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Exhibit A

<p>DISTRICT COURT, BOULDER COUNTY, COLORADO 1777 Sixth Street Boulder, CO 80302 Tel: (303) 441-3750</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiff: BOARD OF COUNTY COMMISSIONERS OF BOULDER COUNTY, COLORADO</p> <p>v.</p> <p>Defendant: CRESTONE PEAK RESOURCES OPERATING LLC, a Delaware Limited Liability Company</p>	
<p><i>Attorneys for Defendant, Crestone Peak Resources Operating LLC:</i></p> <p>Name: Jamie L. Jost (#34317) Kelsey H. Wasylenky (#37775) Jost Energy Law, P.C.</p> <p>Address: 1401 17th Street, Suite 370 Denver, CO 80202</p> <p>Telephone: 720.446.5620</p> <p>Email: jjost@jostenergylaw.com kwasylenky@jostenergylaw.com</p> <p>Name: Joel S. Neckers (#40886) Scott S. Barker (#11177) Andrew W. Myers (#34104) Clarissa M. Collier (#40374) Wheeler Trigg O'Donnell LLP</p> <p>Address: 370 Seventeenth Street, Suite 4500 Denver, CO 80202-5647</p> <p>Telephone: 303.244.1800</p> <p>Facsimile: 303.244.1879</p> <p>Email: neckers@wtotrial.com barker@wtotrial.com awmyers@wtotrial.com collier@wtotrial.com</p>	
<p style="text-align: center;">AMENDED ANSWER TO AMENDED COMPLAINT AND COUNTERCLAIM</p>	

Defendant Crestone Peak Resources Operating, LLC (“Crestone”), answers Plaintiff’s Amended Complaint dated February 20, 2019 (“Complaint”) as follows. Crestone denies all allegations in the Complaint not expressly admitted in this Answer.

INTRODUCTION

1. Crestone admits that it has submitted certain applications for approval to the Colorado Oil and Gas Conservation Commission (“COGCC”), which applications speak for themselves. Crestone denies the remaining allegations of Paragraph 1 of the Complaint.

2. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations it contains, and therefore denies Paragraph 2 of the Complaint.

3. Crestone denies Paragraph 3 of the Complaint.

PARTIES, JURISDICTION, AND VENUE

4. Crestone admits Paragraph 4 of the Complaint.

5. Crestone admits Paragraph 5 of the Complaint.

6. Crestone admits that this Court has jurisdiction over this action but denies that Plaintiff is entitled to the declaratory relief it seeks or to any relief under C.R.S. § 38-42-105.

7. Crestone admits Paragraph 7 of the Complaint.

GENERAL ALLEGATIONS

8. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations it contains, and therefore denies Paragraph 8.

9. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9 of the Complaint and therefore denies Paragraph 9.

10. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations it contains, and therefore denies Paragraph 10.

11. Crestone admits that the Haley Lease is a written document, the terms of which speak for themselves and that Plaintiff purports to attach a copy of the Haley Lease to its Amended Complaint. Crestone denies any characterization inconsistent with the express terms of the Haley Lease and therefore denies the remaining allegations in Paragraph 11.

12. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 12, and therefore denies them.

13. Crestone admits Paragraph 13 of the Complaint.

14. Crestone admits that the Haley Lease is a written document, the terms of which speak for themselves. Crestone denies any characterization inconsistent with the express terms of the Haley Lease and therefore denies the remaining allegations in Paragraph 14.

15. Crestone admits that the Haley Lease is a written document, the terms of which speak for themselves. Crestone denies any characterization inconsistent with the express terms of the Haley Lease. Crestone denies that any term of the Haley Lease expired and denies the remaining allegations of Paragraph 15.

16. Crestone denies allegations of Paragraph 16 of the Complaint.

17. With respect to Paragraph 17 of the Complaint, Crestone admits that certain COGCC records reflect that two wells have been drilled on the Haley Property. Crestone states that the contents of those records speak for themselves, but denies that Plaintiff has summarized or characterized the entirety of those records and therefore denies the remaining allegations in Paragraph 17.

18. Crestone denies Paragraph 18 of the Complaint and each of its subparts.

19. Crestone denies Paragraph 19 of the Complaint.

20. Crestone denies Paragraph 20 of the Complaint.

21. Crestone admits that the 1979 Bloom Lease is a written document, the terms of which speak for themselves and that Plaintiff purports to attach a copy of the 1979 Bloom Lease to its Amended Complaint. Crestone denies any characterization inconsistent with the express terms of the 1979 Bloom Lease and therefore denies the remaining allegations in Paragraph 21.

22. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 22, and therefore denies them.

23. Crestone admits Paragraph 23 of the Complaint.

24. Crestone admits that the 1979 Bloom Lease is a written document, the terms of which speak for themselves. Crestone denies any characterization inconsistent with the express terms of the 1979 Bloom Lease and therefore denies the remaining allegations in Paragraph 24.

25. Crestone denies the allegations of Paragraph 25 of the Complaint.

26. Crestone denies the allegations of Paragraph 26 of the Complaint.

27. Crestone admits that the Henderson Lease is a written document, the terms of which speak for themselves and that Plaintiff purports to attach a copy of the Henderson Lease to its Amended Complaint. Crestone denies any characterization inconsistent with the express terms of the Henderson Lease and therefore denies the remaining allegations in Paragraph 27.

28. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 28, and therefore denies them.

29. Crestone admits Paragraph 29 of the Complaint.

30. Crestone admits that the Henderson Lease is a written document, the terms of which speak for themselves. Crestone denies any characterization inconsistent with the express terms of the Henderson Lease and therefore denies the remaining allegations in Paragraph 30.

31. Crestone admits that the Henderson Lease is a written document, the terms of which speak for themselves. Crestone denies any characterization inconsistent with the express terms of the Henderson Lease and therefore denies the remaining allegations in Paragraph 31.

32. Crestone denies the allegations of Paragraph 32 of the Complaint.

33. Crestone denies the allegations of Paragraph 33 of the Complaint.

34. Crestone denies the allegations of Paragraph 34 of the Complaint.

35. Crestone admits that the 1981 Bloom Lease is a written document, the terms of which speak for themselves and that Plaintiff purports to attach a copy of the 1981 Bloom Lease to its Amended Complaint. Crestone denies any characterization inconsistent with the express terms of the 1981 Bloom Lease and therefore denies the remaining allegations in Paragraph 35.

36. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 36, and therefore denies them.

37. Crestone admits Paragraph 37 of the Complaint.

38. Crestone admits that the 1981 Bloom Lease is a written document, the terms of which speak for themselves. Crestone denies any characterization inconsistent with the express terms of the 1981 Bloom Lease and therefore denies the remaining allegations in Paragraph 38.

39. Crestone admits that the 1981 Bloom Lease is a written document, the terms of which speak for themselves. Crestone denies any characterization inconsistent with the express terms of the 1981 Bloom Lease and therefore denies the remaining allegations in Paragraph 39.

40. Crestone denies the allegations of Paragraph 40 of the Complaint.

41. Crestone denies the allegations of Paragraph 41 of the Complaint.

42. Crestone denies the allegations of Paragraph 42 of the Complaint, and each of its subparts.

43. Crestone denies the allegations of Paragraph 43 of the Complaint.

44. With respect to Paragraph 44 of the Complaint, Crestone admits Plaintiff sent letters to Crestone dated June 21, 2018 and February 4, 2019, the contents of which speak for themselves. Crestone denies the remaining allegations of Paragraph 44 of the Complaint.

FIRST CLAIM FOR RELIEF
(Failure to Surrender Haley Lease)

45. With respect to Paragraph 45 of the Complaint, Crestone incorporates by reference its responses to Paragraphs 1 through 44, above.

46. Crestone denies Paragraph 46 of the Complaint.

47. Crestone admits that it did not record a surrender of the Haley Lease, denies that any such surrender was required to be recorded, denies that the Haley Lease has expired, and denies the remaining allegations of Paragraph 47.

48. Crestone denies Paragraph 48 of the Complaint.

49. Crestone denies Paragraph 49 of the Complaint.

SECOND CLAIM FOR RELIEF
(Failure to Surrender 1979 Bloom Lease)

50. With respect to Paragraph 50 of the Complaint, Crestone incorporates by reference its responses to Paragraphs 1 through 49, above.

51. Crestone denies Paragraph 51 of the Complaint.

52. With respect to Paragraph 52 of the Complaint, Crestone admits that it did not record a surrender of the 1979 Bloom Lease, denies that any such surrender was required to be recorded, and denies the remaining allegations of Paragraph 52.

53. Crestone denies Paragraph 53 of the Complaint.

54. Crestone denies Paragraph 54 of the Complaint.

THIRD CLAIM FOR RELIEF
(Failure to Surrender Henderson Lease)

55. With respect to Paragraph 55 of the Complaint, Crestone incorporates by reference its responses to Paragraphs 1 through 54, above.

