guidance to have a material impact on its financial statements.

### **NOTE 3 SHORT-TERM INVESTMENTS**

All United States Treasuries that were included in short-term investments were considered available-for-sale and were carried at fair value. The short-term investments were considered current assets due to their maturity term or the company's ability and intent to use them to fund current operations. The unrealized gains and losses related to these securities were included in accumulated other comprehensive income (loss). The realized gains and losses related to these securities are included in other income in the statements of comprehensive income.

The Company held no short-term investments at December 31, 2012 and 2011.

For the year ended December 31, 2011, the Company realized gains of \$215,092 on the sale of short-term investments. For the year ended December 31, 2010, the Company realized losses of \$58,524 on the sale of short-term investments.

### **NOTE 4 CRUDE OIL AND NATURAL GAS PROPERTIES**

The value of the Company's crude oil and natural gas properties consists of all acreage acquisition costs (including cash expenditures and the value of stock consideration), drilling costs and other associated capitalized costs. Acquisitions are accounted for as purchases and, accordingly, the results of operations are included in the accompanying statements of income and comprehensive income from the closing date of the acquisition. Purchase prices are allocated to acquired assets based on their estimated fair value at the time of the acquisition. In the past, acquisitions have been funded with internal cash flow, bank borrowings and the issuance of equity securities. Purchases of properties and development capital expenditures that were in accounts payable and not yet paid in cash at December 31, 2012 and 2011 were approximately \$92 million and \$106 million, respectively.

Certain acquisitions in 2010 were purchased using the services of, or purchased from, parties considered to be related to the Company or the Company's Chief Executive Officer, Michael L. Reger (see Note 7). Subsequent to 2010, no acquisition transactions have been purchased using the services of, or purchased from, parties considered to be related to the Company or the Company's Chief Executive Officer. All transactions involving related parties were approved by the Company's board of directors or audit committee.

### 2012 Acquisitions

During 2012, the Company acquired approximately 17,590 net acres, for an average cost of approximately \$1,788 per net acre, in its key prospect areas in the form of effective leases, and earned an additional 6,450 net acres through farm-in arrangements.

### 2011 Acquisitions

During 2011, the Company acquired approximately 43,239 net acres, for an average cost of approximately \$1,832 per net acre, in its key prospect areas in the form of effective leases.

### 2010 Acquisitions

During 2010, the Company acquired approximately 56,858 net acres, for an average cost of approximately \$1,043 per net acre, in its key prospect areas in the form of effective leases.

During 2010, the Company acquired acreage using common stock for a portion of the acquisition cost. A summary of the significant transactions is as follows:

<b>Date</b>	<b>Net Acres Acquired</b>	<b>Common Stock Issued</b>	<b>Fair Value of Common Stock Issued</b>	<b>Cash Consideration</b>	<b>Total Consideration</b>
June 2010	3,498	382,645	\$ 5,360,856	\$ 741,464	\$ 6,102,320
July 2010	3,352	444,186	\$ 6,529,534	-	\$ 6,529,534

In December of 2010, the Company acquired a 50% working interest from Slawson Exploration Company, Inc. ("Slawson") in approximately 14,538 net acres in Richland County, Montana for approximately \$1.7 million in cash. That acquisition accounted for approximately 12.8% of the total number of net acres the Company acquired during 2010. No other acquisition involved more than 10% of the total acreage the Company acquired during the year.

### Divestitures

In April 2011, the Company sold its interest in the Anvil project for \$5.0 million. As of the date of sale, the Company's cost basis in the Anvil project was \$1.8 million. The Company sold its interest in the project along with Slawson, who also desired to sell its entire interest in the project. Slawson had drilled and completed one well in the project area prior to the divestiture – the Mayhem #1-19H well – and the Company retained its interest in that wellbore in connection with the divestiture. The proceeds from the sale were applied to reduce the capitalized costs of crude oil and natural gas properties. In the fourth quarter of 2012, the Company sold its interest in certain North Dakota and Montana properties covering 835 net acres for \$0.9 million in consideration.

From time-to-time the Company may also trade leasehold interests with operators to balance working interests in spacing units to facilitate and encourage a more expedited development of the Company's acreage.

### Unproved Properties

Unproved properties not being amortized comprise approximately 63,000 net acres and 117,000 net acres of undeveloped leasehold interests at December 31, 2012 and 2011, respectively. The Company believes that the majority of its unproved costs will become subject to depletion within the next five years by proving up reserves relating to the acreage through exploration and development activities, by impairing the acreage that will expire before the Company can explore or develop it further or by determining that further exploration and development activity will not occur. The timing by which all other properties will become subject to depletion will be dependent upon the timing of future drilling activities and delineation of its reserves.

Excluded costs for unproved properties are accumulated by year. Costs are reflected in the full cost pool as the properties are proved or as costs are evaluated and deemed impaired. The Company anticipates these excluded costs will be included in the depletion computation over the next five years. The Company is unable to predict the future impact on depletion rates. The following is a summary of capitalized costs excluded from depletion at December 31, 2012 by year incurred.

	Year Ended December 31,			
	2012	2011	2010	Prior Years
Property Acquisition	18,629,120	\$ 33,133,410	\$ 16,868,094	\$ 14,103,615
Development	193,017	-	-	-
Total	18,822,137	\$ 33,133,410	\$ 16,868,094	\$ 14,103,615

All properties that are not classified as proved properties are considered unproved properties and, thus, the costs associated with such properties are not subject to depletion. Once a property is classified as proved, all associated acreage and drilling costs are subject to depletion.

The Company historically has acquired its properties by purchasing individual or small groups of leases directly from mineral owners or from landmen or lease brokers, which leases historically have not been subject to specified drilling projects, and by purchasing lease packages in identified project areas controlled by specific operators. The Company generally participates in drilling activities by electing whether to participate in each well on a well-by-well basis at the time wells are proposed for drilling, with the exception of the defined drilling projects with Slawson described below.

As of December 31, 2012, the Company was participating in three defined drilling projects with Slawson, with participation interests ranging between 4.5% and 50%, covering an aggregate of approximately 19,467 net acres of leasehold interests held by the Company. The areas cover the Windsor project area (4.5% participation interest), which includes approximately 2,063 net acres held by the Company, primarily located in Mountrail and surrounding counties of North Dakota. The South West Big Sky project (20% participation interest) includes approximately 5,449 total net acres held by the Company in Richland County, Montana. The Lambert project (50% participation interest) includes approximately 11,955 net acres held by the Company in Richland County, Montana.

## **NOTE 5 REVOLVING CREDIT FACILITY AND LONG TERM DEBT**

### Revolving Credit Facility

As of December 31, 2011, the Company maintained a \$500 million revolving credit facility that was secured by substantially all of its assets with a maturity of May 26, 2014. The Company had \$69.9 million of borrowings under that revolving credit facility at December 31, 2011. At December 31, 2011, the Company had a borrowing base of \$150 million, subject to a \$120 million aggregate maximum credit amount that provided \$50.1 million of additional borrowing capacity under that facility.

In February 2012, the Company entered into an amended and restated credit agreement providing for a revolving credit facility (the "Revolving Credit Facility"), which replaced its previous revolving credit facility with a syndicated facility. The Revolving Credit Facility, which is secured by substantially all of the Company's assets, provides for a commitment equal to the lesser of the facility amount or the borrowing base. At December 31, 2012, the facility amount was \$750 million, the borrowing base was \$350 million and there was a \$124 million outstanding balance, leaving \$226 million of borrowing capacity available under the facility. Under the terms of the Revolving Credit Facility, the Company is limited to \$500 million of permitted additional indebtedness, as defined, provided that the borrowing base will be reduced by 25% of the stated amount of any such permitted additional indebtedness. The \$300 million in Notes described below is "permitted additional indebtedness" as defined in the Revolving Credit Facility.

The Revolving Credit Facility matures on January 1, 2017 and provides for a borrowing base subject to redetermination semi-annually each April and October and for event-driven unscheduled redeterminations. Borrowings under the Revolving Credit Facility can either be at the Alternate Base Rate (as defined) plus a spread ranging from 0.75% to 1.75% or LIBOR borrowings at the Adjusted LIBOR Rate (as defined) plus a spread ranging from 1.75% to 2.75%. The applicable spread is dependent upon amount of borrowings relative to the borrowing base. The Company may elect, from time to time, to convert all or any part of its LIBOR loans to base rate loans or to convert all or any of the base rate loans to LIBOR loans. A commitment fee is paid on the undrawn balance based on an annual rate of either 0.375% or 0.50%. At December 31, 2012, the commitment fee was 0.375% and the interest rate margin was 2.0% on LIBOR loans and 1.0% on base rate loans.

The Revolving Credit Facility contains negative covenants that limit the Company's ability, among other things, to pay any cash dividends, incur additional indebtedness, sell assets, enter into certain hedging contracts, change the nature of its business or operations, merge, consolidate, or make investments. In addition, the Company is required to maintain a ratio of debt to EBITDAX (as defined in the credit agreement) of no greater than 4.0 to 1.0, maintain a ratio of EBITDAX to interest expense (as defined in the credit agreement) of not less than 3.0 to 1.0 and a current ratio (as defined in the credit agreement) of no less than 1.0 to 1.0. The Company was in compliance with its covenants under the Revolving Credit Facility at December 31, 2012.

All of the Company's obligations under the Revolving Credit Facility are secured by a first priority security interest in any and all assets of the Company.

#### 8.000% Senior Notes Due 2020

On May 18, 2012, the Company issued \$300 million aggregate principal amount of 8.000% senior unsecured notes due June 1, 2020 (the "Notes"). Interest is payable on the Notes semi-annually in arrears on each of June 1 and December 1, commencing December 1, 2012. The Company currently does not have any subsidiaries and, as a result, the Notes will not be guaranteed initially. Any subsidiaries the Company forms in the future may be required to unconditionally guarantee, jointly and severally, payment obligation under the Notes on a senior unsecured basis. The issuance of these Notes resulted in net proceeds to the Company of approximately \$291.2 million, which are in use to fund the Company's exploration, development and acquisition program and for general corporate purposes (including repayment of borrowings that were outstanding under the Revolving Credit Facility at the time the Notes were issued).

At any time prior to June 1, 2015, the Company may redeem up to 35% of the Notes at a redemption price of 108% of the principal amount, plus accrued and unpaid interest to the redemption date, with the proceeds of certain equity offerings, so long as the redemption occurs within 180 days of completing such equity offering and at least 65% of the aggregate principal amount of the Notes remains outstanding after such redemption. Prior to June 1, 2016, the Company may redeem some or all of the Notes for cash at a redemption price equal to 100% of their principal amount plus an applicable make-whole premium and accrued and unpaid interest to the redemption date. On and after June 1, 2016, the Company may redeem some or all of the Notes at redemption prices (expressed as percentages of principal amount) equal to 104% for the twelve-month period beginning on June 1, 2016, 102% for the twelve-month period beginning June 1, 2017 and 100% beginning on June 1, 2018, plus accrued and unpaid interest to the redemption date.

On May 18, 2012, in connection with the issuance of the Notes, the Company entered into an Indenture (the "Indenture"), by and among the Company and Wilmington Trust, National Association, as trustee (the "Trustee").

The Indenture restricts the Company's ability to: (i) incur additional debt or enter into sale and leaseback transactions; (ii) pay distributions on, redeem or, repurchase equity interests; (iii) make certain investments; (iv) incur liens; (v) enter into transactions with affiliates; (vi) merge or consolidate with another company; and (vii) transfer and sell assets. These covenants are subject to a number of important exceptions and qualifications. If at any time when the Notes are rated investment grade by both Moody's Investors Service, Inc. and Standard & Poor's Ratings Services and no Default (as defined in the Indenture) has occurred and is continuing, many of such covenants will terminate and the Company and its subsidiaries (if any) will cease to be subject to such covenants.

The Indenture contains customary events of default, including:

- default in any payment of interest on any Note when due, continued for 30 days;
- default in the payment of principal or premium, if any, on any Note when due;
- failure by the Company to comply with its other obligations under the Indenture, in certain cases subject to notice and grace periods;
- payment defaults and accelerations with respect to other indebtedness of the Company and certain of its subsidiaries, if any, in the aggregate principal amount of \$25 million or more;
- certain events of bankruptcy, insolvency or reorganization of the Company or a significant subsidiary or group of restricted subsidiaries that, taken together, would constitute a significant subsidiary;
- failure by the Company or any significant subsidiary or group of restricted subsidiaries that, taken together, would constitute a significant subsidiary to pay certain final judgments aggregating in excess of \$25 million within 60 days; and
- any guarantee of the Notes by a guarantor ceases to be in full force and effect, is declared null and void in a judicial proceeding or is denied or disaffirmed by its maker.



## NOTE 6 COMMON AND PREFERRED STOCK

The Company's Articles of Incorporation authorize the issuance of up to 100,000,000 shares. The shares are classified in two classes, consisting of 95,000,000 shares of common stock, par value \$.001 per share, and 5,000,000 shares of preferred stock, par value \$.001 per share. The board of directors is authorized to establish one or more series of preferred stock, setting forth the designation of each such series, and fixing the relative rights and preferences of each such series. The Company has neither designated nor issued any shares of preferred stock.

### Common Stock

The following is a schedule of changes in the number of shares of common stock since the beginning of 2010:

	Year Ended December 31,		
	2012	2011	2010
Beginning Balance	63,330,421	62,129,424	43,911,044
Public Offerings	-	-	16,042,500
Stock Based Compensation	53,140	161,628	213,075
Stock Options Exercised	10,500	3,500	22,314
Restricted Stock Grants (Note 8)	837,239	786,263	1,058,000
Warrants Exercised	-	300,000	-
Issued for Acreage Purchases/Acquisitions	-	-	882,491
Other Surrenders	(698,678)	(50,394)	-
Ending Balance	<u>63,532,622</u>	<u>63,330,421</u>	<u>62,129,424</u>

### 2012 Activity

In 2012, a director of the Company exercised an aggregate of 10,500 stock options granted in 2007.

In 2012, the Company issued 53,140 shares of common stock in aggregate to executives and employees of the Company as compensation for their services. The shares were fully vested on the date of the grant. The fair value of the stock issued was approximately \$1.3 million. The value of the stock was between \$19.34 and \$24.89 per share, the market value of the shares of common stock on the date the stock was issued. The Company expensed approximately \$0.5 million in share-based compensation related to these fully vested shares in the year ended December 31, 2012. The remainder of fair value was capitalized into the full cost pool.

In 2012, 70,128 shares of common stock were surrendered by certain employees of the Company to cover tax obligations in connection with their restricted stock awards. The total value of these shares was approximately \$1.5 million, which was based on the market price on the date the shares were surrendered.

In 2012, 628,550 shares of common stock were surrendered by certain employees who terminated employment with the Company in connection with their restricted stock awards.

### 2011 Activity

In January 2011, CIT exercised the 300,000 warrants that were issued as part of a prior revolving credit facility. Total proceeds to the Company from the exercise of these warrants were \$1.5 million.

In 2011, the Company issued 161,628 shares of common stock in aggregate to executives, employees and directors of the Company as compensation for their services. The shares were fully vested on the date of the grant. The fair value of the stock issued was approximately \$4.3 million. The value of the stock was between \$17.81 and \$27.98 per share, the market value of the shares of common stock on the date the stock was issued. The Company expensed approximately \$1.4 million in share-based compensation related to these fully vested shares in the year ended December 31, 2011. The remainder of fair value was capitalized into the full cost pool.

In October 2011, a director of the Company exercised 3,500 stock options granted to him in 2007.

In 2011, 50,394 shares of common stock were surrendered by certain employees of the Company to cover tax obligations in connection with their restricted stock awards. The total value of these shares was approximately \$1.1 million, which was based on the market price on the date the shares were surrendered.

### 2010 Activity

In 2010, the Company issued 213,075 shares of common stock in aggregate to executives and employees of the Company as compensation for their services. The shares were fully vested on the date of the grant. The fair value of the stock issued was approximately \$4.3 million. The value of the stock was between \$12.32 and \$22.85 per share, the market value of the shares of common stock on the date the stock was issued. The Company expensed approximately \$1.7 million in share-based compensation related to these fully vested shares in the year ended December 31, 2010. The remainder of fair value was capitalized into the full cost pool.

In April 2010, the Company entered into an underwriting agreement to sell 5,750,000 shares of common stock at a price of \$15.00 less an underwriting discount of \$0.60 per share for total net proceeds of approximately \$82.8 million, *after deducting underwriters' discounts*. The Company incurred costs of \$300,000 related to this offering. These costs were netted against the proceeds of the offering through additional paid-in capital.

In November 2010, the Company entered into an underwriting agreement to sell 10,292,500 shares of common stock at a price of \$20.25 less an underwriting discount of \$0.81 per share for total net proceeds of approximately \$200.1 million, *after deducting underwriters' discounts*. The Company incurred costs of \$392,795 related to this offering. These costs were netted against the proceeds of the offering through additional paid-in capital.

During 2010, the Company acquired leasehold interest using common stock for a portion of the acquisition cost. A summary of these transactions is as follows:

Date	Common Stock Issued	Fair Value of Common Stock Issued
March 2010	10,287	\$ 99,475
June 2010	382,645	5,360,856
June 2010	14,167	238,006
July 2010	444,186	6,529,534
July 2010	31,206	451,551

### Stock Repurchase Program

In May 2011, the Company's board of directors approved a stock repurchase program to acquire up to \$150 million of the Company's outstanding common stock. The stock repurchase program will allow the Company to repurchase its shares from time to time in the open market, block transactions and in negotiated transactions. The Company has not made any repurchases under this program to date.

### Shelf Registration

In May 2010, the Company filed a shelf registration with the Securities and Exchange Commission to potentially offer securities which include debt securities or common stock. The securities will be offered at prices and on terms to be determined at the time of sale.

## **NOTE 7 RELATED PARTY TRANSACTIONS**

Carter Stewart, a former director of the Company (until August 2011), owned a 25% interest in Gallatin Resources, LLC ("Gallatin"). Legal counsel for Gallatin informed the Company that Mr. Stewart did not have the power to control Gallatin because each member of Gallatin has the right to vote on matters in proportion to their respective membership interest in the company and company matters are determined by a vote of the holders of a majority of membership interests. Further, Mr. Stewart was neither an officer nor a director of Gallatin. As such, Mr. Stewart did not have the ability to individually control company decisions for Gallatin. In 2010, the Company paid Gallatin a total of \$15,822 related to previously acquired leasehold interests. In 2011, the Company paid Gallatin a total of approximately \$6,500 related to previously acquired leasehold interests. In 2012, the Company paid Gallatin a total of approximately \$500 related to previously acquired leasehold interests.

The Company had a securities account with Morgan Stanley Smith Barney that was managed by Kathleen Gilbertson, a financial advisor with that firm who is the sister of the Company's former president and director, Ryan Gilbertson. The Company closed this account in August 2011.

