

STATE OF COLORADO
acting by and through the
Department of Natural Resources
for the use and benefit of the Division of Parks and Wildlife
and the Parks & Wildlife Commission
SPECIAL USE AGREEMENT
With
Extraction Oil & Gas, Inc.

1. PARTIES

This Special Use Agreement ("SUA") is entered into by the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission ("State"), and Extraction Oil & Gas, Inc. ("Extraction").

2. EFFECTIVE DATE

This SUA shall not be effective or enforceable until the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this SUA exists pursuant to CRS §§ 33-10-101, *et seq.* All prior reviews and approvals have been obtained.

B. Consideration

The Parties acknowledge that the mutual promises contained herein and other good and valuable consideration are sufficient and adequate to support the granting of this SUA.

4. DEFINITIONS

A. Effective Date

"Effective Date" is the date on which this SUA has been fully executed by the Parties.

B. Party or Parties

"Party" means the State or Extraction and "Parties" means both the State and Extraction.

C. Property

"Property" means that portion of Barr Lake State Park located in the SW 28 1S66W 6PM.

D. Purpose

The "Purpose" of this SUA is for the State to provide access to the Property so as to enable Extraction to remediate the Well as required by Colorado Oil and Gas Conservation Commission rules and regulations, including its Horizontal Offset Policy.

E. Well

The "Well" means the Pollard #1 well (API #05-001-07000).

5. TERM AND TERMINATION

A. Term of Use

The term of this SUA commences on the Effective Date and ends on October 31, 2018 at 23:59 hours.

B. Emergency

Notwithstanding the rights set forth herein, the State may immediately terminate this SUA should the State find, in its sole discretion, that the public health, safety, or welfare require such emergency action.

6. GRANT OF APPROVED USE, OBLIGATIONS, AND RESTRICTIONS

The State hereby grants to Extraction and its authorized agents, the right to access and occupy the Property for the Purpose set forth herein.

A. Compliance with State Rules and Regulations

Extraction shall comply with applicable laws, including the rules and regulations of the Colorado Oil and Gas Conservation Commission.

B. Injuries and Damages

Any accidents, i.e., personal injuries or property damage, sustained during the course of the activities authorized hereunder shall be reported by Extraction to the State as soon as practicable. Extraction shall submit a follow-up written report, e-mailed or postmarked, within five business days of such accident.

C. Reserved Rights by the State

The State reserves all rights not specifically conveyed under this SUA.

D. Heavy Equipment

Extraction will use commercial and reasonable efforts to limit the location of heavy equipment on the Property to those reasonably necessary to carry out the activities authorized herein.

E. Reclamation

Extraction shall reclaim any areas on the Property disturbed by the activities authorized herein to their condition as existed prior to such activities, including reseeded. The State shall specify the required reseeded mix.



8. EXTRACTION’S REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

Extraction makes the following specific representations and warranties, each of which was relied on by the State in granting this SUA:

A. Licenses, Permits, Etc.

As of the Effective Date, Extraction shall have, and at all times during the term hereof shall maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform the activities authorized herein.

B. Hazardous Substances

Extraction shall not release or allow release of any hazardous or toxic material, substance, or waste, as they may be defined under applicable State, federal, or local law, on the Property or any of the State’s adjacent real property. Extraction shall be solely responsible for all costs and expenses associated with removing, cleaning up, and remediating any damage caused to the Property if Extraction breaches this provision.

9. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party.

State
Michelle Seubert
Barr Lake Park Manager
6060 Broadway
Denver, CO 80216
Direct: 303-659-6005
michelle.seubert@state.co.us

Extraction
Sean Casper, Landman
Extraction Oil & Gas
370 17th Street, Suite 5300
Denver, CO 80202
Direct: 720-557-8300
scasper@extractionog.com

10. LIMITATION OF STATE LIABILITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of C.R.S. § 24-10-101, *et seq.* and C.R.S. § 24-30-1501, *et seq.* (collectively the “CGIA”) No term or condition of this SUA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the CGIA, as applicable now or hereafter amended.

11. GENERAL PROVISIONS

A. Binding Arbitration Prohibited

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this SUA or incorporated herein by reference shall be null and void.

B. Binding Effect

All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions and Headings

The captions and headings in this SUA are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

D. Choice of Law

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this SUA. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void.

E. Construction Against the Drafter

In the event of an ambiguity in this SUA, the rule of contract construction that ambiguities shall be construed against the drafter shall not apply and the Parties shall be treated as equals with no Party being treated with favor or disfavor.

F. CORA Disclosure

To the extent not prohibited by federal law, this SUA is subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.*

G. Entire Understanding

This SUA represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

H. Indemnification

Extraction shall defend, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission on or related to the Property by Extraction, or its employees, agents, subcontractors, or assignees pursuant to the terms of this SUA, including, but not limited to, the presence or release of any hazardous or toxic substance that is regulated under any federal, State or local law; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the CGIA.

I. Severability

Provided this SUA can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this SUA in accordance with its intent.

J. Survival of Certain Terms

Notwithstanding anything herein to the contrary, provisions of this SUA requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the State if Extraction fails to perform or comply as required.

K. Third Party Beneficiaries

Enforcement of this SUA and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this SUA are incidental to this SUA, and do not create any rights for such third parties.

L. Waiver

Waiver of any breach or event of default under a term, provision, or requirement of this SUA, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

12. APPROVAL AND SIGNATURES

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

THE STATE OF COLORADO, acting by and through the DEPARTMENT OF NATURAL RESOURCES, for the use and benefit of the DIVISION OF PARKS AND WILDLIFE and the PARKS AND WILDLIFE COMMISSION,

By: Michael Gault Park Manager Date: 10/5/18
Name, Title

EXTRACTION: ACCEPTED AND AGREED TO BY EXTRACTION OIL & GAS, INC.

By: [Signature] Date: 10/5/18

Federal E.I.N.