56. Crestone denies Paragraph 56 of the Complaint.

57. With respect to Paragraph 57 of the Complaint, Crestone admits that it did not record a surrender of the Henderson Lease, denies that any such surrender was required to be recorded, and denies the remaining allegations of Paragraph 57.

58. Crestone denies Paragraph 58 of the Complaint.

59. Crestone denies Paragraph 59 of the Complaint.

FOURTH CLAIM FOR RELIEF
(Failure to Surrender 1981 Bloom Lease)

60. With respect to Paragraph 60 of the Complaint, Crestone incorporates by reference its responses to Paragraphs 1 through 59, above.

61. Crestone denies Paragraph 61 of the Complaint.

62. With respect to Paragraph 62 of the Complaint, Crestone admits that it did not record a surrender of the 1981 Bloom Lease, denies that any such surrender was required to be recorded, and denies the remaining allegations of Paragraph 62.

63. Crestone denies Paragraph 63 of the Complaint.

64. Crestone denies Paragraph 64 of the Complaint.

FIFTH CLAIM FOR RELIEF
(Continuing Surface Trespass to Haley Property)

65. With respect to Paragraph 65 of the Complaint, Crestone incorporates by reference its responses to Paragraphs 1 through 64, above.

66. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 66 and therefore denies them.

67. Crestone denies Paragraph 67 of the Complaint.

68. Crestone denies Paragraph 68 of the Complaint.

69. Crestone denies Paragraph 69 of the Complaint.

SIXTH CLAIM FOR RELIEF
(Continuing Mineral Trespass—Haley Lease)

70. With respect to Paragraph 70 of the Complaint, Crestone incorporates by reference its responses to Paragraphs 1 through 69, above.

71. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 71 and therefore denies them.

72. Crestone denies Paragraph 72 of the Complaint.

73. Crestone denies Paragraph 73 of the Complaint.

SEVENTH CLAIM FOR RELIEF
(Unjust Enrichment—Haley Lease)

74. With respect to Paragraph 74 of the Complaint, Crestone incorporates by reference its responses to Paragraphs 1 through 73, above.

75. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 75 and therefore denies them.

76. Crestone denies Paragraph 76 of the Complaint.

77. Crestone denies Paragraph 77 of the Complaint.

78. Crestone denies Paragraph 78 of the Complaint.

EIGHTH CLAIM FOR RELIEF
(Continuing Surface Trespass to 1981 Bloom Property)

79. With respect to Paragraph 79 of the Complaint, Crestone incorporates by reference its responses to Paragraphs 1 through 78, above.

80. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 80 and therefore denies them.

81. Crestone denies Paragraph 81 of the Complaint.

82. Crestone denies Paragraph 82 of the Complaint.

83. Crestone denies Paragraph 83 of the Complaint.

NINTH CLAIM FOR RELIEF
(Continuing Mineral Trespass—1981 Bloom Lease)

84. With respect to Paragraph 84 of the Complaint, Crestone incorporates by reference its responses to Paragraphs 1 through 83, above.

85. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 85 and therefore denies them.

86. Crestone denies Paragraph 86 of the Complaint.

87. Crestone denies Paragraph 87 of the Complaint.

TENTH CLAIM FOR RELIEF
(Unjust Enrichment—1981 Bloom Lease)

88. With respect to Paragraph 88 of the Complaint, Crestone incorporates by reference its responses to Paragraphs 1 through 87, above.

89. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 89 and therefore denies them.

90. Crestone denies Paragraph 90 of the Complaint.

91. Crestone denies Paragraph 91 of the Complaint.

92. Crestone denies Paragraph 92 of the Complaint.

ELEVENTH CLAIM FOR RELIEF
(Continuing Surface Trespass to 1979 Bloom Property)

93. With respect to Paragraph 93 of the Complaint, Crestone incorporates by reference its responses to Paragraphs 1 through 92, above.

94. Crestone is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 94 and therefore denies them.

95. Crestone denies Paragraph 95 of the Complaint.

96. Crestone denies Paragraph 96 of the Complaint.

97. Crestone denies Paragraph 97 of the Complaint.

AFFIRMATIVE DEFENSES

Crestone alleges the following affirmative defenses to the allegations of the Complaint. By alleging these affirmative defenses, Crestone does not assume the burden of proving any fact, issue, or element of a cause of action where such burden properly belongs to Plaintiff.