All transactions involving related parties were approved by the Company's board of directors or Audit Committee.

## NOTE 8 STOCK OPTIONS/STOCK-BASED COMPENSATION AND WARRANTS

On April 26, 2011, the board of directors approved an amendment and restatement of the Northern Oil and Gas, Inc. 2009 Equity Incentive Plan (the "Plan"), which was approved at the annual meeting of shareholders. An additional 1,000,000 shares were authorized for grant under the Plan, resulting in an aggregate of 4,000,000 shares authorized for past and future grants under the Plan. The Plan is intended to provide a means whereby the Company may be able, by granting equity awards, to attract, retain and motivate capable and loyal employees, non-employee directors, consultants and advisors of the Company, for the benefit of the Company and its shareholders.

### Restricted Stock Awards

During the years ended December 31, 2012, 2011 and 2010, the Company issued 837,239, 786,263 and 1,058,000, respectively, restricted shares of common stock as compensation to officers, employees, and directors of the Company. The restricted shares vest over various terms with all restricted shares vesting no later than June 1, 2016. As of December 31, 2012, there was approximately \$6.8 million of total unrecognized compensation expense related to unvested restricted stock. This compensation expense will be recognized over the remaining vesting period of the grants. The Company has assumed a zero percent forfeiture rate for restricted stock.

The following table reflects the outstanding restricted stock awards and activity related thereto for the years ended December 31, 2012, 2011 and 2010:

	Year Ended December 31, 2012		Year Ended December 31, 2011		Year Ended December 31, 2010	
	Number of Shares	Weighted- Average Price	Number Of Shares	Weighted- Average Price	Number Of Shares	Weighted- Average Price
Restricted Stock Awards:						
Restricted Shares Outstanding at the Beginning of the Year	1,216,992	\$ 19.87	1,135,622	\$ 13.28	325,330	\$ 9.01
Shares Granted	837,239	19.91	786,263	27.11	1,058,000	14.08
Shares Forfeited	(628,550)	19.08	-	-	-	-
Lapse of Restrictions	(648,244)	21.83	(704,893)	17.32	(247,708)	11.11
Restricted Shares Outstanding at the End of the Year	<u>777,437</u>	<u>\$ 18.93</u>	<u>1,216,992</u>	<u>\$ 19.87</u>	<u>1,135,622</u>	<u>\$ 13.28</u>

### Stock Option Awards

On November 1, 2007, the board of directors granted options to purchase 560,000 shares of the Company's common stock under the Company's 2006 Incentive Stock Option Plan. The Company granted options to purchase 500,000 shares of the Company's common stock to members of the board and options to purchase 60,000 shares of the Company's common stock to one employee pursuant to an employment agreement. These options were granted at a price of \$5.18 per share and the optionees were fully vested on the grant date. As of December 31, 2012, options to purchase a total of 251,963 shares of the Company's common stock remain outstanding but unexercised. The board of directors determined that no future grants will be made pursuant to the 2006 Incentive Stock Option Plan. All future stock compensation will be issued under the 2009 Equity Incentive Plan.

The Company uses the Black-Scholes option valuation model to calculate stock-based compensation at the date of grant. Option pricing models require the input of highly subjective assumptions, including the expected price volatility. The Company used the simplified method to determine the expected term of the options due to the lack of sufficient historical data. Changes in these assumptions can materially affect the fair value estimate. The total fair value of the options is recognized as compensation over the vesting period. There have been no stock options granted in 2012, 2011, 2010, and 2009 under the 2006 Incentive Stock Option Plan or the 2009 Equity Incentive Plan. All exercises of options during 2012, 2011 and 2010 related to 2007 grants.

Changes in stock options for the years ended December 31, 2012, 2011, and 2010 were as follows:

	<b>Number of Shares</b>	<b>Weighted Average Exercise Price</b>	<b>Remaining Contractual Term (in Years)</b>	<b>Intrinsic Value</b>
<b>2012:</b>				
Beginning Balance	262,463	\$ -	-	-
Granted	-	-	-	-
Exercised	10,500	5.18	-	-
Forfeited	-	-	-	-
Outstanding at December 31	251,963	5.18	4.8	2,933,000
Exercisable	251,963	5.18	4.8	2,933,000
Ending Vested	251,963	5.18	4.8	2,933,000
Weighted Average Fair Value of Options Granted During Year		<u>\$ -</u>		
<b>2011:</b>				
Beginning Balance	265,963	\$ -	-	-
Granted	-	-	-	-
Exercised	3,500	5.18	-	-
Forfeited	-	-	-	-
Outstanding at December 31	262,463	5.18	5.8	4,934,000
Exercisable	262,463	5.18	5.8	4,934,000
Ending Vested	262,463	5.18	5.8	4,934,000
Weighted Average Fair Value of Options Granted During Year		<u>\$ -</u>		
<b>2010:</b>				
Beginning Balance	300,000	\$ -	-	-
Granted	-	-	-	-
Exercised	22,314	5.18	-	-
Forfeited	11,723	5.18	-	-
Outstanding at December 31	265,963	5.18	6.8	5,859,000
Exercisable	265,963	5.18	6.8	5,859,000
Ending Vested	265,963	5.18	6.8	5,859,000
Weighted Average Fair Value of Options Granted During Year		<u>\$ -</u>		

#### Currently Outstanding Options

- No options expired during the years ended December 31, 2012, 2011, and 2010.
- The Company recorded no compensation expense related to these options for the years ended December 31, 2012, 2011, and 2010. All of the compensation expense was reported in 2008 when the options vested. There is no further compensation expense that will be recognized in future years, relating to all options that have been granted as of December 31, 2012, because the Company recognized the entire fair value of such compensation upon vesting of the options.
- There were no unvested options at December 31, 2012, 2011, and 2010.

## Warrants Granted February 2009

On February 27, 2009, in conjunction with the closing of a prior revolving credit facility, the Company issued CIT warrants to purchase a total of 300,000 shares of common stock exercisable at \$5.00 per share. The total fair value of the warrants was calculated using the Black-Scholes valuation model based on factors present at the time the warrants were issued. The fair value of the warrants is included in debt issuance costs and is being amortized over the term of the facility. CIT exercised the warrants in January 2011.

## **NOTE 9 COMMITMENTS & CONTINGENCIES**

### Litigation

The Company is engaged in proceedings incidental to the normal course of business. Due to their nature, such legal proceedings involve inherent uncertainties, including but not limited to, court rulings, negotiations between affected parties and governmental intervention. Based upon the information available to the Company and discussions with legal counsel, it is the Company's opinion that the outcome of the various legal actions and claims that are incidental to its business will not have a material impact on the financial position, results of operations or cash flows. Such matters, however, are subject to many uncertainties, and the outcome of any matter is not predictable with assurance.

The Company is party to a quiet title action in North Dakota that relates to its interest in certain crude oil and natural gas leases. In the event the action results in a final judgment that is adverse to the Company, the Company would be required to reverse approximately \$1.3 million in revenue (net of accrued taxes) that has been accrued since the second quarter of 2008 based on the Company's purported interest in the crude oil and natural gas leases at issue, \$0.2 million of which relates to the year ended December 31, 2012. The Company fully maintains the validity of its interest in the crude oil and natural gas leases, and is vigorously defending such interest.

## **NOTE 10 ASSET RETIREMENT OBLIGATION**

The Company has asset retirement obligations associated with the future plugging and abandonment of proved properties and related facilities. Initially, the fair value of a liability for an asset retirement obligation is recorded in the period in which it is incurred and a corresponding increase in the carrying amount of the related long lived asset. The liability is accreted to its present value each period, and the capitalized cost is depreciated over the useful life of the related asset. If the liability is settled for an amount other than the recorded amount, a gain or loss is recognized. The Company has no assets that are legally restricted for purposes of settling asset retirement obligations. No settlements of asset retirement obligations have occurred during the periods presented.

The following table summarizes the company's asset retirement obligation transactions recorded during the year ended December 31, 2012 and 2011.

	<b>Year Ended December 31</b>	
	<b>2012</b>	<b>2011</b>
Beginning Asset Retirement Obligation	\$ 916,622	\$ 459,326
Liabilities Incurred for New Wells Placed in Production	539,727	401,241
Accretion of Discount on Asset Retirement Obligations	86,193	56,055
Ending Asset Retirement Obligation	<u>\$ 1,542,542</u>	<u>\$ 916,622</u>

## **NOTE 11 INCOME TAXES**

The Company utilizes the asset and liability approach to measuring deferred tax assets and liabilities based on temporary differences existing at each balance sheet date using currently enacted tax rates. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

The income tax provision for the year ended December 31, 2012, 2011, and 2010 consists of the following:

	<b>2012</b>	<b>2011</b>	<b>2010</b>
Current Income Taxes	\$ 17,772	\$ 2,300	\$ -
Deferred Income Taxes			
Federal	39,850,000	22,982,000	3,625,000
State	3,134,000	3,851,000	794,000
Total Expense	<u>\$ 43,001,772</u>	<u>\$ 26,835,300</u>	<u>\$ 4,419,000</u>

The following is a reconciliation of the reported amount of income tax expense for the years ended December 31, 2012, 2011, and 2010 to the amount of income tax expenses that would result from applying the statutory rate to pretax income.

Reconciliation of reported amount of income tax expense:

	<b>2012</b>	<b>2011</b>	<b>2010</b>
Income Before Taxes and NOL	\$ 115,286,396	\$ 67,446,792	\$ 11,336,300
Federal Statutory Rate	X 35%	X 35%	X 34%
Taxes Computed at Federal Statutory Rates	40,350,000	23,606,000	3,854,000
State Taxes, Net of Federal Taxes	2,086,772	2,408,300	524,000
Executive Compensation Deductibility Limits	523,000	617,000	-
Other	42,000	204,000	41,000
Reported Provision	<u>\$ 43,001,772</u>	<u>\$ 26,835,300</u>	<u>\$ 4,419,000</u>

At December 31, 2012, 2011 and 2010, the Company has a net operating loss carryforward for Federal income tax purposes of \$519.3 million, \$220.2 million and \$62.1 million, respectively. If unutilized, the federal net operating losses will expire in 2027-2032.

The components of the Company's deferred tax asset (liability) were as follows:

	<b>Year Ended December 31</b>	
	<b>2012</b>	<b>2011</b>
Deferred Tax Assets		
Current:		
Share Based Compensation	\$ 2,384,000	\$ 866,000
Accrued Interest	751,000	-
Derivative Liability	-	3,629,000
Other	201,000	34,000
Total Current	<u>3,336,000</u>	<u>4,529,000</u>
Non-Current:		
Net Operating Loss Carryforwards (NOLs)	194,473,000	84,714,000
Derivative Liability	295,000	998,000
Other	65,000	58,000
Total Non-Current	<u>194,833,000</u>	<u>85,770,000</u>
Total Deferred Tax Asset	<u>\$ 198,169,000</u>	<u>\$ 90,299,000</u>
Deferred Tax Liabilities		
Current:		
Derivative Asset	(1,538,000)	-
Other	(103,000)	(57,000)
Total Current	<u>\$ (1,641,000)</u>	<u>\$ (57,000)</u>
Non-Current:		
Crude Oil and Natural Gas Properties and Other Property	(271,008,000)	(121,699,000)
Total Non-Current	<u>(271,008,000)</u>	<u>(121,699,000)</u>
Total Deferred Tax Liability	<u>(272,649,000)</u>	<u>(121,756,000)</u>
Total Net Deferred Tax Liability	<u>\$ (74,480,000)</u>	<u>\$ (31,457,000)</u>



Tax benefits are recognized only for tax positions that are more likely than not to be sustained upon examination by tax authorities. The amount recognized is measured as the largest amount of benefit that is greater than 50 percent likely to be realized upon ultimate settlement. Unrecognized tax benefits are tax benefits claimed in the Company's tax returns that do not meet these recognition and measurement standards.

The Company has no liabilities for unrecognized tax benefits.

The Company's policy is to recognize potential interest and penalties accrued related to unrecognized tax benefits within income tax expense. For the years ended December 31, 2012, 2011 and 2010, the Company did not recognize any interest or penalties in its statements of comprehensive income, nor did it have any interest or penalties accrued in its balance sheet at December 31, 2012 and 2011 relating to unrecognized benefits.

The tax years 2012, 2011, and 2010 remain open to examination for federal income tax purposes and by the other major taxing jurisdictions to which the Company is subject.

## **NOTE 12 OPERATING LEASES**

### Vehicles

The Company leases vehicles under noncancelable operating leases. Total lease expense under the agreements was approximately \$48,000, \$63,000 and \$58,000 for the years ended December 31, 2012, 2011, and 2010, respectively.

Minimum future lease payments under these vehicle leases are as follows:

<b>Year Ended December 31,</b>	<b>Amount</b>
2013	\$ 20,000
2014	9,000
Total	<u>\$ 29,000</u>

### Building

Effective November 2011, the Company extended their original operating lease agreement on 3,044 square feet of office space and added an additional 1,609 square feet of office space, for a total of 4,653 square feet. The two leases require initial gross monthly lease payments of \$18,612. The monthly payments increase by 4% on each anniversary date. The leases expire in November 2015. The Company also has annual and month to month lease agreements related to storage and parking spaces. Total rent expense under the agreements was approximately \$217,000, \$150,000 and \$148,000 for the years ended December 31, 2012, 2011, and 2010, respectively.

The Company has prepaid the last three months rent in the amount of \$53,553. Minimum future lease payments under the building leases are as follows:

<b>Year Ended December 31,</b>	<b>Amount</b>
2013	\$ 245,000
2014	242,000
2015	177,000
Total	<u>\$ 664,000</u>



The Company received \$91,320 of landlord incentives under the original lease agreement and an additional \$58,620 under the lease for the additional 1,609 square feet. The Company has recorded a deferred rent liability for these amounts that are being amortized over the term of the leases.

### NOTE 13 FAIR VALUE

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The Company uses a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value which are the following:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The following schedule summarizes the valuation of financial instruments measured at fair value on a recurring basis in the balance sheet as of December 31, 2012 and 2011.

Fair Value Measurements at December 31, 2012 Using			
	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Commodity Derivatives - Current Asset (crude oil swaps and collars)	\$ -	\$ 4,095,197	\$ -
Commodity Derivatives - Non-Current Asset (crude oil swaps and collars)	-	1,763,008	-
Commodity Derivatives - Non-Current Liability (crude oil swaps and collars)	-	(2,547,745)	-
Total	\$ -	\$ 3,310,460	\$ -

Fair Value Measurements at December 31, 2011 Using			
	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Commodity Derivatives - Current Liability (crude oil swaps and collars)	\$ -	\$ (9,363,068)	\$ -
Commodity Derivatives - Non-Current Liability (crude oil swaps and collars)	-	(2,574,903)	-
Total	\$ -	\$ (11,937,971)	\$ -

Level 2 assets and liabilities consist of derivative assets and liabilities (see Note 15), the Revolving Credit Facility (see Note 5) and the Senior Notes (see Note 4). The fair value of the Company's derivative financial instruments is determined based upon future prices, volatility and time to maturity, among other things. Counterparty statements are utilized to determine the value of the commodity derivative instruments and are reviewed and corroborated using various methodologies and significant observable inputs. The Company's and the counterparties' nonperformance risk is evaluated. The fair value of all derivative contracts is reflected on the balance sheet. The current derivative asset and liability amounts represent the fair values expected to be settled in the subsequent year. The book value of the Revolving Credit Facility approximates fair value because of its floating rate structure. The fair value of our 8% senior notes is based on an end of period market quote.

The Company's long-term debt is not measured at fair value on the balance sheets and the fair value is being provided for disclosure purposes. At December 31, 2012, the Company had \$300 million of senior unsecured notes and \$124 million under the Revolving Credit Facility outstanding with a fair value of \$310.5 million and \$124 million, respectively. At December 31, 2011, the Company had \$69.9 million outstanding under a revolving credit facility. The estimated fair value of debt was based upon quoted market prices and, where such prices were not available, other observable inputs regarding interest rates available to the Company at the end of each respective period.

Though the Company believes the methods used to estimate fair value are consistent with those used by other market participants, the use of other methods or assumptions could result in a different estimate of fair value. There were no transfers of financial assets or liabilities between Level 1 and Level 2 inputs for the years ended December 31, 2012 and 2011.

#### **NOTE 14 FINANCIAL INSTRUMENTS**

The Company's non-derivative financial instruments include cash and cash equivalents, accounts receivable and accounts payable and are not measured at fair value on the balance sheets. The carrying amount of these non-derivative financial instruments approximates their fair values.

The Company's accounts receivable relate to crude oil and natural gas sold to various industry companies. Credit terms, typical of industry standards, are of a short-term nature and the Company does not require collateral. Management believes the Company's accounts receivable at December 31, 2012 and 2011 do not represent significant credit risks as they are dispersed across many counterparties. The Company has determined that no allowance for doubtful accounts is necessary at December 31, 2012 and 2011. As of December 31, 2012, outstanding derivative contracts with commercial banks participating in the Revolving Credit Facility represent all of the Company's crude oil volumes hedged. These commercial banks have investment-grade ratings from Moody's and Standard & Poor and are lenders under the Revolving Credit Facility and management believes this does not represent a significant credit risk.

#### **NOTE 15 DERIVATIVE INSTRUMENTS AND PRICE RISK MANAGEMENT**

The Company utilizes commodity swap contracts and costless collars (purchased put options and written call options) to (i) reduce the effects of volatility in price changes on the crude oil commodities it produces and sells, (ii) reduce commodity price risk and (iii) provide a base level of cash flow in order to assure it can execute at least a portion of its capital spending.

On November 1, 2009, due to the volatility of price differentials in the Williston Basin, the Company de-designated all derivatives that were previously classified as cash flow hedges and, in addition, the Company has elected not to designate any subsequent derivative contracts as cash flow hedges. Beginning on November 1, 2009, all derivative positions are carried at their fair value on the balance sheet and are marked-to-market at the end of each period. Any realized gains and losses are recorded to loss on settled derivatives and unrealized gains or losses are recorded to unrealized gain (loss) on derivative instruments on the statements of comprehensive income rather than as a component of other comprehensive income (loss) or other income (expense).

The Company has master netting agreements on individual crude oil contracts with certain counterparties and therefore the current asset and liability are netted on the balance sheet and the non-current asset and liability are netted on the balance sheet for contracts with these counterparties.

### Crude Oil Derivative Contracts Cash-flow Hedge

Prior to November 1, 2009, all derivative positions that qualified for hedge accounting were designated on the date the Company entered into the contract as a hedge against the variability in cash flows associated with the forecasted sale of future crude oil production. The cash flow hedges were valued at the end of each period and adjustments to the fair value of the contract prior to settlement were recorded on the statement of stockholders' equity as other comprehensive income. Upon settlement, the gain (loss) on the cash flow hedge was recorded as an increase or decrease in revenue on the statements of comprehensive income. The Company reports average crude oil and natural gas prices and revenues including the net results of hedging activities.

