

**encana**

February 11, 2016

Bureau of Land Management  
Mr. Joe Hewitt  
6251 College Blvd. Suite A  
Farmington, NM 87402

RECEIVED

FEB 12 2016

Re: Nageezi Unit Expansion Submittal  
Additional Materials

Farmington Field Office  
Bureau of Land Management

Gentlemen:

Enclosed herewith are five (5) Ratification and Joinder to Unit Agreement and Unit Operating Agreement forms associated with Nageezi Unit BLM case number NMNM-132981X which have been fully executed in behalf of Encana Oil & Gas (USA) Inc. at the request of the New Mexico State Land Office.

We trust you will find the enclosed and above provided information in order and therefore respectfully request your approval to the expansion of the Nageezi Unit effective July 22, 2014 at 10,415.12 total acres.

Upon approval, please provide the relevant copies of approved materials to the undersigned at the office address on the letterhead. If you have any questions or require any additional information please do not hesitate to contact Mona Binion (720) 876-5325 or [mona.binion@encana.com](mailto:mona.binion@encana.com).

We sincerely thank you for your time and consideration to this request.

Regards,

**Encana Oil & Gas (USA) Inc.**  
By its authorized agent  
Encana Services Company, Ltd.

*Mona L. Binion*

Mona L. Binion, CPL  
Land Negotiator

**Encana Services Company Ltd.**

Republic Plaza 370 - 17<sup>th</sup> Street Suite 1700 Denver CO 80202 303.623.2300 [encana.com](http://encana.com)

Encana Services Company Ltd. provides operational, corporate, administrative and advisory services to Encana Corporation and its subsidiaries.

**OVERRIDING ROYALTY INTEREST**  
**RATIFICATION & JOINDERS**

**NAGEEZI UNIT EXPANSION**

January 21, 2016

Unit Tracts 3, 29, 30

**Ratification & Joinder documents attached for following Override Owners:**

DHB Partnership  
Ben Patterson R.I., Ltd  
Hardin-Simmons University  
Dugan Production Corp (See Working Interest Joinder)  
Harold Montgomery  
Sharon Lane  
Marva Joplin Trust 7/20/1987  
Marva Joplin Trust 7/28/2006  
Maureen G. Wright Trust 10/18/1976

**Remaining Override Owners –joinders not yet received:**

Timothy G. Foster  
Preston-Hollow United Methodist Church  
Russell Stanfield

**RATIFICATION AND JOINDER OF UNIT AGREEMENT**

In consideration of the execution of the Unit Agreement for the development and operation of the **Nageezi Unit Area Expansion**, San Juan County, New Mexico, dated July 22, 2014 in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed this original Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 16<sup>th</sup> day of DECEMBER, 2015.

DHB  
DBH Partnership  
D. Harold Byrd Jr. JOHN E. GOBLE, JR.

By: [Signature]

Tract(s): 3

Address: 8144 Walnut Hill Lane, Ste 982, L.B. 51  
Dallas, TX 75231

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

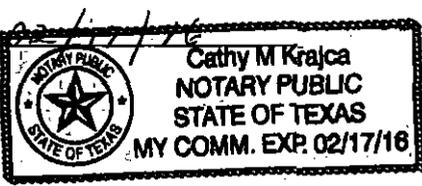
**CORPORATE & TRUSTEE ACKNOWLEDGMENT**

STATE OF TEXAS )  
 ) ss.  
COUNTY OF DALLAS )

The foregoing instrument was acknowledged before me by JOHN E. GOBLE JR.  
as PARTNER of DHB PARTNERSHIP this 16  
day of DECEMBER, 2015.

WITNESS my hand and official seal.

My commission expires:



Cathy M. Krajca  
Notary Public

**SECOND AMENDED AND RESTATED  
PARTNERSHIP AGREEMENT**

**OF**

**DHB PARTNERSHIP**

THIS SECOND AMENDED PARTNERSHIP AGREEMENT ("Agreement") is made and entered into effective this 21<sup>st</sup> day of January, 2015 (the "Effective Date"), by and among the undersigned parties, and any and all other persons who may hereafter, under the terms hereof, become parties hereto. The parties to this Agreement, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

**RECITALS**

WHEREAS, ON April 30, 1985 (the "Formation Date"), D. Harold Byrd, Jr., John E. Goble, Jr. and H. Vernard Grimes, III (the "Original Partners") formed a Texas general partnership (the "Partnership"), executing in connection with such formation that certain Partnership Agreement of DHB Partnership dated as of the Formation Date (the "Original Agreement"); and

WHEREAS, on April 2, 2013, the Original Agreement was amended by the First Amended and Restated Partnership Agreement to admit Judith M. Martin as a partner to the Partnership. In this Second Amendment, Roberta Menger Byrd is also admitted as a partner to the Partnership.