1. Plaintiff's claims are barred by the doctrine of laches.

2. Plaintiff's claims are barred by the applicable statutes of limitations.

3. Plaintiff's claims are barred by the doctrine of estoppel.

4. Plaintiff's claims are barred by the doctrine of waiver.
5. Plaintiff's claims are barred by Plaintiff's unclean hands.
6. Plaintiff's claims for trespass are barred because Crestone had express or implied consent to entry and use.
7. Plaintiff's claims are barred because Plaintiff has ratified the leases and the conduct in question.
8. Plaintiff has failed to mitigate its damages, if any.
9. Plaintiff's claims are barred by accord and satisfaction.
10. Plaintiff's claims may be barred by the doctrine of preemption.

RESERVATION OF DEFENSES AND AFFIRMATIVE DEFENSES

Crestone currently has insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, defenses available. Crestone has not knowingly or intentionally waived any applicable defenses and expressly reserves the right to assert any additional defenses and affirmative defenses as this action proceeds.

PRAYER FOR RELIEF

Wherefore, Crestone denies that Plaintiff is entitled to any of the relief it seeks and demands judgment as follows:

- a. That Plaintiff take nothing by way of the Complaint, and that this action be dismissed with prejudice;
- b. That judgment be entered in favor of Crestone and against Plaintiff with respect to all causes of action in the Complaint;
- c. That the Court deny each of Plaintiff's requests for relief, including declaratory and equitable relief, in their entirety;
- d. That to the extent permitted by law, contract, or otherwise, the Court award Crestone its attorney fees and all costs reasonably incurred in the defense of this action; and
- e. That the Court award such other relief as it may deem just and proper.

JURY DEMAND

Crestone demands a trial by jury of all issues so triable.

COUNTERCLAIM

For its counterclaim against Plaintiff, Crestone states and alleges as follows:

1. Plaintiff's lawsuit against Crestone seeks a determination by the Court that four oil and gas Leases to which Plaintiff and Crestone are parties expired at various times over the last 40 years or so. The most recent event that Plaintiff claims caused a termination was over five years ago. Other alleged termination events occurred in 2011, 2009, 2008, 2001, and even as far back as the early 1980s.

2. Plaintiff's Amended Complaint fails to disclose, however, that throughout the times in question, both before and after the alleged termination events occurred, Plaintiff has accepted hundreds of thousands of dollars in royalty and other payments under the Leases. Plaintiff accepted these payments without ever raising an objection to Crestone's continued operations under the Leases. Not until this lawsuit, and the associated demand letters Plaintiff sent shortly before filing, did Plaintiff put Crestone on notice of its current claim that the Leases had terminated many years before.

3. Although Crestone denies that the Leases at issue have expired, if the Court determines—as Plaintiff asks it to do—that any or all of the Leases expired years ago, and grants Plaintiff any relief as a result, it would be unjust under the circumstances for Plaintiff to retain the substantial amounts of money that it has received under the Leases.

PARTIES

4. Crestone Peak Resources Operating, LLC ("Crestone") is a limited liability company formed under the laws of the State of Delaware. Crestone's principal place of business is 1801 California Street, Suite 2500, Denver, Colorado.

5. Board of County Commissioners of Boulder County ("Plaintiff") is the duly constituted governing body of Boulder County, a political subdivision of the State of Colorado and a body politic and corporate. Plaintiff is authorized to sue and be sued.

GENERAL ALLEGATIONS

6. Crestone is the lessee under an oil and gas lease covering lands on the eastern edge of Boulder County, and recorded in the real property records of Boulder County at Reception No. 00395834 (the "Haley Lease"). Plaintiff alleges in this lawsuit that it is the owner of surface and mineral rights subject to the Haley Lease and is the current lessor on the Haley Lease.

7. Crestone is the current lessee under an oil and gas lease covering lands on the eastern edge of Boulder County, and recorded in the real property records of Boulder County at Reception No. 00517943 (the "Henderson Lease"). Plaintiff alleges in this lawsuit that it is the

owner of surface and mineral rights subject to the Henderson Lease and is the current lessor on the Henderson Lease.

8. Crestone is the current lessee under an oil and gas lease covering lands on the eastern edge of Boulder County, and recorded in the real property records of Boulder County at Reception No. 00351467 (the “1979 Bloom Lease”). Plaintiff alleges in this lawsuit that it is the owner of surface and mineral rights subject to the 1979 Bloom Lease and is the current lessor on the 1979 Bloom Lease.

9. Crestone is the current lessee under an oil and gas lease covering lands on the eastern edge of Boulder County, and recorded in the real property records of Boulder County at Reception No. 00444198 (the “1981 Bloom Lease”). Plaintiff alleges in this lawsuit that it is the owner of surface and mineral rights subject to the 1981 Bloom Lease and is the current lessor on the 1981 Bloom Lease.