The net mark-to-market loss on the Company's remaining swaps that qualified for cash flow hedge accounting at the date the decision was made to discontinue hedge accounting totaled approximately \$101,000 as of December 31, 2011. The Company has recorded that amount as accumulated other comprehensive income in stockholders' equity and the entire amount was amortized into revenues as the original forecasted hedged crude oil production occurred in the first quarter of 2012.

### Crude Oil Derivative Contracts Cash-flow Not Designated as Hedges

The Company had a realized loss on settled derivatives of \$391,420, \$13,407,878 and \$469,607 for the years ended December 31, 2012, 2011 and 2010, respectively. The Company had an unrealized gain (loss) on derivative instruments of \$15,147,122, \$3,072,229 and (\$14,545,477) for the years ended December 31, 2012, 2011 and 2010, respectively.

The following table reflects open commodity swap contracts as of December 31, 2012, the associated volumes and the corresponding fixed price.

<b>Settlement Period</b>	<b>Oil (Barrels)</b>	<b>Fixed Price</b>
<b>Swaps-Crude Oil</b>		
01/01/13 – 12/31/14	480,000	\$ 91.65
01/01/13 – 12/31/13	300,000	89.50
01/01/13 – 12/31/13	240,000	91.10
01/01/13 – 12/31/13	120,000	94.50
07/01/13 – 12/31/13	60,000	102.30
01/01/14 – 06/30/14	300,000	89.50
01/01/14 – 06/30/14	240,000	90.00
07/01/14 – 12/31/14	120,000	90.00
01/01/14 – 12/31/14	120,000	91.35
01/01/14 – 12/31/14	120,000	90.00
01/01/14 – 12/31/14	240,000	90.15
01/01/14 – 12/31/14	240,000	91.00
01/01/14 – 06/30/14	240,000	100.00
07/01/14 – 12/31/14	120,000	90.00
07/01/14 – 12/31/14	120,000	93.50
07/01/14 – 12/31/14	30,000	90.58

As of December 31, 2012, the Company had a total volume on open commodity swaps of 3,090,000 barrels at a weighted average price of approximately \$ 91.72 .

The following table reflects the weighted average price of open commodity derivative contracts as of December 31, 2012, by year with associated volumes.

<b>Weighted Average Price Of Open Commodity Swap Contracts</b>		
<b>Year</b>	<b>Volumes (Bbl)</b>	<b>Weighted Average Price</b>
2013	960,000	\$ 91.86
2014	2,130,000	91.65

In addition to the open commodity swap contracts the Company has entered into costless collars. The costless collars are used to establish floor and ceiling prices on anticipated crude oil production. There were no premiums paid or received by the Company related to the costless collar agreements. The following table reflects open costless collar agreements as of December 31, 2012.

Term	Oil (Barrels)	Floor/Ceiling Price	Basis
<b>Costless Collars – Crude Oil</b>			
01/01/13 – 12/31/13	149,515	\$ 90.00/ \$103.50	NYMEX
01/01/13 – 12/31/13	139,791	\$ 90.00/ \$106.50	NYMEX
01/01/13 – 12/31/13	224,900	\$ 90.00/ \$110.00	NYMEX
01/01/13 – 12/31/13	182,269	\$ 95.00/ \$107.00	NYMEX
01/01/13 – 12/31/13	480,000	\$ 95.00/ \$110.70	NYMEX
01/01/13 – 12/31/13	760,794	\$85.00/\$98.00	NYMEX
01/01/13 – 12/31/13	120,000	\$90.25/\$97.95	NYMEX
07/01/13 – 12/31/13	96,000	\$ 95.00/ \$106.90	NYMEX
01/01/14 – 12/31/14	240,000	\$90.00/\$99.05	NYMEX

The following table sets forth the amounts, on a gross basis, and classification of the Company's outstanding derivative financial instruments at December 31, 2012 and 2011, respectively. Certain amounts may be presented on a net basis on the consolidated financial statements when such amounts are with the same counterparty and subject to a master netting arrangement:

Type of Crude Oil Contract	Balance Sheet Location	December 31, Estimated Fair Value	
		2012	2011
Derivative Assets:			
Swap Contracts	Current assets/liabilities	\$ 680,647	\$ 285,126
Swap Contracts	Non-current assets	1,977,722	-
Costless Collars	Current assets/liabilities	11,769,415	1,932,884
Costless Collars	Non-current asset/liabilities	5,629,996	8,766,484
Total Derivative Assets		<u>\$ 20,057,780</u>	<u>\$ 10,984,494</u>
Derivative Liabilities:			
Swap Contracts	Current assets/liabilities	\$ (2,037,070)	\$ (8,383,588)
Swap Contracts	Non-current assets	(3,170,945)	-
Costless Collars	Current assets/liabilities	(6,317,795)	(3,197,490)
Costless Collars	Non-current assets/liabilities	(5,221,510)	(11,341,387)
Total Derivative Liabilities		<u>\$ (16,747,320)</u>	<u>\$ (22,922,465)</u>

The following disclosures are applicable to the Company's financial statements, as of December 31, 2012, 2011 and 2010:

Derivative Type	Location of Loss for Effective and Ineffective Portion of Derivative in Income	Amount of Loss Reclassified from AOCI into Income		
		Year Ended December 31		
		2012	2011	2010
Commodity – Cash Flow	Loss on Settled Derivatives	\$ 101,309	\$ 1,157,775	\$ 1,157,554

The use of derivative transactions involves the risk that the counterparties will be unable to meet the financial terms of such transactions. In some instances, the Company has netting arrangements with its counterparties that provide for offsetting payables against receivables from separate derivative instruments.

## NOTE 16 EARNINGS PER SHARE

The following is a reconciliation of the numerator and denominator used to calculate basic earnings per share and diluted earnings per share for the years ended December 31, 2012, 2011, and 2010:

	2012			2011			2010		
	Net Income	Shares	Per Share	Net Income	Shares	Per Share	Net Income	Shares	Per Share
Basic EPS	\$72,284,624	62,485,836	\$ 1.16	\$40,611,492	61,789,289	\$ 0.66	\$6,917,300	50,387,203	\$ 0.14
Dilutive Effect of Options	-	383,243	(0.01)	-	406,051	(0.01)	-	391,042	
Diluted EPS	\$72,284,624	62,869,079	\$ 1.15	\$40,611,492	62,195,340	\$ 0.65	\$6,917,300	50,778,245	\$ 0.14

For the year ended December 31, 2012 and 2011 restricted stock of 18,348 and 29,876 shares of common stock were excluded from EPS due to the anti-dilutive effect.

## NOTE 17 EMPLOYEE BENEFIT PLANS

In 2009, the Company adopted a defined contribution 401(k) plan for substantially all of its employees. The plan provides for Company matching of employee contributions to the plan, at the Company's discretion. During 2012, 2011 and 2010, the Company provided a match contribution equal to 100% of an eligible employee's deferral contribution, up to 8% of the employee's earnings up to the maximum allowable amount. The Company contributed approximately \$189,000, \$103,000 and \$80,000 to the 401(k) plan for the years ended December 31, 2012, 2011 and 2010, respectively.

## NOTE 18 SEVERANCE ARRANGEMENTS

The Company's former president, Ryan Gilbertson, resigned effective October 1, 2012. In connection with his resignation, the Company and Mr. Gilbertson entered into a separation and release agreement and a consulting agreement (collectively, the "New Agreements"), which terminate and supersede his prior employment agreement with the Company (except for certain surviving provisions). Pursuant to the New Agreements, Mr. Gilbertson's outstanding and unvested restricted stock awards will continue to vest on their original vesting schedules, so long as Mr. Gilbertson does not terminate the consulting agreement and the Company does not terminate the consulting agreement for cause (as defined). In addition, pursuant to the New Agreements the Company will (i) provide Mr. Gilbertson with a prorated portion of his 2012 year-end bonus (based on predetermined performance metrics and as determined by the Company's compensation committee following the end of 2012), (ii) buy out the lease and transfer title to Mr. Gilbertson on his Company-leased vehicle, and (iii) reimburse Mr. Gilbertson for continuation coverage pursuant to COBRA on the Company's health plans for up to 18 months.

In connection with the New Agreements, the Company concluded the unvested restricted stock awards were modified in connection with the change in Mr. Gilbertson's employment status and service requirements. Because the Company expects Mr. Gilbertson's awards will vest under the modified conditions but his period of active service in substance has concluded, \$4.3 million of share based compensation costs was reflected in general and administrative expense during the third quarter of 2012 related to the modified awards. Additionally, the cash expenses estimated for Mr. Gilbertson's prorated 2012 bonus, Company-leased vehicle and continuation coverage pursuant to COBRA was estimated at approximately \$0.6 million and was reflected in general and administrative expense during the third quarter of 2012.

On October 16, 2012, the Company terminated the employment of its Chief Operating Officer, James R. Sankovitz. Mr. Sankovitz's termination was "not for cause" under his existing employment agreement with the Company, and as a result he is entitled to certain severance benefits which includes a single lump-sum payment of one times his \$325,000 base salary. In addition, the Company agreed to buy out the lease and transfer title to Mr. Sankovitz on his Company-leased vehicle, and reimburse Mr. Sankovitz for continuation coverage pursuant to COBRA on the Company's health plans for up to 18 months.

**SUPPLEMENTAL OIL AND GAS INFORMATION**  
**(UNAUDITED)**

**Oil and Natural Gas Exploration and Production Activities**

Oil and gas sales reflect the market prices of net production sold or transferred with appropriate adjustments for royalties, net profits interest, and other contractual provisions. Production expenses include lifting costs incurred to operate and maintain productive wells and related equipment including such costs as operating labor, repairs and maintenance, materials, supplies and fuel consumed. Production taxes include production and severance taxes. Depletion of crude oil and natural gas properties relates to capitalized costs incurred in acquisition, exploration, and development activities. Results of operations do not include interest expense and general corporate amounts. The results of operations for the company's crude oil and natural gas production activities are provided in the Company's related statements of income.

***Costs Incurred and Capitalized Costs***

The costs incurred in crude oil and natural gas acquisition, exploration and development activities are highlighted in the table below.

	<b>Year Ended December 31,</b>		
	<b>2012</b>	<b>2011</b>	<b>2010</b>
Costs Incurred for the Year:			
Proved Property Acquisition	\$ 24,791,828	\$ 53,497,199	\$ 2,236,167
Unproved Property Acquisition	27,304,425	57,867,660	72,308,719
Development	485,392,505	302,594,511	123,933,003
<b>Total</b>	<b>\$ 537,488,758</b>	<b>\$ 413,959,370</b>	<b>\$ 198,477,889</b>

Excluded costs for unproved properties are accumulated by year. Costs are reflected in the full cost pool as the drilling costs are incurred or as costs are evaluated and deemed impaired. The Company anticipates these excluded costs will be included in the depletion computation over the next five years. The Company is unable to predict the future impact on depletion rates. The following is a summary of capitalized costs excluded from depletion at December 31, 2012 by year incurred.

	<b>Year Ended December 31,</b>			
	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>Prior Years</b>
Property Acquisition	\$ 18,629,120	\$ 33,133,410	\$ 16,868,094	\$ 14,103,615
Development	193,017	-	-	-
<b>Total</b>	<b>\$ 18,822,137</b>	<b>\$ 33,133,410</b>	<b>\$ 16,868,094</b>	<b>\$ 14,103,615</b>

**Oil and Natural Gas Reserves and Related Financial Data**

Information with respect to the Company's crude oil and natural gas producing activities is presented in the following tables. Reserve quantities, as well as certain information regarding future production and discounted cash flows, were determined by Ryder Scott Company, independent petroleum consultants based on information provided by the Company.

***Oil and Natural Gas Reserve Data***

The following tables present the Company's independent petroleum consultants' estimates of its proved crude oil and natural gas reserves. The Company emphasizes that reserves are approximations and are expected to change as additional information becomes available. Reservoir engineering is a subjective process of estimating underground accumulations of crude oil and natural gas that cannot be measured in an exact way, and the accuracy of any reserve estimate is a function of the quality of available data and of engineering and geological interpretation and judgment.

	<b>Natural Gas (MCF)</b>	<b>Oil (BBLs)</b>
Proved Developed and Undeveloped Reserves at December 31, 2009	<u>1,760,923</u>	<u>5,815,579</u>
Revisions of Previous Estimates	625,103	514,899
Extensions, Discoveries and Other Additions	8,298,347	8,513,064
Production	<u>(234,411)</u>	<u>(849,845)</u>
Proved Developed and Undeveloped Reserves at December 31, 2010	<u>10,449,962</u>	<u>13,993,697</u>
Revisions of Previous Estimates	(940,065)	924,434
Extensions, Discoveries and Other Additions	20,959,474	28,750,826
Production	<u>(800,207)</u>	<u>(1,791,979)</u>
Proved Developed and Undeveloped Reserves at December 31, 2011	<u>29,669,164</u>	<u>41,876,978</u>
Revisions of Previous Estimates	(1,410,547)	812,371
Extensions, Discoveries and Other Additions	14,788,384	21,490,244
Production	<u>(1,768,872)</u>	<u>(3,465,312)</u>
Proved Developed and Undeveloped Reserves at December 31, 2012	<u>41,278,129</u>	<u>60,714,281</u>
Proved Developed Reserves:		
December 31, 2009	<u>727,237</u>	<u>2,247,718</u>
December 31, 2010	<u>3,513,427</u>	<u>5,840,745</u>
December 31, 2011	<u>8,452,653</u>	<u>14,338,576</u>
December 31, 2012	<u>17,350,166</u>	<u>27,345,824</u>
Proved Undeveloped Reserves		
December 31, 2009	<u>1,033,686</u>	<u>3,567,861</u>
December 31, 2010	<u>6,936,535</u>	<u>8,152,952</u>
December 31, 2011	<u>21,216,511</u>	<u>27,538,402</u>
December 31, 2012	<u>23,927,963</u>	<u>33,368,457</u>

Proved reserves are estimated quantities of crude oil and natural gas, which geological and engineering data indicate with reasonable certainty to be recoverable in future years from known reservoirs under existing economic and operating conditions. Proved developed reserves are proved reserves that can be expected to be recovered through existing wells with existing equipment and operating methods. Proved undeveloped reserves are included for reserves for which there is a high degree of confidence in their recoverability and they are scheduled to be drilled within the next five years.

***Standardized Measure of Discounted Future Net Cash Inflows and Changes Therein***

The following table presents a standardized measure of discounted future net cash flows relating to proved crude oil and natural gas reserves and the changes in standardized measure of discounted future net cash flows relating proved crude oil and natural gas were prepared in accordance with the provisions of ASC 932-235-555 (formerly SFAS 69). Future cash inflows were computed by applying average prices of crude oil and natural gas for the last 12 months to estimated future production. Future production and development costs were computed by estimating the expenditures to be incurred in developing and producing the proved crude oil and natural gas reserves at the end of the year, based on year end costs and assuming continuation of existing economic conditions. Future income tax expenses were calculated by applying appropriate year end tax rates to future pretax cash flows relating to proved crude oil and natural gas reserves, less the tax basis of properties involved and tax credits and loss carry forwards relating to crude oil and natural gas producing activities. Future net cash flows are discounted at the rate of 10% annually to derive the standardized measure of discounted future cash flows. Actual future cash inflows may vary considerably, and the standardized measure does not necessarily represent the fair value of the Company's crude oil and natural gas reserves.

	<b>Year Ended December 31,</b>		
	<b>2012</b>	<b>2011</b>	<b>2010</b>
Future Cash Inflows	\$ 5,353,167,000	\$3,959,403,500	\$1,038,703,438
Future Production Costs	(1,436,711,062)	(925,165,656)	(271,843,571)
Future Development Costs	(846,363,500)	(624,607,500)	(161,853,922)
Future Income Tax Expense	(817,296,323)	(740,132,743)	(199,197,425)
Future Net Cash Inflows	<u>\$ 2,252,796,115</u>	<u>\$1,669,497,601</u>	<u>\$ 405,808,520</u>
10% Annual Discount for Estimated Timing of Cash Flows	<u>(1,211,441,321)</u>	<u>(830,800,217)</u>	<u>(195,195,729)</u>
Standardized Measure of Discounted Future Net Cash Flows	<u>\$ 1,041,354,794</u>	<u>\$ 838,697,384</u>	<u>\$ 210,612,791</u>

The twelve month average prices were adjusted to reflect applicable transportation and quality differentials on a well-by-well basis to arrive at realized sales prices used to estimate the Company's reserves. The price of other liquids is included in natural gas. The prices for the Company's reserve estimates were as follows:

	<b>Natural Gas MCF</b>	<b>Oil Bbl</b>
December 31, 2012	\$ 4.78	\$ 84.92
December 31, 2011	\$ 6.18	\$ 90.17
December 31, 2010	\$ 5.04	\$ 70.46



Changes in the Standardized Measure of Discounted Future Net Cash Flows at 10% per annum follow:

	Year Ended December 31,		
	2012	2011	2010
Beginning of Period	\$ 838,697,384	\$ 210,612,791	\$ 67,806,561
Sales of Oil and Natural Gas Produced, Net of Production Costs	(235,769,953)	(132,095,155)	(50,721,827)
Extensions and Discoveries	455,623,034	756,304,288	185,403,280
Previously Estimated Development Cost Incurred During the Period	193,669,706	23,941,194	3,350,016
Net Change of Prices and Production Costs	(179,505,191)	140,217,589	88,564,348
Change in Future Development Costs	(112,995,358)	(11,285,152)	(3,003,304)
Revisions of Quantity and Timing Estimates	15,687,427	13,491,953	(3,237,346)
Accretion of Discount	110,133,321	29,551,146	8,781,249
Change in Income Taxes	16,584,302	(177,737,162)	(84,898,666)
Purchase of Reserves in Place		-	-
Other	(60,769,878)	(14,304,107)	(1,431,520)
End of Period	<u>\$1,041,354,794</u>	<u>\$ 838,697,384</u>	<u>\$ 210,612,791</u>

## QUARTERLY RESULTS OF OPERATIONS (UNAUDITED)

Quarterly data for the years end December 31, 2012, 2011, and 2010 is as follows:

	Quarter Ended			
	March 31,	June 30,	September 30,	December 31,
<b>2012</b>				
Total Revenues	\$ 50,522,992	\$ 119,207,601	\$ 60,095,613	81,746,684
Unrealized (Loss) Gain on Derivative Instruments	(9,364,913)	49,799,311	(22,308,470)	(2,978,806)
Expenses <sup>(1)</sup>	35,695,832	44,013,801	54,376,314	48,350,512
Income (Loss) from Operations	14,827,160	75,193,800	5,719,299	33,396,172
Other Income (Expense)	(195,899)	(2,727,404)	(5,205,716)	(5,721,016)
Income Tax Provision (Benefit)	5,825,350	28,840,000	213,422	8,123,000
Net Income (Loss)	8,805,911	43,626,396	300,161	19,552,156
Net Income (Loss) Per Common Share – Basic	(0.14)	0.70	-	0.31
Net Income (Loss) Per Common Share – Diluted	(0.14)	0.70	-	0.31
<b>2011</b>				
	Quarter Ended			
	March 31,	June 30,	September 30,	December 31,
Total Revenues	\$ 2,526,749	\$ 50,826,098	\$ 69,050,038	\$ 26,986,208
Unrealized (Loss) Gain on Derivative Instruments	(21,278,629)	20,848,232	27,105,400	(23,605,774)
Expenses	14,859,331	17,103,690	23,079,016	27,096,826
Income (Loss) from Operations	(12,332,582)	33,722,408	45,971,022	(110,618)
Other Income (Expense)	767,040	(229,508)	(180,800)	(160,170)
Income Tax Provision (Benefit)	(4,507,700)	13,060,000	17,173,000	1,110,000
Net Income (Loss)	(7,057,842)	20,432,900	28,617,222	(1,380,788)
Net Income (Loss) Per Common Share – Basic	(0.11)	0.33	0.46	(0.02)
Net Income (Loss) Per Common Share – Diluted	(0.11)	0.33	0.46	(0.02)
<b>2010</b>				
	Quarter Ended			
	March 31,	June 30,	September 30,	December 31,
Total Revenues	\$ 7,221,514	\$ 16,231,773	\$ 9,883,821	\$ 11,221,992
Unrealized (Loss) Gain on Derivative Instruments	(900,816)	303,919	(6,449,577)	(7,499,003)
Expenses	4,596,936	6,133,565	8,159,485	14,163,826
Income (Loss) from Operations	2,624,578	10,098,208	1,724,336	(2,941,834)
Other Income (Expense)	(87,948)	(144,342)	(117,110)	180,412
Income Tax Provision (Benefit)	977,000	3,833,000	620,000	(1,011,000)
Net Income (Loss)	1,559,630	6,120,866	987,226	(1,750,422)
Net Income (Loss) Per Common Share – Basic	0.04	0.12	0.02	(0.03)
Net Income (Loss) Per Common Share – Diluted	0.04	0.12	0.02	(0.03)

(1) General and administrative expenses include \$5.5 million and \$0.6 million in severance expenses in connection with the departures of our president and our chief operating officer in the third and fourth quarters of 2012, respectively.



## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (this “Agreement”) is entered into this 27<sup>th</sup> day of December, 2012 by and between Brandon Elliott, a resident of the State of Georgia (“Employee”), and Northern Oil and Gas, Inc., a Minnesota corporation having its principal office at 315 Manitoba Avenue, Suite 200, Wayzata, Minnesota (the “Company”).

**WHEREAS**, the Company desires to employ Employee, and Employee desires to accept such employment, pursuant to the terms and conditions set forth in this Agreement;

**WHEREAS**, during his employment with the Company, Employee will have access to the Company’s confidential, proprietary and trade secret information. Employee and the Company agree that it is in the best interests of the Company to protect its confidential, proprietary and trade secret information, to prevent unfair competition by former employees following separation of their employment and to secure cooperation from former employees with respect to matters related to their employment with the Company; and

**WHEREAS**, Employee acknowledges that his receipt of benefits under this Agreement depends on, among other things, his agreement to abide by the confidentiality, non-competition, non-solicitation and other covenants contained in this Agreement in Sections 9 and 10 below.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the respective agreements of the Company and Employee as set forth below, the Company and Employee, intending to be legally bound, agree as follows:

1. **Term**. Effective as of January 1, 2013 (the “Effective Date”), the Company hereby employs Employee, and Employee hereby accepts such employment on the terms and conditions set forth herein, for the period commencing on the Effective Date and ending four (4) years later, unless sooner terminated pursuant hereto (the “Initial Term”). The Company and Employee shall provide one another with written notice ninety (90) days prior to the fourth anniversary of the Effective Date, and on subsequent yearly anniversaries of the Effective Date, of their intention to terminate this Agreement or to extend the Agreement under the terms and conditions hereof for successive, additional one (1) year periods, subject to early termination pursuant hereto (each a “Renewal Term”). The Agreement will be extended only if both the Company and Employee agree to extend the Agreement. The Initial Term together with any Renewal Term(s) is herein referred to as the “Term.” If Employee remains employed by the Company after the Term, then such employment shall be according to such terms and conditions as the Company may establish from time to time.

2. **Services**. The Company hereby agrees to employ Employee in the role of the Company’s “Executive Vice President, Corporate Development and Strategy” and Employee hereby accepts such employment with the Company on the terms and conditions set forth herein. Employee shall perform all activities and services as the Company’s Executive Vice President, Corporate Development and Strategy, which shall include such duties and responsibilities as the Company’s Board of Directors (the “Board”), Chief Executive Officer and/or Chief Financial Officer may from time-to-time reasonably prescribe (the “Services”). Employee shall use his best efforts to make himself available to render such Services to the best of his abilities. The Services shall be performed in a good professional and workmanlike manner by Employee, to the Company’s reasonable satisfaction.

3. **Location**. Employee's position will be based at the Company's principal office, which is currently located at 315 Manitoba Avenue, Suite 200, Wayzata, Minnesota.

4. **At-Will Relationship**. Employee's employment with the Company shall be entirely "at-will," meaning that either Employee or the Company may terminate such employment relationship at any time for any reason or for no reason at all, subject to the provisions of this Agreement. The date upon which Employee's termination of employment with the Company occurs is the "Termination Date." For purposes of Section 8(b)(x) and (y) of this Agreement only, with respect to the timing of any payments thereunder, the "Termination Date" shall mean the date on which a "separation from service" has occurred for purposes of Section 409A of the Internal Revenue Code of 1986 (the "Code") and the regulations and guidance thereunder.

5. **Compensation**. In consideration for Employee entering into this Agreement with the Company and performing the Services required hereunder during the Term, the Company shall provide Employee with the following compensation while Employee is employed by the Company during the Term:

(a) **Salary**. The Company shall pay Employee an annualized base salary according to this Section 5(a) (the "Salary"), which salary shall be payable to Employee in accordance with the Company's customary payroll practices. From the Effective Date through December 31, 2013, Employee's annualized Salary shall be \$250,000. Thereafter, Employee's annualized Salary shall be subject to review and adjustment (but not below \$250,000) in the discretion of the Company's Compensation Committee or Board.

(b) **Annual Bonus**. For each calendar year during the Term commencing with the 2013 calendar year, Employee shall be eligible to receive an annual incentive bonus at the discretion of the Company's Compensation Committee or Board based upon Employee meeting or exceeding performance goals, with a target annual incentive bonus of up to 100% of Employee's annualized Salary and to be paid in such form as the Compensation Committee or Board may determine, but no later than March 15 of the calendar year immediately following the calendar year for which such bonus is earned; provided, however, that nothing herein shall obligate the Company to pay any bonus to Employee at any time.

(c) **Initial Restricted Stock Grant**. As of the Effective Date, Employee shall receive a restricted stock grant of 40,000 shares of the Company's common stock (the "Restricted Stock Award") in accordance with the terms and conditions of a restricted stock award agreement in the form attached hereto as Exhibit A to be entered into between the Company and Employee dated the Effective Date (the "Restricted Stock Agreement"). The restricted stock included in the Restricted Stock Award shall vest in four equal annual installments on January 1<sup>st</sup> of each year from 2014 through 2017, subject to accelerated vesting under certain circumstances as specified in the Restricted Stock Agreement.

(d) Annual Long-Term Incentive Grant. In connection with the long-term incentive grant determination process undertaken by the Company's Compensation Committee or Board, commencing with year-end 2013, Employee shall be eligible to receive a long-term incentive grant at the discretion of the Company's Compensation Committee or Board based upon Employee meeting or exceeding performance goals, with a target long-term incentive grant valued at up to 100% of Employee's annualized Salary, vesting in installments following grant as determined by the Company's Compensation Committee or Board. For the avoidance of doubt, nothing herein shall obligate the Company to make any incentive grant to Employee at any time.

(e) Temporary Commuting/Living Expense Reimbursement. It is understood and agreed that Employee will not relocate to Minnesota until on or about September 1, 2013, and until such time shall commute from Georgia on a weekly basis. For the period from the Effective Date until September 1, 2013, Employee shall be entitled to reimbursement from the Company of an aggregate maximum of \$30,000 to cover (i) reasonable travel expenses incurred for the weekly roundtrip commute between Minnesota and Georgia, and (ii) expenses incurred for temporary housing in Minnesota. Employee shall provide such appropriate documentation regarding these expenses as Company may reasonably require.

(f) Relocation Expense Reimbursement. Employee shall relocate his permanent residence to Minnesota on or about September 1, 2013, unless the Company in its sole discretion determines that relocation is unnecessary or should be delayed. In the event of such relocation, Employee shall be entitled to reimbursement from the Company of up to \$50,000 in expenses incurred in connection with the relocation to Minnesota. Employee shall provide such appropriate documentation regarding relocation expenses as Company may reasonably require.

**6. Benefits.** In consideration for Employee entering into this Agreement with the Company and performing the Services required hereunder during the Term, the Company shall provide Employee with the following employee benefits while Employee is employed by the Company during the Term:

(a) Employee shall be entitled to participate in all such employee benefit plans and programs of the Company as are provided from time to time by the Company to employees of the Company to the extent that Employee meets the eligibility requirements for each such individual plan or program. The Company provides no assurance as to the adoption or continuance of any particular employee benefit plan or program for employees of the Company and Employee's participation in any such plan or program shall be subject to the provisions, rules and regulations applicable thereto.

(b) The Company shall provide a \$1,000 monthly car allowance to Employee for lease payments, insurance, gasoline and maintenance expenses, up to an aggregate maximum expense for the Company of \$12,000 per calendar year. Employee shall provide such appropriate documentation regarding these expenses as Company may reasonably require.

(c) Employee, Employee's spouse and any eligible children of Employee (the "Employee's Family") shall be entitled to participate in health, hospitalization, disability, dental and other such health-related benefits and/or insurance plans that the Company may have in effect from time-to-time and provided the Employee and Employee's Family meets the eligibility requirements for each such individual plan or program. The Company provides no assurance as to the adoption or continuance of any particular health, hospitalization, disability, dental and other such health-related benefits and/or insurance plans or programs and Employee and Employee's Family's participation in any such plan or program shall be subject to the provisions, rules and regulations applicable thereto.

(d) Employee shall be entitled to four weeks paid vacation each calendar year.

(e) Employee shall be reimbursed by the Company for all ordinary and customary business expenses, including travel, communication costs and other disbursements incurred by him, for and on behalf of the Company, in connection with the provision of the Services required under this Agreement. Employee shall provide such appropriate documentation regarding such expenses and disbursements as Company may reasonably require. Reimbursement shall occur at least once per month and must be paid no later than the end of the Company's taxable year following the taxable year in which such expenses are incurred.

## **7. Rights Upon A Change in Control.**

(a) Upon a Change in Control of the Company (as defined below) during the Term, the effect upon any options, warrants, restricted stock, restricted stock units or other equity interests in the Company (the "Securities") held in the name of Employee, or any portion thereof, shall be as provided for under the applicable grant agreements and plan document(s) governing such Securities.

(b) Any of the following shall constitute a "Change in Control" for the purposes of this Agreement:

(i) The consummation of a reorganization, merger, share exchange, consolidation or similar transaction, the acquisition of a majority of the outstanding common stock of the Company by a person or group acting in concert or the sale or disposition of all or substantially all of the assets of the Company, unless, in any case, the persons beneficially owning the voting securities of the Company immediately before that transaction beneficially own, directly or indirectly, immediately after the transaction, at least fifty (50%) of the voting securities of the Company or any other corporation or other entity resulting from or surviving the transaction in substantially the same proportion as their respective ownership of the voting securities of the Company immediately prior to the transaction;

(ii) A majority of the members of the Board shall not be Continuing Directors ("Continuing Directors" shall mean: (A) individuals who, on the Effective Date, are directors of the Company, (B) individuals elected as directors of the Company subsequent to the Effective Date for whose election proxies shall have been solicited by the Board, (C) individuals elected as directors of the Company subsequent to the Effective Date pursuant to a nomination of board representation right of preferred stockholders of the Company, or (D) any individual elected or appointed by the Board to fill vacancies on the Board caused by death or resignation (but not by removal) or to newly-created directorships); or

(ii) The Company's shareholders approve a complete liquidation or dissolution of the Company.

(c) The Company's obligations under this Section 7 of this Agreement are absolute and unconditional, and not subject to any set-off, counterclaim, recoupment, defense, or other right that the Company or any affiliate of the Company may have against the Employee. The parties agree that the provisions of this Section 7 shall survive any termination of this Agreement.

**8. Rights Upon Termination of Employment.**

(a) If Employee's employment with the Company is terminated by the Company or Employee for any reason upon or following the expiration of the Term, or if Employee's employment with the Company is terminated during the Term by reason of:

(i) Employee's abandonment of his employment or Employee's resignation for any reason other than Good Reason (as defined below),

(ii) termination of Employee's employment by the Company for Cause (as defined below), or

(iii) Employee's death or Disability (as defined below),

then: (A) the Company shall pay to Employee or his beneficiary or his estate, as the case may be, Employee's Salary through the Termination Date, (B) the Company shall pay any unpaid expense reimbursement that might have accrued prior to the Termination Date; and (C) any Securities held in the name of Employee, or any portion thereof, may be exercised to the extent Employee was entitled to do so as of the Termination Date in accordance with the terms of the applicable grant agreements and plan document(s) governing such Securities.

(b) If Employee's employment with the Company is terminated during the Term by the Company for any reason other than for Cause, or by Employee as a result of his resignation for Good Reason (in either case, an "Involuntary Termination"), then: (i) the Company shall pay Employee's Salary through the Termination Date, and (ii) the Company shall pay any unpaid expense reimbursement that might have accrued prior to the Termination Date. In addition, if an Involuntary Termination occurs during the Term and the Termination Date is before a Change in Control or within twenty-four (24) months after a Change in Control, then, subject to Section 8(g) below and any delayed payment requirements under Section 409A of the Code, including the six month wait, if applicable, (x) the Company shall pay Employee a single lump sum payment equal to one multiplied by Employee's annualized Salary as of the Termination Date, less applicable withholdings, payable to Employee on the sixtieth (60<sup>th</sup>) calendar day after the Termination Date, (y) the Company shall, no later than sixtieth (60<sup>th</sup>) calendar day after the Termination Date, issue pre-payment of the remaining lease term of Employee's Company vehicle to enable Employee's continued use of such vehicle through the remaining lease term of such vehicle, along with a lump sum payment to Employee of the estimated insurance premiums for such vehicle through the remaining lease term, and (z) Employee and Employee's Family shall have the right for one year after the Termination Date to continue to participate in the Company's benefit plans described in Section 6(c) above, with the Company continuing to pay all applicable insurance premiums (provided the Employee and Employee's Family meets the eligibility requirements for each such individual plan or program).



(c) Cause. Termination of Employee for “Cause” shall mean any of the following acts by Employee:

- (i) an intentional act of fraud, embezzlement, theft or any other material violation of law;
- (ii) intentional damage to the Company’s assets;
- (iii) the willful and continued failure to substantially perform required duties for the Company (other than as a result of incapacity due to physical or mental illness); or
- (iv) willful conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise.

(d) Good Reason. Resignation for “Good Reason” shall mean resignation by Employee based on any of the following acts by the Company without the consent of Employee:

- (i) a material breach by the Company of any terms and conditions of this Agreement;
- (ii) the relocation of Employee’s office by more than 30 miles from the location identified in Section 3 above;
- (iii) a material reduction of Employee’s Salary; or
- (iv) a material reduction in the nature or scope of Employee’s authorities or duties from those previously applicable to him,

provided, however, that “Good Reason” shall not exist unless Employee has first provided written notice to the Company of the occurrence of one or more of the conditions under clauses (i) through (iv) above within ninety (90) days of the condition’s initial occurrence, and such condition is not fully remedied by the Company within thirty (30) days after the Company’s receipt of written notice from Employee.

(e) Disability. “Disability” hereunder shall mean the inability of Employee to perform on a full-time basis the duties and responsibilities of his employment with the Company by reason of his illness or other physical or mental impairment or condition, if such inability continues for an uninterrupted period of 180 days or more during any 360-day period. A period of inability shall be “uninterrupted” unless and until Employee returns to full-time work, with or without an accommodation, for a continuous period of at least thirty (30) days.

(f) In the event of termination of Employee's employment, the sole obligation of the Company shall be its obligation to make the payments called for by Section 8(a) or Section 8(b) hereof, as the case may be, and the Company shall have no other obligation to Employee or to his beneficiary or his estate, except for compensation earned for services performed through the Termination Date or as otherwise provided by law, under the terms of any other applicable agreement between Employee and the Company or under the terms of any employee benefit plans or programs then maintained by the Company in which Employee participates.

(g) Notwithstanding the foregoing provisions of this Section 8, the Company shall not be obligated to provide the consideration under Section 8(b)(x), (y) or (z) hereof unless Employee shall have signed a release of claims in favor of the Company in a form reasonably acceptable to the Company, all applicable consideration periods and rescission periods provided by law shall have expired and Employee is in strict compliance with the terms of this Agreement as of the dates of the payments.

## **9. Confidential Information.**

(a) Employee shall maintain the confidentiality of all trade secrets, (whether owned or licensed by the Company) and related or other interpretative materials and analyses of the Company's projects, or knowledge of the existence of any material, information, analyses, projects, proposed joint ventures, mergers, acquisitions, divestitures and other such anticipated or contemplated business ventures of the Company, and other confidential or proprietary information of the Company (" Confidential Information and Materials ") obtained by Employee from the Company.

(b) In the event that such Confidential Information and Materials are memorialized on any computer hardware, software, CD-ROM, disk, tape, or other media, Company shall have the right, subject to the rights of third parties under contract, copyright, or other law, to view, use and copy for safekeeping or backup purposes such Confidential Information and Materials. During the period of confidentiality, Employee shall make no use of such Confidential Information and Materials for his own financial or other benefit, and shall not retain any originals or copies, or reveal or disclose any Confidential Information and Materials to any third parties, except as otherwise expressly agreed by the Company. Employee shall have no right to use the Company's corporate logos, trademarks, service marks, or other intellectual property without prior written permission of the Company and subject to any limitations or restrictions upon such use as the Company may require.

(c) Upon expiration or termination of this Agreement, Employee shall turn over to a designated representative of the Company all property in Employee's possession and custody and belonging to the Company. Employee shall not retain any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs or other documents relating in any way to the affairs of the Company and containing Confidential Information and Materials which came into Employee's possession at any time during the term of Employee's employment with the Company.

