

R-828
1085

RESIGNATION OF UNIT OPERATOR

Carson Unit Area

County of San Juan

State of New Mexico

Unit Agreement No. NMNM 78385X

Under and pursuant to the provisions of Section 5 of the Unit Agreement for the Development and Operation of the Carson Unit Area, San Juan County, New Mexico, Elm Ridge Exploration Company, LLC, the designated Unit Operator under said Unit Agreement, does hereby resign as Unit Operator, effective upon the selection and approval of a successor Unit Operator.

EXECUTED this 28th day of April, 2017, to be effective for all purposes as of the 1st day of November, 2016.

ELM RIDGE EXPLORATION COMPANY, LLC

By: Cathleen Colby
Cathleen Colby
Title: Land Manager

ACCEPTED FOR RECORD
JUN 12 2017
FARMINGTON FIELD OFFICE
BY [Signature]

DESIGNATION OF
SUCCESSOR UNIT OPERATOR

Carson Unit Area

County of San Juan

State of New Mexico

Unit Agreement No. NMNM 78385X

THIS INDENTURE, dated as of the 28th day of April, 2017, to be effective for all purposes as of the ~~1st~~ ^{5th} day of ~~November, 2016,~~ ^{May, 2017} by and between DJR Operating, LLC, hereinafter designated as "First Party", and the owner of unitized working interests, hereinafter designated as "Second Parties,"

WITNESSETH:

WHEREAS, under the provisions of the Act of February 25, 1920, 41 Stat. 437, 30 U.S.C. Secs. 181, et. seq., as amended by the Act of August 8, 1946, 60 Stat. 950, the Secretary of the Interior, on the 15th day of November, 1956, approved a Unit Agreement for the Carson Unit Area, wherein Elm Ridge Exploration Company, LLC is designated as Unit Operator, and

WHEREAS said Elm Ridge Exploration Company, LLC has resigned as such Operator and the designation of a successor Unit Operator is now required pursuant to the terms thereon; and

WHEREAS the First Party has been and hereby is designated by Second Parties as Unit Operator, and said First Party desires to assume all the rights, duties, and obligations of Unit Operator under the said Unit Agreement:

NOW, THEREFORE, in consideration of the premises hereinbefore set forth and the promises hereinafter stated, the First Party hereby covenants and agrees to fulfill the duties and assume the obligations of Unit Operator under and pursuant to all the terms of the Carson Unit Agreement, and the Second Parties covenant and agree that, effective upon approval of this indenture by the Chief, Branch of Fluid Minerals, Bureau of Land Management, First Party shall be granted the exclusive right and privilege of exercising any and all rights and privileges as Unit

Operator, pursuant to the terms and conditions of said Unit Agreement; said Unit Agreement being hereby incorporated herein by reference and made a part hereof as fully and effectively as though said Unit Agreement were expressly set forth in this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date hereinabove set forth.

FIRST PARTY
DJR OPERATING, LLC



David H. Lehman
President and Chief Executive Officer

SECOND PARTIES
DJR OPERATING, LLC



David H. Lehman
President and Chief Executive Officer

Execution Date:

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of April, 2017, by David H. Lehman, the President and Chief Executive Officer of DRJ Operating, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My Commission Expires:



Notary Public