10. Plaintiff alleges in its Amended Complaint that the Haley, Henderson, 1979 Bloom, and 1981 Bloom leases (together the “Leases”) terminated at various times—as much as five, ten, twenty, and even forty years ago—due to what Plaintiff claims to be gaps in oil and gas “production.” Crestone denies Plaintiff’s claims in their entirety because Plaintiff is wrong on both the facts and the law. Among other things, Plaintiff misunderstands or misapplies Colorado law on the meaning of an oil and gas lease production clause.

11. Since acquiring an interest in the Leases, Crestone has spent time, money, and energy operating the wells located on the Leases and producing oil and gas from the wells located on the Leases.

12. Plaintiff’s Amended Complaint also does not reveal an important fact. Plaintiff has received royalty and other payments—to the tune of hundreds of thousands of dollars from Crestone alone—as a result of the sale of oil and gas from wells operating on the Leases it now claims have terminated. Plaintiff received these payments both before and after the events it now claims caused the Leases to expire.

13. At no point before filing this lawsuit, and the associated demand letters Plaintiff sent shortly before filing, did Plaintiff put Crestone on notice that it believed the Leases had expired. Indeed, after Crestone acquired the Leases from Encana in 2015—after every event that Plaintiff claims caused the Leases to terminate—Crestone sent letters to Plaintiff informing it that Crestone would continue operating wells on the leased properties and other wells holding the Leases in effect. Plaintiff made no claim at that time that the Leases had allegedly expired (just like it made no claim that the Leases had expired when anyone else was operating under the Leases). Instead, Plaintiff continued accepting payments from Crestone (and its predecessors in interest) from the wells holding the Leases in effect.

14. Nor is Plaintiff’s conduct excused by lack of knowledge. Publicly available COGCC records form the primary basis of Plaintiff’s Amended Complaint. Those COGCC records show certain periods where oil and gas from the wells in question was not being

marketed. Plaintiff wrongly concludes that those periods created a gap in production within the meaning of the Leases, and thus caused the Leases to terminate. Plaintiff could have accessed those records years ago, as they are regularly updated.

15. Instead, as Plaintiff's initial Complaint makes clear, Plaintiff filed this lawsuit only after Crestone submitted a Comprehensive Development Plan ("CDP") to the COGCC to expand its oil and gas operations in certain areas within Boulder County. Every single lease that Plaintiff now claims expired years ago is within the CDP areas.

16. Under these circumstances, it would be unjust and unfair for Plaintiff to sue Crestone for damages and other relief on the leases (including damages for allegedly "trespassing" on the properties) after Plaintiff accepted money from Crestone for oil and gas production under the Leases and after Crestone spent time and money operating the Lease wells.

FIRST CLAIM FOR RELIEF
(Unjust Enrichment)

17. Paragraphs 1 through 16, above, are re-alleged as if fully set forth herein.

18. As described above, Plaintiff has received a benefit, in the form of lease royalty and other payments, at Crestone's expense for years.

19. Under the circumstances described above, should Plaintiff prevail on any of its claims, Plaintiff's retention of the lease royalty and other payments it has received after the date the Leases allegedly terminated will be unjust without repaying that money to Crestone.

20. Plaintiff's conduct has damaged Crestone in an amount to be proved at trial.

PRAYER FOR RELIEF

WHEREFORE, Crestone requests judgment in its favor and against Plaintiff for an amount equal to the benefits that Plaintiff will have unjustly received and the costs Crestone incurred in providing Plaintiff with that benefit (which amounts will be proved at trial) should it prevail on any of its claims in this case, together with an award of pre- and post-judgment interest, costs incurred in this action, attorneys' fees as allowed by law, and such other relief as the Court deems just and proper.

Dated: June 19, 2019

Respectfully submitted,

s/ Joel S. Neckers

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Attorneys for Defendant,
Crestone Peak Resources Operating LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of **AMENDED ANSWER TO AMENDED COMPLAINT AND COUNTERCLAIM** was filed and served via the manner indicated below this 19th day of June, 2019 to the following:

Catherine R. Ruhland	<input type="checkbox"/> First Class Mail
David E. Hughes	<input type="checkbox"/> Hand Delivery
Jasmine R. Rodenburg	<input type="checkbox"/> Facsimile
Katherine A. Burke	<input type="checkbox"/> Overnight Delivery
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