(d) Employee acknowledges that the Company is a public company registered under the Exchange Act and that this Agreement may be subject to the filing requirements of the Exchange Act. Employee acknowledges and agrees that the applicable insider trading rules and limitations on disclosure of non-public information set forth in the Exchange Act and rules and regulations promulgated by the SEC shall apply to this Agreement and Employee's employment with the Company. Employee (on behalf of himself as well as his executors, heirs, administrators and assigns) absolutely and unconditionally agrees to indemnify and hold harmless the Company and all of its past, present and future affiliates, executors, heirs, administrators, shareholders, employees, officers, directors, attorneys, accountants, agents, representatives, predecessors, successors and assigns from any and all claims, debts, demands, accounts, judgments, causes of action, equitable relief, damages, costs, charges, complaints, obligations, controversies, actions, suits, proceedings, expenses, responsibilities and liabilities of every kind and character whatsoever (including, but not limited to, reasonable attorneys' fees and costs) in the event of Employee's breach or alleged breach of any obligation under the Exchange Act, any rules promulgated by the SEC and any other applicable Federal or state laws, rules, regulations or orders.

(e) The foregoing obligations of confidentiality shall not apply to any Confidential Information and Materials that: (i) are now or subsequently become generally publicly known, other than as a direct or indirect result of the breach by Employee of this Agreement, (ii) are independently made available to Employee in good faith by a third party who has not violated a confidential relationship with the Company, or (iii) are required to be disclosed by law or legal process. Employee understands and agrees that Employee's obligations under this Agreement to maintain the confidentiality of the Company's confidential information are in addition to any obligations of Employee under applicable statutory or common law. The parties agree that the provisions of this Section 9 shall survive any termination of Employee's employment with the Company and this Agreement.

**10. Non-Competition and Non-Solicitation .**

(a) Employee agrees that he will not:

(i) anywhere within the United States, engage, directly or indirectly, alone or as a shareholder (other than as a holder of less than ten percent (10%) of the common stock of any publicly traded corporation), partner, officer, director, employee, consultant or advisor, or otherwise in any way participate in or become associated with, any other business organization that is engaged or becomes engaged in any business that is the same or substantially identical business of the Company, or is directly competitive with, any business activity that the Company is conducting at the time of the Employee's termination or has notified the Employee that it proposes to conduct and for which the Company has, prior to the time of such termination, expended substantial resources (the "Designated Industry"),

(ii) divert to any competitor of the Company any customer of the Company, or

(iii) solicit any employee, contributor or faculty member of the Company to change its relationship with the Company, or hire or offer employment to any person to whom the Employee actually knows the Company has offered employment.

(b) Employee agrees to be bound by the provisions of this Section 10 in consideration for the Company's employment of Employee, payment of the compensation and benefits provided under Section 5 and Section 6 above and the covenants and agreements set forth herein. The provisions of this Section 10 shall apply during the term of Employee's employment with the Company and for a period of one (1) year following termination of Employee's employment with the Company for any reason, whether such termination is at the initiative of Employee or the Company or before or after expiration of the Term; provided, however, that the provisions of this Section 10 shall cease to apply immediately upon any Change in Control as defined in Section 7 of this Agreement or in the event that the Company terminates Employee's employment for no reason or for any reason other than Cause during the Term. The parties agree that the provisions of this Section 10 shall survive any termination of Employee's employment with the Company and this Agreement, Employee will continue to be bound by the provisions of this Section 10 until their expiration and Employee shall not be entitled to any compensation from the Company with respect thereto except as provided under this Agreement.

(c) Employee acknowledges that the provisions of this Section 10 are essential to protect the business and goodwill of the Company. If at any time the provisions of this Section 10 shall be determined to be invalid or unenforceable by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 10 shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and the Employee agrees that this Section 10 as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein.

**11. Non-Disparagement.** Employee agrees that he will not, in any written or oral communication (regardless of whether such communication is intended to be private or public), criticize or make any statement which disparages or is derogatory of the Company or any current or former employee, officer, director or affiliate of the Company; provided, however, that nothing herein shall prevent Employee from testifying truthfully in connection with any litigation, arbitration or administrative proceeding when compelled by subpoena, regulation or court order to do so. The parties agree that the provisions of this Section 11 shall survive any termination of Employee's employment with the Company and this Agreement.

**12. Notices.** Any notice required or permitted under this Agreement shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, postage prepaid, and shall be effective when received (if personally delivered or sent by recognized overnight courier) or on the third day after mailing (if sent by certified mail, return receipt requested, postage prepaid) as follows:

As to Employee, at the Employee's home address on file with the Company.

As to the Company:

Northern Oil and Gas, Inc.  
Attn: Chief Executive Officer  
315 Manitoba Avenue – Suite 200  
Wayzata, Minnesota 55391

Either party may designate a different person to whom notices should be sent at any time by notifying the other party in writing in accordance with this Agreement.

**13. Survival of Certain Provisions.** Those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement (including all representations, warranties, and covenants of the parties) shall remain in full force and effect and survive such termination or non-renewal.

**14. Severability.** Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision which can be given effect without the conflicting provision or clause.

**15. Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof. There are no understandings, conditions, representations or warranties of any kind between the parties except as expressly set forth herein.

**16. Assignability.** Employee may not assign this Agreement to any third party for whatever purpose without the express written consent of the Company. The Company may not assign this Agreement to any third party without the express written consent of Employee except by operation of law, or through merger, liquidation, recapitalization or sale of all or substantially all of the assets of the Company, provided that the Company may assign this Agreement at any time to an affiliate of the Company. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns.

**17. Headings.** The headings of the paragraphs and sections of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

**18. Waiver.** The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

**19. Amendments.** No amendments of this Agreement shall be binding upon the Company or Employee unless made in writing, signed by the parties hereto, and delivered to the parties at the addresses provided herein.

**20. Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Minnesota, without regard to the principles of comity and/or the applicable conflicts of laws of any state that would result in the application of any laws other than the State of Minnesota.

**21. Jurisdiction.** This Agreement, including the documents, instruments and agreements to be executed and/or delivered by the parties pursuant hereto, shall be construed, governed by and enforced in accordance with the internal laws of the State of Minnesota, without giving effect to the principles of comity or conflicts of laws thereof. Employee and the Company agree and consent that any legal action, suit or proceeding seeking to enforce any provision of this Agreement shall be instituted and adjudicated solely and exclusively in any court of general jurisdiction in Minnesota, or in the United States District Court having jurisdiction in Minnesota and Employee and the Company agree that venue will be proper in such courts and waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding in such courts, and each hereby irrevocably consents and agrees to the jurisdiction of said courts in any such suit, action or proceeding. Employee and the Company further agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in said courts, and also agree that service of process or notice upon them shall be deemed in every respect effective service of process or notice upon them, in any suit, action, proceeding, if given or made (i) according to applicable law, (ii) by a person over the age of eighteen (18) who personally served such notice or service of process on Employee or the Company, as the case may be, or (iii) by certified mail, return receipt requested, mailed to employee or the Company, as the case may be, at their respective addresses set forth in this Agreement.

**22. Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

**23. Taxes and Section 409A.** Company may withhold from any amounts payable under this Agreement such federal, state and local income and employment taxes as Company shall determine are required to be withheld pursuant to any applicable law or regulation. Employee shall be solely responsible for the payment of all taxes due and owing with respect to wages, benefits, and other compensation provided to him hereunder.

This Agreement and the compensation payable hereunder is intended to satisfy, or be exempt from, the requirements of Section 409A(a)(2)(3) and (4) of the Code, including current and future guidance and regulations interpreting such provisions, and should be interpreted accordingly.

*[Signature Page Follows]*

**IN WITNESS WHEREOF** , the parties have executed this Agreement as of the date first set forth above.

**NORTHERN OIL AND GAS, INC.**

By /s/ Michael L. Reger  
By: Michael L. Reger  
Its: Chief Executive Officer

**EMPLOYEE:**

/s/ Brandon Elliott  
Brandon Elliott





## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (this “Agreement”) is entered into effective the 10<sup>th</sup> day of October, 2011 (the “Effective Date”) by and between Erik J. Romslo, a resident of the State of Minnesota (“Employee”), and Northern Oil and Gas, Inc., a Minnesota corporation having its principal office at 315 Manitoba Avenue, Suite 200, Wayzata, Minnesota (the “Company”).

**WHEREAS**, the Company is an oil and gas exploration and production company headquartered in Wayzata, Minnesota, focused on drilling exploratory and developmental wells in the Rocky Mountain regions of the United States;

**WHEREAS**, the Company desires to employ Employee, and Employee desires to accept such employment, pursuant to the terms and conditions set forth in this Agreement;

**WHEREAS**, during his employment with the Company, Employee will have access to the Company’s confidential, proprietary and trade secret information. Employee and the Company agree that it is in the best interests of the Company to protect its confidential, proprietary and trade secret information, to prevent unfair competition by former executives following separation of their employment and to secure cooperation from former executives with respect to matters related to their employment with the Company; and

**WHEREAS**, Employee acknowledges that his receipt of benefits under this Agreement depends on, among other things, his agreement to abide by the confidentiality, non-competition, non-solicitation and other covenants contained in this Agreement in Sections 9 and 10 below.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the respective agreements of the Company and Employee as set forth below, the Company and Employee, intending to be legally bound, agree as follows:

**1. Term.** As of the Effective Date, the Company hereby employs Employee, and Employee hereby accepts such employment on the terms and conditions set forth herein, for the period commencing on the Effective Date and ending four (4) years later, unless sooner terminated pursuant hereto (the “Initial Term”). The Company and Employee shall provide one another with written notice ninety (90) days prior to the fourth anniversary of the Effective Date, and on subsequent yearly anniversaries of the Effective Date, of their intention to terminate this Agreement or to extend the Agreement under the terms and conditions hereof for successive, additional one (1) year periods, subject to early termination pursuant hereto (each a “Renewal Term”). The Agreement will be extended only if both the Company and Employee agree to extend the Agreement. The Initial Term together with any Renewal Term(s) is herein referred to as the “Term.” If Employee remains employed by the Company after the Term, then such employment shall be according to such terms and conditions as the Company may establish from time to time.

**2. Services.** The Company hereby agrees to employ Employee in the role of the Company’s Vice President, General Counsel and Secretary and Employee hereby accepts such employment with the Company on the terms and conditions set forth herein. Employee shall perform all activities and services as the Company’s Vice President, General Counsel and Secretary, which shall include such duties and responsibilities as the Company’s Board of Directors (the “Board”) and Chief Operating Officer may from time-to-time reasonably prescribe consistent with the duties and responsibilities of the Vice President, General Counsel and Secretary of the Company (the “Services”). Employee shall use his best efforts to make himself available to render such Services to the best of his abilities. The Services shall be performed in a good professional and workmanlike manner by Employee, to the Company’s reasonable satisfaction.

3. **Location.** Employee's position will be based at the Company's principal office, which is currently located at 315 Manitoba Avenue, Suite 200, Wayzata, Minnesota.

4. **At-Will Relationship.** Employee's employment with the Company shall be entirely "at-will," meaning that either Employee or the Company may terminate such employment relationship at any time for any reason or for no reason at all, subject to the provisions of this Agreement. The date upon which Employee's termination of employment with the Company occurs is the "**Termination Date.**" For purposes of **Section 8(b)(x) and (y)** of this Agreement only, with respect to the timing of any payments thereunder, the "**Termination Date**" shall mean the date on which a "separation from service" has occurred for purposes of Section 409A of the Internal Revenue Code of 1986 (the "**Code**") and the regulations and guidance thereunder.

5. **Compensation.** In consideration for Employee entering into this Agreement with the Company and performing the Services required hereunder during the Term, the Company shall provide Employee with the following compensation while Employee is employed by the Company during the Term:

(a) **Salary.** The Company shall pay Employee an annualized base salary according to this **Section 5(a)** (the "**Salary**"), which salary shall be payable to Employee in accordance with the Company's customary payroll practices. From the Effective Date through December 31, 2012, Employee's annualized Salary shall be \$220,000. Thereafter, Employee's annualized Salary shall be increased by 4% on January 1 of each year during the Term, starting January 1, 2013.

(b) **Signing Bonus.** Upon Employee's execution of this Agreement, the Company shall issue to Employee one thousand five hundred (1,500) fully vested shares of the Company's common stock.

(c) **Annual Bonus.** For each calendar year during the Term Employee shall be eligible to receive an annual incentive bonus in the discretion of the Company's Compensation Committee or Board based upon Employee meeting or exceeding mutually agreed upon performance goals, with a target annual incentive bonus equal to 50% of Employee's annualized Salary and to be paid in fully vested shares of the Company's common stock to be issued no later than March 15 of the calendar year immediately following the calendar year for which such bonus is earned; provided, however, that nothing herein shall obligate the Company to pay any bonus to Employee at any time. Notwithstanding the foregoing, for calendar year 2011, Employee's target annual incentive bonus shall equal 16.7% of Employee's annualized Salary for 2011, payable in fully vested shares of the Company's common stock to be issued no later March 15, 2012.

(d) Restricted Stock Grant. Upon execution of this Agreement, Employee shall receive a restricted stock grant of 25,000 shares of the Company's common stock (the "Restricted Stock Award") in accordance with the terms and conditions of that certain Restricted Stock Agreement between the Company and Employee dated the same date as Employee executes this Agreement (the "Restricted Stock Agreement"). The restricted stock included in the Restricted Stock Award shall vest ratably in sixteen quarterly installments during the Initial Term, subject to accelerated vesting under certain circumstances as specified herein and in the Restricted Stock Agreement.

**6. Benefits.** In consideration for Employee entering into this Agreement with the Company and performing the Services required hereunder during the Term, the Company shall provide Employee with the following employee benefits while Employee is employed by the Company during the Term:

(a) Employee shall be entitled to participate in all such employee benefit plans and programs of the Company as are provided from time to time by the Company to senior executives of the Company to the extent that Employee meets the eligibility requirements for each such individual plan or program. The Company provides no assurance as to the adoption or continuance of any particular employee benefit plan or program for senior executives of the Company and Employee's participation in any such plan or program shall be subject to the provisions, rules and regulations applicable thereto.

(b) Employee shall be entitled to use a Company-leased vehicle during the Term, and the Company shall provide a monthly allowance to Employee for insurance, gasoline and maintenance expenses, up to an aggregate maximum expense for the Company of Twelve Thousand Dollars (\$12,000) per calendar year.

(c) Employee, Employee's spouse and any children of Employee (the "Employee's Family") shall be entitled to participate in health, hospitalization, disability, dental and other such health-related benefits and/or insurance plans that the Company may have in effect from time-to-time and provided the Employee and Employee's Family meets the eligibility requirements for each such individual plan or program, all of which insurance premiums shall be paid by the Company on behalf of Employee and Employee's Family. The Company provides no assurance as to the adoption or continuance of any particular health, hospitalization, disability, dental and other such health-related benefits and/or insurance plans or programs and Employee and Employee's Family's participation in any such plan or program shall be subject to the provisions, rules and regulations applicable thereto.

(d) Employee shall be entitled to vacation pursuant to such general policies and procedures of the Company consistent with past practices as are from time-to-time adopted by the Company.

(e) Employee shall be reimbursed by the Company for all ordinary and customary business expenses, including travel, communication costs and other disbursements incurred by him, for and on behalf of the Company, in connection with the provision of the Services required under this Agreement. Employee shall provide such appropriate documentation regarding such expenses and disbursements as Company may reasonably require. Reimbursement shall occur at least once per month and must be paid no later than the end of the Company's taxable year following the taxable year in which such expenses are incurred.

**7. Rights Upon A Change in Control.**

(a) Upon a Change in Control of the Company (as defined below) during the Term, any options, warrants, restricted stock, restricted stock units or other equity interests in the Company (the "Securities") held in the name of Employee, or any portion thereof, shall accelerate, become 100% vested and become immediately vested and, if applicable, exercisable upon any Change in Control of the Company (as defined below).

(b) Any of the following shall constitute a "Change in Control" for the purposes of this Agreement:

(i) The consummation of a reorganization, merger, share exchange, consolidation or similar transaction, or the sale or disposition of all or substantially all of the assets of the Company, unless, in any case, the persons beneficially owning the voting securities of the Company immediately before that transaction beneficially own, directly or indirectly, immediately after the transaction, at least seventy-five percent (75%) of the voting securities of the Company or any other corporation or other entity resulting from or surviving the transaction in substantially the same proportion as their respective ownership of the voting securities of the Company immediately prior to the transaction;

(ii) A majority of the members of the Board shall not be Continuing Directors ("Continuing Directors" shall mean: (A) individuals who, on the Effective Date, are directors of the Company, (B) individuals elected as directors of the Company subsequent to the Effective Date for whose election proxies shall have been solicited by the Board, (C) individuals elected as directors of the Company subsequent to the Effective Date pursuant to a nomination of board representation right of preferred stockholders of the Company, or (D) any individual elected or appointed by the Board to fill vacancies on the Board caused by death or resignation (but not by removal) or to newly-created directorships); or

(ii) The Company's shareholders approve a complete liquidation or dissolution of the Company.

(c) The Company's obligations under this Section 7 of this Agreement are absolute and unconditional, and not subject to any set-off, counterclaim, recoupment, defense, or other right that the Company or any affiliate of the Company may have against the Employee. The parties agree that the provisions of this Section 7 shall survive any termination of this Agreement.

**8. Rights Upon Termination of Employment.**

(a) If Employee's employment with the Company is terminated by the Company or Employee for any reason upon or following the expiration of the Term, or if Employee's employment with the Company is terminated during the Term by reason of:

- (i) Employee's abandonment of his employment or Employee's resignation for any reason other than Good Reason (as defined below),
- (ii) termination of Employee's employment by the Company for Cause (as defined below), or
- (iii) Employee's death or Disability (as defined below),

then: (A) the Company shall pay to Employee or his beneficiary or his estate, as the case may be, Employee's Salary through the Termination Date, (B) the Company shall pay any unpaid expense reimbursement that might have accrued prior to the Termination Date; and (C) any Securities held in the name of Employee, or any portion thereof, may be exercised to the extent Employee was entitled to do so as of the Termination Date in accordance with the terms of the applicable grant agreements and plan document(s) governing such Securities.

(b) If Employee's employment with the Company is terminated during the Term by the Company for any reason other than for Cause, or by Employee as a result of his resignation for Good Reason (in either case, an "Involuntary Termination"), then: (i) the Company shall pay Employee's Salary through the Termination Date, and (ii) the Company shall pay any unpaid expense reimbursement that might have accrued prior to the Termination Date. In addition, if an Involuntary Termination occurs during the Term and the Termination Date is before a Change in Control or within twenty-four (24) months after a Change in Control, then, subject to Section 8(g) below, (x) the Company shall pay Employee a single lump sum payment equal to Employee's annualized Salary as of the Termination Date, less applicable withholdings, payable to Employee on the sixtieth (60<sup>th</sup>) calendar day after the Termination Date, (y) the Company shall, no later than sixtieth (60<sup>th</sup>) calendar day after the Termination Date, issue pre-payment of the remaining lease term of Employee's Company vehicle to enable Employee's continued use of such vehicle through the remaining lease term of such vehicle, along with a lump sum payment to Employee of the estimated insurance premiums for such vehicle through the remaining lease terms. Further, if an Involuntary Termination occurs during the Term and the Termination Date is before a Change in Control, then, subject to Section 8(g) below, (z) all Securities held in the name of Employee, or any portion thereof, as of the Termination Date shall accelerate, become 100% vested and become immediately exercisable upon the Termination Date. If an Involuntary Termination occurs during the Term and the Termination Date is after a Change in Control, then any Securities held in the name of Employee, or any portion thereof, may be exercised to the extent Employee was entitled to do so as of the Termination Date in accordance with the terms of the applicable grant agreements and plan document(s) governing such Securities.

(c) Cause. Termination of Employee for "Cause" shall mean any of the following acts by Employee:

- (i) an intentional act of fraud, embezzlement, theft or any other material violation of law;
- (ii) intentional damage to the Company's assets;
- (iii) the willful and continued failure to substantially perform required duties for the Company (other than as a result of incapacity due to physical or mental illness); or
- (iv) willful conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise.

(d) Good Reason. Resignation for “ Good Reason ” shall mean resignation by Employee based on any of the following acts by the Company without the consent of Employee:

- (i) a material breach by the Company of any terms and conditions of this Agreement;
- (ii) the relocation of Employee's office by more than 30 miles from the location identified in Section 3 above; or
- (iii) a material reduction of Employee's Salary,

provided, however, that “ Good Reason ” shall not exist unless Employee has first provided written notice to the Company of the occurrence of one or more of the conditions under clauses (i) through (iii) above within ninety (90) days of the condition's initial occurrence, and such condition is not fully remedied by the Company within thirty (30) days after the Company's receipt of written notice from Employee.

(e) Disability. “ Disability ” hereunder shall mean the inability of Employee to perform on a full-time basis the duties and responsibilities of his employment with the Company by reason of his illness or other physical or mental impairment or condition, if such inability continues for an uninterrupted period of 180 days or more during any 360-day period. A period of inability shall be “uninterrupted” unless and until Employee returns to full-time work, with or without an accommodation, for a continuous period of at least thirty (30) days.

(f) In the event of termination of Employee's employment, the sole obligation of the Company shall be its obligation to make the payments called for by Section 8(a) or Section 8(b) hereof, as the case may be, and the Company shall have no other obligation to Employee or to his beneficiary or his estate, except for compensation earned for services performed through the Termination Date or as otherwise provided by law, under the terms of any other applicable agreement between Employee and the Company or under the terms of any employee benefit plans or programs then maintained by the Company in which Employee participates.

(g) Notwithstanding the foregoing provisions of this Section 8, the Company shall not be obligated to provide the consideration under Section 8(b)(x), (y) or (z) hereof unless Employee shall have signed a release of claims in favor of the Company in a form to be prescribed by the Company, all applicable consideration periods and rescission periods provided by law shall have expired and Employee is in strict compliance with the terms of this Agreement as of the dates of the payments.

**9. Confidential Information.**

(a) Employee shall maintain the confidentiality of all trade secrets, (whether owned or licensed by the Company) and related or other interpretative materials and analyses of the Company's projects, or knowledge of the existence of any material, information, analyses, projects, proposed joint ventures, mergers, acquisitions, divestitures and other such anticipated or contemplated business ventures of the Company, and other confidential or proprietary information of the Company ("Confidential Information and Materials") obtained by Employee from the Company.

(b) In the event that such Confidential Information and Materials are memorialized on any computer hardware, software, CD-ROM, disk, tape, or other media, Company shall have the right, subject to the rights of third parties under contract, copyright, or other law, to view, use and copy for safekeeping or backup purposes such Confidential Information and Materials. During the period of confidentiality, Employee shall make no use of such Confidential Information and Materials for his own financial or other benefit, and shall not retain any originals or copies, or reveal or disclose any Confidential Information and Materials to any third parties, except as otherwise expressly agreed by the Company. Employee shall have no right to use the Company's corporate logos, trademarks, service marks, or other intellectual property without prior written permission of the Company and subject to any limitations or restrictions upon such use as the Company may require.

(c) Upon expiration or termination of this Agreement, Employee shall turn over to a designated representative of the Company all property in Employee's possession and custody and belonging to the Company. Employee shall not retain any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs or other documents relating in any way to the affairs of the Company and containing Confidential Information and Materials which came into Employee's possession at any time during the term of Employee's employment with the Company.

(d) Employee acknowledges that the Company is a public company registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and that this Agreement may be subject to the filing requirements of the Exchange Act. Employee acknowledges and agrees that the applicable insider trading rules and limitations on disclosure of non-public information set forth in the Exchange Act and rules and regulations promulgated by the SEC shall apply to this Agreement and Employee's employment with the Company. Employee (on behalf of himself as well as his executors, heirs, administrators and assigns) absolutely and unconditionally agrees to indemnify and hold harmless the Company and all of its past, present and future affiliates, executors, heirs, administrators, shareholders, employees, officers, directors, attorneys, accountants, agents, representatives, predecessors, successors and assigns from any and all claims, debts, demands, accounts, judgments, causes of action, equitable relief, damages, costs, charges, complaints, obligations, controversies, actions, suits, proceedings, expenses, responsibilities and liabilities of every kind and character whatsoever (including, but not limited to, reasonable attorneys' fees and costs) in the event of Employee's breach or alleged breach of any obligation under the Exchange Act, any rules promulgated by the SEC and any other applicable Federal or state laws, rules, regulations or orders.

(e) The foregoing obligations of confidentiality shall not apply to any Confidential Information and Materials that: (i) are now or subsequently become generally publicly known, other than as a direct or indirect result of the breach by Employee of this Agreement, (ii) are independently made available to Employee in good faith by a third party who has not violated a confidential relationship with the Company, or (iii) are required to be disclosed by law or legal process. Employee understands and agrees that Employee's obligations under this Agreement to maintain the confidentiality of the Company's confidential information are in addition to any obligations of Employee under applicable statutory or common law. The parties agree that the provisions of this Section 9 shall survive any termination of Employee's employment with the Company and this Agreement.

**10. Non-Competition and Non-Solicitation .**

(a) Employee agrees that he will not:

(i) anywhere within the United States, engage, directly or indirectly, alone or as a shareholder (other than as a holder of less than ten percent (10%) of the common stock of any publicly traded corporation), partner, officer, director, employee, consultant or advisor, or otherwise in any way participate in or become associated with, any other business organization that is engaged or becomes engaged in any business that is the same or substantially identical business of the Company, or is directly competitive with, any business activity that the Company is conducting at the time of the Employee's termination or has notified the Employee that it proposes to conduct and for which the Company has, prior to the time of such termination, expended substantial resources (the "Designated Industry"),

(ii) divert to any competitor of the Company any customer of the Company, or

(iii) solicit any employee, contributor or faculty member of the Company to change its relationship with the Company, or hire or offer employment to any person to whom the Employee actually knows the Company has offered employment.

(b) Employee agrees to be bound by the provisions of this Section 10 in consideration for the Company's employment of Employee, payment of the compensation and benefits provided under Section 5 and Section 6 above and the covenants and agreements set forth herein. The provisions of this Section 10 shall apply during the term of Employee's employment with the Company and for a period of one (1) year following termination of Employee's employment with the Company for any reason, whether such termination is at the initiative of Employee or the Company or before or after expiration of the Term; provided, however, that the provisions of this Section 10 shall cease to apply immediately upon any Change in Control as defined in Section 7 of this Agreement or in the event that the Company terminates Employee's employment for no reason or for any reason other than Cause during the Term. The parties agree that the provisions of this Section 10 shall survive any termination of this Agreement, Employee will continue to be bound by the provisions of this Section 10 until their expiration and Employee shall not be entitled to any compensation from the Company with respect thereto except as provided under this Agreement.



(c) Employee acknowledges that the provisions of this Section 10 are essential to protect the business and goodwill of the Company. If at any time the provisions of this Section 10 shall be determined to be invalid or unenforceable by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 10 shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and the Employee agrees that this Section 10 as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein.

**11. Non-Disparagement.** Both the Company and Employee agree that neither they nor any of their respective affiliates, predecessors, subsidiaries, partners, principals, officers, directors, authorized representatives, agents, employees, successors, assigns, heirs or family members shall disparage or defame any other party hereto relating in any respect to this Agreement, their relationship or the Company's employment of Employee.

**12. Notices.** Any notice required or permitted under this Agreement shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, postage prepaid, and shall be effective when received (if personally delivered or sent by recognized overnight courier) or on the third day after mailing (if sent by certified mail, return receipt requested, postage prepaid) as follows:

As to Employee, at the Employee's home address on file with the Company.

As to the Company:

Northern Oil and Gas, Inc.  
Attn: Board of Directors  
315 Manitoba Avenue – Suite 200  
Wayzata, Minnesota 55391

Either party may designate a different person to whom notices should be sent at any time by notifying the other party in writing in accordance with this Agreement.

**13 Survival of Certain Provisions.** Those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement (including all representations, warranties, and covenants of the parties) shall remain in full force and effect and survive such termination or non-renewal.

**14. Severability.** Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision which can be given effect without the conflicting provision or clause.

**15. Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof. There are no understandings, conditions, representations or warranties of any kind between the parties except as expressly set forth herein.

**16. Assignability.** Employee may not assign this Agreement to any third party for whatever purpose without the express written consent of the Company. The Company may not assign this Agreement to any third party without the express written consent of Employee except by operation of law, or through merger, liquidation, recapitalization or sale of all or substantially all of the assets of the Company, provided that the Company may assign this Agreement at any time to an affiliate of the Company. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns.

**17. Headings.** The headings of the paragraphs and sections of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

**18. Waiver.** The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

**19. Amendments.** No amendments of this Agreement shall be binding upon the Company or Employee unless made in writing, signed by the parties hereto, and delivered to the parties at the addresses provided herein.

**20. Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Minnesota, without regard to the principles of comity and/or the applicable conflicts of laws of any state that would result in the application of any laws other than the State of Minnesota.

**21. Jurisdiction.** This Agreement, including the documents, instruments and agreements to be executed and/or delivered by the parties pursuant hereto, shall be construed, governed by and enforced in accordance with the internal laws of the State of Minnesota, without giving effect to the principles of comity or conflicts of laws thereof. Employee and the Company agree and consent that any legal action, suit or proceeding seeking to enforce any provision of this Agreement shall be instituted and adjudicated solely and exclusively in any court of general jurisdiction in Minnesota, or in the United States District Court having jurisdiction in Minnesota and Employee and the Company agree that venue will be proper in such courts and waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding in such courts, and each hereby irrevocably consents and agrees to the jurisdiction of said courts in any such suit, action or proceeding. Employee and the Company further agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in said courts, and also agree that service of process or notice upon them shall be deemed in every respect effective service of process or notice upon them, in any suit, action, proceeding, if given or made (i) according to applicable law, (ii) by a person over the age of eighteen (18) who personally served such notice or service of process on Employee or the Company, as the case may be, or (iii) by certified mail, return receipt requested, mailed to employee or the Company, as the case may be, at their respective addresses set forth in this Agreement.

**22. Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

**23. Taxes and Section 409A.** Company may withhold from any amounts payable under this Agreement such federal, state and local income and employment taxes as Company shall determine are required to be withheld pursuant to any applicable law or regulation. Employee shall be solely responsible for the payment of all taxes due and owing with respect to wages, benefits, and other compensation provided to him hereunder.

This Agreement and the compensation payable hereunder is intended to satisfy, or be exempt from, the requirements of Section 409A(a)(2)(3) and (4) of the Code, including current and future guidance and regulations interpreting such provisions, and should be interpreted accordingly.

**IN WITNESS WHEREOF** , the parties have executed this Agreement as of the date first set forth above.

**NORTHERN OIL AND GAS, INC.**

By /s/ James R. Sankovitz  
By: James R. Sankovitz  
Its: Chief Operating Officer

**EMPLOYEE:**

/s/ Erik J. Romslo  
Erik J. Romslo



## NORTHERN OIL AND GAS, INC.

AMENDED AND RESTATED  
2009 EQUITY INCENTIVE PLANAMENDMENT NO. 1

THIS AMENDMENT NO. 1 (this “Amendment”) to the Northern Oil and Gas, Inc. Amended and Restated 2009 Equity Incentive Plan (the “Plan”) is made by Northern Oil and Gas, Inc. (the “Company”), pursuant to Article XIV of the Plan, as follows:

**WHEREAS**, the Company sponsors the Plan to provide a means to attract, retain and motivate capable and loyal employees, non-employee directors, consultants and advisors of the Company and its subsidiaries;

**WHEREAS**, the Company desires to amend the Plan to eliminate certain provisions that require accelerated vesting of equity awards upon a change in control, and to address such provision, if at all, in the applicable award agreement;

**WHEREAS**, the Company desires to amend the Plan to clarify the definition of “Continuing Directors” of the Company; and

**WHEREAS**, the Company desires to amend the Plan to raise the percentage threshold that is required to be attained in certain instances before triggering a change in control of the Company.

**NOW, THEREFORE**, pursuant to the powers reserved to it under the Plan, the Company hereby amends the Plan as follows:

1. Effect of Change in Control. Article V of the Plan shall be deleted in its entirety and replaced with the following:

CHANGES IN PRESENT STOCK AND EFFECT OF CHANGE OF CONTROL

(a) In the event of a recapitalization, merger, consolidation, reorganization, stock dividend, stock split or other change in capitalization affecting the Company’s present capital stock, appropriate adjustment shall be made by the Committee in the number and kind of shares included in any Award, and the exercise or purchase price of any Award.

(b) Upon a Change in Control of the Company (as defined below) the vesting of any outstanding Options and grants of Restricted Stock shall be set forth in the agreement documenting the Award, including any provision addressing rights to accelerated vesting. Any of the following shall constitute a “Change in Control” for the purposes hereof:

(i) The consummation of a reorganization, merger, share exchange, consolidation or similar transaction, the acquisition of a majority of the outstanding Common Stock by a person or group acting in concert or the sale or disposition of all or substantially all of the assets of the Company, unless, in any case, the persons beneficially owning the voting securities of the Company immediately before that transaction beneficially own, directly or indirectly, immediately after the transaction, at least fifty percent (50%) of the voting securities of the Company or any other corporation or other entity resulting from or surviving the transaction in substantially the same proportion as their respective ownership of the voting securities of the Company immediately prior to the transaction;

(ii) A majority of the individuals who constitute the Board of Directors shall not be Continuing Directors. "Continuing Directors" shall mean: (A) individuals who, on the effective date of the Plan, are directors of the Company, (B) individuals elected as directors of the Company subsequent to the effective date of the Plan for whose election proxies shall have been solicited by the Board of Directors, (C) individuals elected as directors of the Company subsequent to the effective date of the Plan pursuant to a nomination of board representation right of preferred stockholders of the Company, or (D) any individual elected or appointed by the Board of Directors to fill vacancies on the Board of Directors caused by death or resignation (but not by removal) or to newly-created directorships; or

(iii) The Company's shareholders approve a complete liquidation or dissolution of the Company.

2. Effect on Plan. Except as otherwise set forth in this Amendment, the Plan shall remain in full force and effect.

3. Effective Date of this Amendment. This Amendment shall become effective as of December 20, 2012 and shall not apply to any Award granted prior to such effective date unless written consent is provided by the recipient of such Award.

IN WITNESS WHEREOF, the Company has executed this Amendment No. 1 on this 20<sup>th</sup> day of December 2012.

**NORTHERN OIL AND GAS, INC.:**

By: /s/ Michael L. Reger  
Name: Michael L. Reger  
Title: Chairman and Chief Executive Officer



[FORM: Double Trigger Grants After December 20, 2012]

## NORTHERN OIL AND GAS, INC.

AMENDED AND RESTATED  
2009 EQUITY INCENTIVE PLAN

## RESTRICTED STOCK AGREEMENT

Name of Grantee:

No. of Shares Covered:

Vesting Schedule pursuant to Section 3:

Date of Issuance:

**Vesting Date(s)****Shares Released From Restrictions**

This RESTRICTED STOCK AGREEMENT (“*Agreement*”) has been made as of the Date of Issuance set forth above between Northern Oil and Gas, Inc., a Minnesota Corporation (the “*Company*”), and the above-named Grantee.

**RECITALS**

WHEREAS, the Company maintains the Northern Oil and Gas, Inc. Amended and Restated 2009 Equity Incentive Plan (as amended from time to time, the “*Plan*”);

WHEREAS, the Board of Directors (the “*Board*”) of the Company has appointed the Compensation Committee (the “*Committee*”) with the authority to determine the awards to be granted under the Plan; and

WHEREAS, the Committee or its designee has determined that the Grantee is eligible to receive an award under the Plan in the form of restricted stock and has set the terms thereof.

NOW, THEREFORE, the Company and the Grantee mutually agree as follows:



## Terms and Conditions \*

### 1. Grant of Restricted Shares.

- (a) **Grant** . The Company hereby issues to the Grantee the number of shares specified at the beginning of this Agreement (the “ *Restricted Shares* ”) on the terms and conditions and subject to the restrictions set forth in this Agreement. The term “Restricted Shares” also refers to all securities received by the Grantee in replacement of or in connection with the Restricted Shares granted hereby pursuant to a recapitalization, reclassification, stock dividend, stock split, stock combination or other relevant event.
- (b) **Certificate** . Within a reasonable time after the execution of this Agreement by the Grantee and the Company, the Company shall cause a book entry representing the Restricted Shares to be made in the name of the Grantee by the Company’s transfer agent and registrar, or have a certificate or certificates representing the Restricted Shares issued in the name of the Grantee and held by the Company or its designee, until the vesting and other conditions set forth in this Agreement have been satisfied. The Company shall pay all original issue or transfer taxes, if any, with respect to the issue or transfer of the Restricted Shares and all fees and expenses necessarily incurred by the Company in connection therewith. All Restricted Shares so issued shall be fully paid and nonassessable. Notwithstanding anything to the contrary in this Agreement, the Company shall not be required to deliver a certificate or certificates representing any Restricted Shares prior to (i) the vesting of such Restricted Shares in accordance with Section 3 and (ii) the completion of such registration or other qualification of such Restricted Shares for sale under the laws, rules or regulations of any state or other jurisdiction as the Company shall determine to be necessary or desirable. Upon the vesting of Restricted Shares in accordance with Section 3 and provided that the other conditions set forth in the previous sentence and elsewhere in this Agreement have been satisfied, the Company shall deliver such vested Restricted Shares in uncertificated format, or deliver a certificate or certificates representing such vested Restricted Shares, to the Grantee as promptly as practicable.

2. **Shareholder Rights**. As the owner of record of the shares of Common Stock issued pursuant to this Restricted Stock Award, the Grantee is entitled to all the rights of a shareholder of the Company, including the right to vote, the right to receive cash or stock dividends, and the right to receive shares in any recapitalization of the Company. If the Grantee receives any additional shares by reason of being the holder of the shares of Common Stock issued or transferred under this Restricted Stock Award or of the additional shares previously distributed to the Grantee, all the additional shares shall be subject to the provisions of this Agreement.

3. **Vesting**. The Restricted Shares shall cease to be subject to forfeiture under Section 4 hereof in the numbers and on the dates specified in the vesting schedule at the beginning of this Agreement; provided, however, that the Restricted Shares shall immediately cease to be subject to forfeiture under Section 4 hereof (i) if, within twenty-four (24) months after a Change in Control of the Company the Grantee’s employment with the Company is terminated (a) by the Company for any reason other than for Cause (as defined below) or (b) by the Grantee as a result of the Grantee’s resignation for Good Reason (as defined below) or (ii) if the Grantee’s employment with the Company terminates because of death or disability. Notwithstanding the foregoing and anything else in this Agreement to the contrary, if within twelve (12) months prior to a Change in Control the Grantee’s employment with the Company is terminated (a) by the Company for any reason other than for Cause or (b) by the Grantee as a result of the Grantee’s resignation for Good Reason, then for purposes of the accelerated vesting provisions of this Section, the Grantee will be deemed to have terminated employment on the day immediately following the Change in Control. Restricted Shares that have so ceased to be subject to forfeiture are sometimes referred to as “vested” or as “ *Vested Shares* ” in this Agreement.

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\* Unless the context indicates otherwise, terms that are not defined in this Agreement shall have the meaning set forth in the Plan as it currently exists or as it is amended in the future. If the Grantee hereunder is a director of the Company, rather than an employee, all references herein to “employment with the Company” and similar phrases shall be deemed to mean “service as a director of the Company.”

**(a) Cause .** Termination of Grantee for “ *Cause* ” shall mean any of the following acts by Grantee:

- (i) an intentional act fraud, embezzlement, theft or any other material violation of law;
- (ii) intentional damage to the Company’s assets;
- (iii) the willful and continued failure to substantially perform required duties for the Company (other than as a result of incapacity due to physical or mental illness); or
- (iv) willful conduct demonstrably and materially injurious to the Company, monetarily or otherwise.

**(b) Good Reason .** Resignation for “ *Good Reason* ” shall mean resignation by Grantee based on any of the following acts by the Company without the consent of Grantee:

- (i) a material breach of the Company of any of the material terms and conditions of the Grantee’s employment agreement, if any;
- (ii) the relocation of Grantee’s office by more than 30 miles from the Grantee’s office location on the Date of Issuance of this Award;
- (iii) a material reduction of the Grantee’s base salary; or
- (iv) a material reduction in the nature or scope of Grantee’s authorities or duties from those previously applicable to Grantee,

provided, however, that Good Reason shall not exist unless Grantee has first provided written notice to the Company of the occurrence of one or more of the conditions under clauses (i) through (iv) above within ninety (90) days of the condition’s initial occurrence, and such condition is not fully remedied by the Company within thirty (30) days after the Company’s receipt of written notice from Grantee.

#### 4. Forfeiture Events and Transfer Restrictions.

- (a) **Forfeiture Events** . Upon the occurrence of a “ *Forfeiture Event* ” (as defined below), the Grantee shall forfeit to the Company all of the Restricted Shares that have not become vested pursuant to Section 3 , and upon such forfeiture the Grantee shall immediately return any stock certificates representing any unvested Restricted Shares then held by the Grantee and execute and deliver such stock powers as the Company may request. The Restricted Shares that are forfeited pursuant to the previous sentence shall become authorized but unissued shares of the Company’s capital stock. A Forfeiture Event means any of the following events:
- (i) termination of the Grantee’s status as an employee of the Company for any reason (other than death or disability), whether by the Company with or without cause, voluntarily or involuntarily by the Grantee or otherwise (“ *Termination of Employment* ”); or
  - (ii) any attempt to transfer or otherwise dispose of any of the Restricted Shares, or to levy any attachment or pursue any similar involuntary process with respect to any Restricted Shares, in violation of Section 4 (b) of this Agreement.

For purposes of this Agreement, a leave of absence granted by the Board shall not be deemed a Termination of Employment.

- (b) **Limitation on Transfer**. Until such time as the Restricted Shares have become vested under Section 3 , the Grantee shall not transfer the Restricted Shares and the Restricted Shares shall not be subject to pledge, hypothecation, execution, attachment or similar process. Any attempt to assign, transfer, pledge, hypothecate or otherwise dispose of any Restricted Shares contrary to the provisions hereof, and any attempt to levy any attachment or pursue any similar process with respect to them, shall be null and void.

5. **Tax Withholding; Surrender for Tax Payments**. The parties hereto recognize that the Company may be obligated to withhold federal and state taxes or other taxes upon the vesting of the Restricted Shares, or, in the event that the Grantee elects under Code Section 83(b) to report the receipt of the Restricted Shares as income in the year of receipt, upon the Grantee’s receipt of the Restricted Shares. The Grantee agrees that, at such time, if the Company is required to withhold such taxes, the Grantee will promptly pay, in cash or through the forfeiture of Vested Shares or other unencumbered shares of Company common stock to the Company (or in any other manner permitted by the Committee in accordance with the terms of the Plan), upon demand, to the Company or the subsidiary having such obligation, such amounts as shall be necessary to satisfy such obligation. Without limiting the foregoing, to the extent the Company is required to withhold taxes or the Grantee is required to pay taxes in connection with the vesting or receipt of shares of Company common stock granted through any Award under the Plan, the Grantee shall have the option to pay to the Company all amounts necessary to satisfy such tax obligations through either (a) cash payment or (b) the forfeiture of unencumbered shares of Company common stock, including but not limited to shares of the vesting or received Company common stock. The Grantee further acknowledges that the Company has directed the Grantee to seek independent advice regarding the applicable provisions of the Code, the income tax laws of any municipality, state or foreign country in which the Grantee may reside, and the tax consequences of the Grantee’s death.

## 6. Restrictive Legends and Stop-Transfer Orders.

- (a) **Legends.** Any stock certificate or certificates issued to evidence ownership of the Restricted Shares pursuant to this Agreement shall bear the following legend on the reverse side:

THESE SHARES HAVE BEEN ISSUED OR TRANSFERRED SUBJECT TO A RESTRICTED STOCK AGREEMENT AND ARE SUBJECT TO SUBSTANTIAL RESTRICTIONS, INCLUDING BUT NOT LIMITED TO, A PROHIBITION AGAINST TRANSFER, EITHER VOLUNTARILY OR INVOLUNTARILY, AND A PROVISION REQUIRING TRANSFER OF THESE SHARES TO NORTHERN OIL AND GAS, INC. WITHOUT ANY PAYMENT IN THE EVENT OF TERMINATION OF THE EMPLOYMENT OF THE REGISTERED OWNER, ALL AS MORE PARTICULARLY SET FORTH IN A RESTRICTED STOCK AGREEMENT, A COPY OF WHICH IS ON FILE WITH OUR COMPANY.

- (b) **Stop-Transfer Notices.** The Grantee agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

- (c) **Refusal to Transfer.** The Company shall not be required (i) to transfer on its books any Restricted Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of the Restricted Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom the Restricted Shares shall have been so transferred.

7. **Specific Performance** . By accepting this Restricted Stock Award and the issuance and delivery of the shares of common stock pursuant to this Agreement, the Grantee acknowledges that the Company does not have an adequate remedy in damages for the breach by the Grantee of the conditions and covenants set forth in this Agreement and agrees that the Company is entitled to an order or a decree of specific performance against the Grantee issued by any court having jurisdiction.

8. **No Guarantee of Employment** . Nothing in this Agreement or in the Plan shall confer upon the Grantee the right to continued employment with the Company.

9. **Acknowledgment of Receipt of Copy** . By execution hereof, the Grantee acknowledges having received a copy of the Plan.

10. **Entire Agreement** . This Agreement and the Plan set forth the entire agreement and understanding of the parties hereto with respect to the issuance and sale of the Restricted Shares and the administration of the Plan and supersede all prior agreements, arrangements, plans, and understandings relating to the issuance and sale of these Restricted Shares and the administration of the Plan; **provided, however**, that to the extent any term of this Agreement is inconsistent with the terms of any employment or similar agreement between Grantee and the Company, such employment or similar agreement shall govern (so long as not in violation of the Plan).

- 11. Amendment and Waiver** . Except as provided in the Plan, this Agreement may be amended, waived, modified, or canceled only by a written instrument executed by the parties or, in the case of a waiver, by the party waiving compliance. A waiver by the Company of any provision of this Agreement shall not operate as a waiver of the same or any other provision of this Agreement at any subsequent time for any other purpose.
- 12. Interpretation of This Agreement** . All decisions and interpretations made by the Committee with regard to any question arising hereunder or under the Plan shall be binding and conclusive upon the Company and the Grantee. If there is any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan shall govern.
- 13. Binding Effect** . This Agreement shall be binding in all respects on the heirs, representatives, successors and assigns of the Grantee.
- 14. Choice of Law** . This Agreement is entered into under the laws of the State of Minnesota and shall be construed and interpreted thereunder (without regard to its conflict-of-law principles).

[ *Signature Page Follows* ]

IN WITNESS WHEREOF, the Grantee and the Company have executed this Agreement as of the Date of Issuance specified at the beginning of this Agreement.

GRANTEE

\_\_\_\_\_

NORTHERN OIL AND GAS, INC.

\_\_\_\_\_

By\_\_\_\_\_

Its\_\_\_\_\_



## Calculation of Ratio of Earnings to Fixed Charges

## Northern Oil and Gas, Inc.

	Year Ended December 31,				
	2008	2009	2010	2011	2012
<b>Earnings Before Income Taxes</b>	\$ 1,594,340	\$ 4,264,952	\$ 11,336,300	\$ 67,446,792	\$ 115,286,396
Add:					
Fixed Charges	32,106	1,169,435	655,116	1,006,306	19,819,598
Subtract:					
Capitalized Interest	-	624,717	59,711	405,984	5,929,473
<b>Total Earnings Before Fixed Charges</b>	<b>1,626,446</b>	<b>4,809,670</b>	<b>11,931,705</b>	<b>68,047,114</b>	<b>141,035,466</b>
<b>Fixed Charges</b>					
Interest Expense	28,976	535,094	583,376	585,982	13,874,909
Capitalized Interest	-	624,717	59,711	405,984	5,929,473
Estimated Interest Component of Rent	3,130	9,624	12,029	14,340	15,216
<b>Total Fixed Charges</b>	<b>32,106</b>	<b>1,169,435</b>	<b>655,116</b>	<b>1,006,306</b>	<b>19,819,598</b>
<b>Ratio of Earnings to Fixed Charges <sup>(1)</sup></b>	<b>50.7x</b>	<b>4.1x</b>	<b>18.2x</b>	<b>67.6x</b>	<b>7.1x</b>

(1) The Company had no preferred stock outstanding for any period presented, and accordingly, the ratio of earnings to combined fixed charges and preferred stock dividends is the same as the ratio of earnings to fixed charges.



**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement Nos. 333-146596, 333-158320, 333-163779, and 333-167049 on Form S-3 and Nos. 333-148333, 333-160602 and 333-175100 on Form S-8 of our reports dated March 1, 2013, relating to the financial statements of Northern Oil and Gas, Inc., and the effectiveness of Northern Oil and Gas, Inc.'s internal control over financial reporting, appearing in this Annual Report on Form 10-K of Northern Oil and Gas, Inc. for the year ended December 31, 2012.

/s/ Deloitte & Touche LLP

Minneapolis, Minnesota  
March 1, 2013

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in registration statements on Form S-8 (Nos. 333-148333, 333-160602 and 333-175100) and on Form S-3 (Nos. 333-146596, 333-158320, 333-163779, and 333-167049) of Northern Oil and Gas, Inc. our report dated March 4, 2011, with respect to the statements of operations, stockholders' equity, and cash flows of Northern Oil and Gas, Inc. for the year ended December 31, 2010, which report appears in this Form 10-K of Northern Oil and Gas, Inc.

/s/Mantyla McReynolds LLC

Mantyla McReynolds  
Salt Lake City, Utah  
March 1, 2013

**CONSENT OF RYDER SCOTT COMPANY, L.P.**

Northern Oil and Gas, Inc.  
315 Manitoba Avenue – Suite 200  
Wayzata, Minnesota 55391

Gentlemen:

The undersigned hereby consents to the references to our firm in the form and context in which they appear in the Annual Report on Form 10-K of Northern Oil and Gas, Inc. for the year ended December 31, 2012 (the “Annual Report”). We hereby further consent to the inclusion in the Annual Report of estimates of oil and gas reserves contained in our report “ *Northern Oil and Gas, Inc. – Estimated Future Reserves and Income Attributable to Certain Leasehold Interests – SEC Parameters – As of December 31, 2012* ” and to the inclusion of our report dated February 26, 2012 as an exhibit to the Annual Report. We further consent to the incorporation by reference thereof into Northern Oil and Gas, Inc.’s Registration Statements on Form S-8 (Nos. 333-148333, 333-160602 and 333-175100) and on Form S-3 (Nos. 333-146596, 333-158320, 333-163779, and 333-167049).

RYDER SCOTT COMPANY, L.P.

/s/ Ryder Scott Company, L.P.

Denver, Colorado  
February 28, 2013

## CERTIFICATION

I, Michael L. Reger, certify that:

1. I have reviewed this annual report on Form 10-K of Northern Oil and Gas, Inc. for the year ended December 31, 2012;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weakness in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: March 1, 2013

By: /s/Michael L. Reger  
Michael L. Reger  
Chief Executive Officer

## CERTIFICATION

I, Thomas W. Stoelk, certify that:

1. I have reviewed this annual report on Form 10-K of Northern Oil and Gas, Inc. for the year ended December 31, 2012;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weakness in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: March 1, 2013

By: /s/ Thomas W. Stoelk  
Thomas W. Stoelk  
Chief Financial Officer

**CERTIFICATION PURSUANT TO**  
**18 U.S.C. SECTION 1350,**  
**AS ADOPTED PURSUANT TO**  
**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Northern Oil and Gas, Inc., on Form 10-K for the period ended December 31, 2012, as filed with the United States Securities and Exchange Commission on the date hereof, (the "Report"), each of the undersigned officers of our company hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of our company.

Dated: March 1, 2013

By: /s/Michael L. Reger  
Michael L. Reger  
Chief Executive Officer and Director

Dated: March 1, 2013

By: /s/ Thomas W. Stoelk  
Thomas W. Stoelk  
Chief Financial Officer

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to our company and will be retained by our company and furnished to the Securities and Exchange Commission or its staff upon request.

**REPORT OF RYDER SCOTT COMPANY, L.P.**

NORTHERN OIL AND GAS, INC.

Estimated  
Future Reserves and Income  
Attributable to Certain  
Leasehold Interests

SEC Parameters

As of  
December 31, 2012

/s/ James L. Baird  
James L. Baird, P.E.  
Colorado License No. 41521  
Managing Senior Vice President

**RYDER SCOTT COMPANY, L.P.**  
TBPE Firm Registration No. F-1580

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February 26, 2013

Northern Oil and Gas, Inc.  
315 Manitoba Avenue, Suite 200  
Wayzata, Minnesota 55391

Gentlemen:

At your request, Ryder Scott Company, L.P. (Ryder Scott) has prepared an estimate of the proved reserves, future production, and income attributable to certain leasehold interests of Northern Oil and Gas, Inc. (NOG) as of December 31, 2012. The subject properties are located in the states of Montana and North Dakota. The reserves and income data were estimated based on the definitions and disclosure guidelines of the United States Securities and Exchange Commission (SEC) contained in Title 17, Code of Federal Regulations, Modernization of Oil and Gas Reporting, Final Rule released January 14, 2009 in the Federal Register (SEC regulations). Our third party study, completed on February 26, 2013 and presented herein, was prepared for public disclosure by NOG in filings made with the SEC in accordance with the disclosure requirements set forth in the SEC regulations.

The properties evaluated by Ryder Scott represent 100 percent of the total net proved liquid hydrocarbon reserves and 100 percent of the total net proved gas reserves of NOG as of December 31, 2012.

The estimated reserves and future net income amounts presented in this report, as of December 31, 2012, are related to hydrocarbon prices. The hydrocarbon prices used in the preparation of this report are based on the average prices during the 12-month period prior to the ending date of the period covered in this report, determined as the unweighted arithmetic averages of the prices in effect on the first-day-of-the-month for each month within such period, unless prices were defined by contractual arrangements, as required by the SEC regulations. Actual future prices may vary significantly from the prices required by SEC regulations; therefore, volumes of reserves actually recovered and the amounts of income actually received may differ significantly from the estimated quantities presented in this report. The results of this study are summarized below.

**SEC PARAMETERS**  
Estimated Net Reserves and Income Data  
Certain Leasehold Interests of  
**Northern Oil and Gas, Inc.**  
As of December 31, 2012

	Proved			
	Developed		Undeveloped	Total
	Producing	Non-Producing		
<b><i>Net Remaining Reserves</i></b>				
Oil/Condensate – Barrels	23,679,133	3,666,695	33,368,453	60,714,281
Gas – MMCF	15,014	2,336	23,928	41,278
<b><i>Income Data M\$</i></b>				
Future Gross Revenue	\$ 1,866,596	\$ 289,735	\$ 2,629,382	\$ 4,785,713
Deductions	391,360	152,772	1,171,489	1,715,621
Future Net Income (FNI)	\$ 1,475,236	\$ 136,963	\$ 1,457,893	\$ 3,070,092
Discounted FNI @ 10%	\$ 795,699	\$ 42,833	\$ 448,874	\$ 1,287,406



Liquid hydrocarbons are expressed in standard 42 gallon barrels. All gas volumes are reported on an “as sold basis” expressed in millions of cubic feet (MMCF) at the official temperature and pressure bases of the areas in which the gas reserves are located. In this report, the revenues, deductions, and income data are expressed as thousands of U.S. dollars (M\$).

The estimates of the reserves, future production, and income attributable to properties in this report were prepared using the economic software package Aries™ System Petroleum Economic Evaluation Software, a copyrighted program of Halliburton. The program was used at the request of NOG. Ryder Scott has found this program to be generally acceptable, but notes that certain summaries and calculations may vary due to rounding and may not exactly match the sum of the properties being summarized. Furthermore, one line economic summaries may vary slightly from the more detailed cash flow projections of the same properties, also due to rounding. The rounding differences are not material.

The future gross revenue is after the deduction of production taxes. The deductions incorporate the normal direct costs of operating the wells, development costs, and certain abandonment costs net of salvage. The future net income is before the deduction of state and federal income taxes and general administrative overhead, and has not been adjusted for outstanding loans that may exist, nor does it include any adjustment for cash on hand or undistributed income. Liquid hydrocarbon reserves account for approximately 96 percent and gas reserves account for the remaining 4 percent of total future gross revenue from proved reserves.

The discounted future net income shown above was calculated using a discount rate of 10 percent per annum compounded monthly. Future net income was discounted at four other discount rates which were also compounded monthly. These results are shown in summary form below.

Discount Rate Percent	Discounted Future Net Income, M\$ SEC Parameters As of December 31, 2012	
	Total Proved	
5	\$1,866,609	
8	\$1,477,081	
12	\$1,135,355	
15	\$957,146	

The results shown above are presented for your information and should not be construed as our estimate of fair market value.

### ***Reserves Included in This Report***

The proved reserves included herein conform to the definition as set forth in the Securities and Exchange Commission’s Regulations Part 210.4-10(a). An abridged version of the SEC reserves definitions from 210.4-10(a) entitled “Petroleum Reserves Definitions” is included as an attachment to this report.

The various proved reserve status categories are defined under the attachment entitled “Petroleum Reserves Status Definitions and Guidelines” in this report. The proved developed non-producing reserves included herein consist of the behind pipe category.

No attempt was made to quantify or otherwise account for any accumulated gas production imbalances that may exist. The proved gas volumes presented herein do not include volumes of gas consumed in operations as reserves.

Reserves are “estimated remaining quantities of oil and gas and related substances anticipated to be economically producible, as of a given date, by application of development projects to known accumulations.” All reserve estimates involve an assessment of the uncertainty relating the likelihood that the actual remaining quantities recovered will be greater or less than the estimated quantities determined as of the date the estimate is made. The uncertainty depends chiefly on the amount of reliable geologic and engineering data available at the time of the estimate and the interpretation of these data. The relative degree of uncertainty may be conveyed by placing reserves into one of two principal classifications, either proved or unproved. Unproved reserves are less certain to be recovered than proved reserves, and may be further sub-classified as probable and possible reserves to denote progressively increasing uncertainty in their recoverability. At NOG’s request, this report addresses only the proved reserves attributable to the properties evaluated herein.

Proved oil and gas reserves are “those quantities of oil and gas which, by analysis of geoscience and engineering data, can be estimated with reasonable certainty to be economically producible from a given date forward”. The proved reserves included herein were estimated using deterministic methods. The SEC has defined reasonable certainty for proved reserves, when based on deterministic methods, as a “high degree of confidence that the quantities will be recovered.”

Proved reserve estimates will generally be revised only as additional geologic or engineering data become available or as economic conditions change. For proved reserves, the SEC states that “as changes due to increased availability of geoscience (geological, geophysical, and geochemical), engineering, and economic data are made to the estimated ultimate recovery (EUR) with time, reasonably certain EUR is much more likely to increase or remain constant than to decrease.” Moreover, estimates of proved reserves may be revised as a result of future operations, effects of regulation by governmental agencies or geopolitical or economic risks. Therefore, the proved reserves included in this report are estimates only and should not be construed as being exact quantities, and if recovered, the revenues therefrom, and the actual costs related thereto, could be more or less than the estimated amounts.

NOG’s operations may be subject to various levels of governmental controls and regulations. These controls and regulations may include, but may not be limited to, matters relating to land tenure and leasing, the legal rights to produce hydrocarbons, drilling and production practices, environmental protection, marketing and pricing policies, royalties, various taxes and levies including income tax and are subject to change from time to time. Such changes in governmental regulations and policies may cause volumes of proved reserves actually recovered and amounts of proved income actually received to differ significantly from the estimated quantities.

The estimates of proved reserves presented herein were based upon a detailed study of the properties in which NOG owns an interest; however, we have not made any field examination of the properties. No consideration was given in this report to potential environmental liabilities that may exist nor were any costs included for potential liabilities to restore and clean up damages, if any, caused by past operating practices.

### *Estimates of Reserves*

The estimation of reserves involves two distinct determinations. The first determination results in the estimation of the quantities of recoverable oil and gas and the second determination results in the estimation of the uncertainty associated with those estimated quantities in accordance with the definitions set forth by the Securities and Exchange Commission’s Regulations Part 210.4-10(a). The process of estimating the quantities of recoverable oil and gas reserves relies on the use of certain generally accepted analytical procedures. These analytical procedures fall into three broad categories or methods: (1) performance-based methods; (2) volumetric-based methods; and (3) analogy. These methods may be used singularly or in combination by the reserve evaluator in the process of estimating the quantities of reserves. Reserve evaluators must select the method or combination of methods which in their professional judgment is most appropriate given the nature and amount of reliable geoscience and engineering data available at the time of the estimate, the established or anticipated performance characteristics of the reservoir being evaluated, and the stage of development or producing maturity of the property.

In many cases, the analysis of the available geoscience and engineering data and the subsequent interpretation of this data may indicate a range of possible outcomes in an estimate, irrespective of the method selected by the evaluator. When a range in the quantity of reserves is identified, the evaluator must determine the uncertainty associated with the incremental quantities of the reserves. If the reserve quantities are estimated using the deterministic incremental approach, the uncertainty for each discrete incremental quantity of the reserves is addressed by the reserve category assigned by the evaluator. Therefore, it is the categorization of reserve quantities as proved, probable and/or possible that addresses the inherent uncertainty in the estimated quantities reported. For proved reserves, uncertainty is defined by the SEC as reasonable certainty wherein the “quantities actually recovered are much more likely than not to be achieved.” The SEC states that “probable reserves are those additional reserves that are less certain to be recovered than proved reserves but which, together with proved reserves, are as likely as not to be recovered.” The SEC states that “possible reserves are those additional reserves that are less certain to be recovered than probable reserves and the total quantities ultimately recovered from a project have a low probability of exceeding proved plus probable plus possible reserves.” All quantities of reserves within the same reserve category must meet the SEC definitions as noted above.

Estimates of reserves quantities and their associated reserve categories may be revised in the future as additional geoscience or engineering data become available. Furthermore, estimates of reserves quantities and their associated reserve categories may also be revised due to other factors such as changes in economic conditions, results of future operations, effects of regulation by governmental agencies or geopolitical or economic risks as previously noted herein.

The proved reserves for the properties included herein were estimated by performance methods or analogy. All of the proved producing reserves attributable to producing wells and/or reservoirs were estimated by performance methods. These performance methods include, but may not be limited to, decline curve analysis which utilized extrapolations of historical production data available through December 2012 in those cases where such data were considered to be definitive. The data utilized in this analysis were furnished to Ryder Scott by NOG or obtained from public data sources and were considered sufficient for the purpose thereof.

All of the proved developed non-producing and undeveloped reserves included herein were estimated by analogy. The analysis utilized pertinent daily and/or monthly production data from analogy wells furnished to Ryder Scott by NOG or which we have obtained from public data sources that were available through December 2012. The data utilized from the analogues were considered sufficient for the purpose thereof.

To estimate economically recoverable proved oil and gas reserves and related future net cash flows, we consider many factors and assumptions including, but not limited to, the use of reservoir parameters derived from geological, geophysical and engineering data that cannot be measured directly, economic criteria based on current costs and SEC pricing requirements, and forecasts of future production rates. Under the SEC regulations 210.4-10(a)(22)(v) and (26), proved reserves must be anticipated to be economically producible from a given date forward based on existing economic conditions including the prices and costs at which economic producibility from a reservoir is to be determined. While it may reasonably be anticipated that the future prices received for the sale of production and the operating costs and other costs relating to such production may increase or decrease from those under existing economic conditions, such changes were, in accordance with rules adopted by the SEC, omitted from consideration in making this evaluation.

NOG has informed us that they have furnished us all of the material accounts, records, geological and engineering data, and reports and other data required for this investigation. In preparing our forecast of future proved production and income, we have relied upon data furnished by NOG with respect to property interests owned, production and well tests from examined wells, normal direct costs of operating the wells or leases, other costs such as transportation and/or processing fees, production taxes, development costs, abandonment costs after salvage, product prices based on the SEC regulations, and adjustments or differentials to product prices. Ryder Scott reviewed such factual data for its reasonableness; however, we have not conducted an independent verification of the data furnished by NOG. We consider the factual data used in this report appropriate and sufficient for the purpose of preparing the estimates of reserves and future net revenues herein.

In summary, we consider the assumptions, data, methods and analytical procedures used in this report appropriate for the purpose hereof, and we have used all such methods and procedures that we consider necessary and appropriate to prepare the estimates of reserves herein. The proved reserves included herein were determined in conformance with the United States Securities and Exchange Commission (SEC) Modernization of Oil and Gas Reporting; Final Rule, including all references to Regulation S-X and Regulation S-K, referred to herein collectively as the "SEC Regulations." In our opinion, the proved reserves presented in this report comply with the definitions, guidelines and disclosure requirements as required by the SEC regulations.

### ***Future Production Rates***

For wells currently on production, our forecasts of future production rates are based on historical performance data. If no production decline trend has been established, future production rates were held constant, or adjusted for the effects of curtailment where appropriate, until a decline in ability to produce was anticipated. An estimated rate of decline was then applied to depletion of the reserves. If a decline trend has been established, this trend was used as the basis for estimating future production rates.

Test data and other related information were used to estimate the anticipated initial production rates for those wells or locations that are not currently producing. For reserves not yet on production, sales were estimated to commence at an anticipated date furnished by NOG. Wells or locations that are not currently producing may start producing earlier or later than anticipated in our estimates due to unforeseen factors causing a change in the timing to initiate production. Such factors may include delays due to weather, the availability of rigs, the sequence of drilling, completing and/or recompleting wells and/or constraints set by regulatory bodies.

The future production rates from wells currently on production or wells or locations that are not currently producing may be more or less than estimated because of changes including, but not limited to, reservoir performance, operating conditions related to surface facilities, compression and artificial lift, pipeline capacity and/or operating conditions, producing market demand and/or allowables or other constraints set by regulatory bodies.

### **Hydrocarbon Prices**

The hydrocarbon prices used herein are based on SEC price parameters using the average prices during the 12-month period prior to the ending date of the period covered in this report, determined as the unweighted arithmetic averages of the prices in effect on the first-day-of-the-month for each month within such period, unless prices were defined by contractual arrangements. For hydrocarbon products sold under contract, the contract prices, including fixed and determinable escalations, exclusive of inflation adjustments, were used until expiration of the contract. Upon contract expiration, the prices were adjusted to the 12-month unweighted arithmetic average as previously described.

NOG furnished us with the above mentioned average prices in effect on December 31, 2012. These initial SEC hydrocarbon prices were determined using the 12-month average first-day-of-the-month benchmark prices appropriate to the geographic area where the hydrocarbons are sold. These benchmark prices are prior to the adjustments for differentials as described herein. The table below summarizes the “benchmark prices” and “price reference” used for the geographic area included in the report. In certain geographic areas, the price reference and benchmark prices may be defined by contractual arrangements.

The product prices that were actually used to determine the future gross revenue for each property reflect adjustments to the benchmark prices for gravity, quality, local conditions, and/or distance from market, referred to herein as “differentials.” The differentials used in the preparation of this report were furnished to us by NOG.

In addition, the table below summarizes the net volume weighted benchmark prices adjusted for differentials and referred to herein as the “average realized prices.” The average realized prices shown in the table below were determined from the total future gross revenue before production taxes and the total net reserves for the geographic area and presented in accordance with SEC disclosure requirements for each of the geographic areas included in the report.

Geographic Area	Product	Price Reference	Average Benchmark Prices	Average Realized Prices
<b>North America</b>				
United States	Oil/Condensate	WTI Cushing	\$94.71/Bbl	\$84.92/Bbl
	Gas	Henry Hub	\$2.76/MMBTU	\$4.78/MCF

The effects of derivative instruments designated as price hedges of oil and gas quantities are not reflected in our individual property evaluations

### **Costs**

The operating costs furnished to us were accepted as factual data and reviewed by us for their reasonableness; however, we have not conducted an independent verification of the operating cost data used by NOG. No deduction was made for loan repayments, interest expenses, or exploration and development prepayments that were not charged directly to the leases or wells.

Development costs were furnished to us by NOG and are based on authorizations for expenditure for the proposed work or actual costs for similar projects. The development costs furnished to us were accepted as factual data and reviewed by us for their reasonableness; however, we have not conducted an independent verification of these costs. The estimated net cost of abandonment after salvage was included for properties where abandonment costs net of salvage were significant. The estimates of the net abandonment costs furnished by NOG were accepted without independent verification.

The proved developed non-producing and undeveloped reserves in this report have been incorporated herein in accordance with NOG's plans to develop these reserves as of December 31, 2012. The implementation of NOG's development plans as presented to us and incorporated herein is subject to the approval process adopted by NOG's management. As the result of our inquiries during the course of preparing this report, NOG has informed us that the development activities included herein have been subjected to and received the internal approvals required by NOG's management at the appropriate local, regional and/or corporate level. In addition to the internal approvals as noted, certain development activities may still be subject to specific partner AFE processes, Joint Operating Agreement (JOA) requirements or other administrative approvals external to NOG. Additionally, NOG has informed us that they are not aware of any legal, regulatory, political or economic obstacles that would significantly alter their plans.

Current costs used by NOG were held constant throughout the life of the properties.

### ***Standards of Independence and Professional Qualification***

Ryder Scott is an independent petroleum engineering consulting firm that has been providing petroleum consulting services throughout the world for over seventy-five years. Ryder Scott is employee-owned and maintains offices in Houston, Texas; Denver, Colorado; and Calgary, Alberta, Canada. We have over eighty engineers and geoscientists on our permanent staff. By virtue of the size of our firm and the large number of clients for which we provide services, no single client or job represents a material portion of our annual revenue. We do not serve as officers or directors of any privately-owned or publicly-traded oil and gas company and are separate and independent from the operating and investment decision-making process of our clients. This allows us to bring the highest level of independence and objectivity to each engagement for our services.

Ryder Scott actively participates in industry-related professional societies and organizes an annual public forum focused on the subject of reserves evaluations and SEC regulations. Many of our staff have authored or co-authored technical papers on the subject of reserves related topics. We encourage our staff to maintain and enhance their professional skills by actively participating in ongoing continuing education.

Prior to becoming an officer of the Company, Ryder Scott requires that staff engineers and geoscientists have received professional accreditation in the form of a registered or certified professional engineer's license or a registered or certified professional geoscientist's license, or the equivalent thereof, from an appropriate governmental authority or a recognized self-regulating professional organization.

We are independent petroleum engineers with respect to NOG. Neither we nor any of our employees have any interest in the subject properties and neither the employment to do this work nor the compensation is contingent on our estimates of reserves for the properties which were reviewed.

The results of this study, presented herein, are based on technical analysis conducted by teams of geoscientists and engineers from Ryder Scott. The professional qualifications of the undersigned, the technical person primarily responsible for overseeing the evaluation of the reserves information discussed in this report, are included as an attachment to this letter.

### ***Terms of Usage***

The results of our third party study, presented in report form herein, were prepared in accordance with the disclosure requirements set forth in the SEC regulations and intended for public disclosure as an exhibit in filings made with the SEC by NOG.

NOG makes periodic filings on Form 10-K with the SEC under the 1934 Exchange Act. Furthermore, NOG has certain registration statements filed with the SEC under the 1933 Securities Act into which any subsequently filed Form 10-K is incorporated by reference. We have consented to the incorporation by reference in the registration statements on Form S-3 and S-8 of NOG of the references to our name as well as to the references to our third party report for NOG, which appears in the December 31, 2012 annual report on Form 10-K of NOG. Our written consent for such use is included as a separate exhibit to the filings made with the SEC by NOG.

We have provided NOG with a digital version of the original signed copy of this report letter. In the event there are any differences between the digital version included in filings made by NOG and the original signed report letter, the original signed report letter shall control and supersede the digital version.

The data and work papers used in the preparation of this report are available for examination by authorized parties in our offices. Please contact us if we can be of further service.

Very truly yours,

**RYDER SCOTT COMPANY, L.P.**

TBPE Firm Registration No. F-1580

\s\ James L. Baird

James L. Baird, P.E.

Colorado License No. 41521

Managing Senior Vice President

### **Professional Qualifications of Primary Technical Person**

The conclusions presented in this report are the result of technical analysis conducted by teams of geoscientists and engineers from Ryder Scott Company L.P. James Larry Baird was the primary technical person responsible for overseeing the estimate of the reserves.

Mr. Baird, an employee of Ryder Scott Company L.P. (Ryder Scott) since 2006, is a Managing Senior Vice President and also serves as Manager of the Denver office, responsible for coordinating and supervising staff and consulting engineers of the company in ongoing reservoir evaluation studies worldwide. Before joining Ryder Scott, Mr. Baird served in a number of engineering positions with Gulf Oil Corporation, Northern Natural Gas and Questar Exploration & Production. For more information regarding Mr. Baird's geographic and job specific experience, please refer to the Ryder Scott Company website at [www.ryderscott.com/Experience/Employees](http://www.ryderscott.com/Experience/Employees).

Mr. Baird earned a Bachelor of Science degree in Petroleum Engineering from the University of Missouri at Rolla in 1970 and is a registered Professional Engineer in the States of Colorado and Utah. He is also a member of the Society of Petroleum Engineers.

In addition to gaining experience and competency through prior work experience, the Colorado and Utah Board of Professional Engineers recommend continuing education annually, including at least one hour in the area of professional ethics, which Mr. Baird fulfills. As part of his 2011 continuing education hours, Mr. Baird attended an internally presented sixteen hours of formalized training as well as a day long public forum. Mr. Baird attended the 2011 RSC Reserves Conference and various professional society presentations specifically on the new SEC regulations relating to the definitions and disclosure guidelines contained in the United States Securities and Exchange Commission Title 17, Code of Federal Regulations, Modernization of Oil and Gas Reporting, Final Rule released January 14, 2009 in the Federal Register. Mr. Baird attended an additional sixteen hours of formalized in-house training as well as three days of formalized external training during 2011 covering such topics as the SPE/WPC/AAPG/SPEE Petroleum Resources Management System, reservoir engineering, geoscience and petroleum economics evaluation methods, procedures and software and ethics for consultants. Mr. Baird was a keynote speaker, presenting the Changing Landscape of the SEC Reporting, at the 2009 Unconventional Gas International Conference held in Fort Worth, Texas.

Based on his educational background, professional training and more than 40 years of practical experience in the estimation and evaluation of petroleum reserves, Mr. Baird has attained the professional qualifications as a Reserves Estimator and Reserves Auditor set forth in Article III of the "Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserves Information" promulgated by the Society of Petroleum Engineers as of February 19, 2007.

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