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and agreements herein contained, do hereby agree to amend the Original Agreement, and hereby agree to amend and restate the partnership agreement as set forth below:

1. **Partners.** This is a Texas general partnership. There is hereby formed a partnership consisting of the undersigned as partners and such other partners as, from time to time, by consent of a majority of the then partners, may be admitted to the partnership. Roberta Menger Byrd is hereby admitted as a partner to the Partnership.

2. **Name.** The name of the partnership is **DHB Partnership**.

3. **Place of Business.** The location of the principal place of business of the partnership shall be 8144 Walnut Hill Lane, Suite 982, LB 51, Dallas, Texas 75231-4388.

4. **Purpose.** The purpose of the Partnership shall be to hold legal or registered title to stocks, bonds, oil, gas and other mineral interests, other securities and property, whether real or personal, and wherever situated, whether within these United States of America or in foreign countries, and to endorse, assign, convey and deliver such property, assets or securities as nominee or agent (other than as commission agent or broker) of the principal or principals ("Owners") who are the legal owners of such property pursuant to that Amended Nominee Agreement dated of even date herewith. The Owners are D. Harold Byrd, Jr., Roberta Menger Byrd, and the "D. Harold Byrd Living Trust," dated April 30, 1984, as amended.

**5. Records.** The Partnership books and records shall be maintained at the principal office of the Partnership and each Partner shall have access to the books and records during office hours.

**6. Claim on Title.** The Partnership shall not, nor shall any individual partner, acting as a partner hereto, have or claim interest, beneficial or otherwise, in any of the property that is held at any time in the name of the Partnership except for the purpose of transferring and holding legal title thereto.

**7. Capital.** The Partnership shall have no capital.

**8. Duration.** The Partnership began on the Formation Date and shall continue until terminated as provided herein. The Partnership may be terminated by the agreement of all of the then existing partners.

**9. Salaries.** No partner shall receive any salary for services rendered to the Partnership.

**10. Admission of Partners.** New partners may be admitted to the Partnership from time to time..

**11. Withdrawal of a Partner.** A partner who dies shall automatically be withdrawn from the Partnership. A partner may withdraw upon thirty (30) days' written notice to the other partners. A partner who ceases to act as a partner or who becomes physically or mentally incapacitated shall thereupon cease to be a partner. The death, withdrawal, ceasing to act, or incapacity of a partner shall not cause any interruption in the conduct or continuity of the business of the Partnership.

**12. Termination of Partnership.** In the event of the death, ceasing to act, withdrawal or incapacity of a partner, the surviving or continuing partners shall immediately and forthwith, without any further act, become a new partnership under the same name and shall succeed to all of the rights and property of the previously existing partnership, and all of the terms and provisions of this Agreement shall apply to and govern such new partnership. In the event there shall be only one surviving or continuing partner at any time, such partner shall have the right to either (i) terminate the partnership and distribute its assets to, or as directed by, the principal or principals thereof, or (ii) admit a new partner or partners and forthwith continue as a new partnership under the same name and upon the terms and provisions of this Agreement. In the event of the termination of the partnership, the surviving or continuing partner is hereby granted, all powers necessary for the sole purpose of terminating the Partnership and distributing its assets as hereinafter provided. A partner who dies, withdraws, ceases to act or becomes incapacitated shall have no interest in the partnership name nor in the property of the Partnership. Upon final termination of the Partnership, all of the partnership assets shall be accounted for and forthwith transferred and delivered to the principal or principals for whose account such assets were being held at the time of such termination or in such manner as such principal or principals may direct.

**13. Partner Action.** Any Partner, acting alone, may convey, transfer, assign, lease, encumber or otherwise deal with assets held in the partnership name, may sign checks, contracts, savings withdrawals, income tax returns, and depository agreements, including agreements or rental and access to safe deposit boxes, and may receive and

receipt for partnership assets or the income therefrom. Each Partner shall have equal rights in the management of the partnership business; provided, however, no Partner, acting alone, without the consent of a majority of the Partners, shall borrow or lend money on behalf of the Partnership. If Co-Trustees are serving on behalf of the Trust as a partner, either of the Co-Trustees, acting alone, may bind the Partnership.

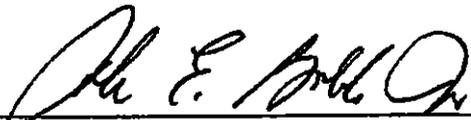
**14. Leases.** All leases of Partnership assets shall be in writing and on forms approved by all the Partners.

**15. Controlling Law.** This Agreement shall be construed and governed by the laws of the State of Texas.

**16. Notices.** Any written notice required by this Agreement shall be sufficient if sent to the Partner or other party to be served by certified mail, return receipt requested, addressed to the Partner or other party at the last known home or office address, in which event the date of the notice shall be the date of deposit in the United States mails, postage prepaid.

**17. Parties Bound.** This agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals of equal dignity as of the Effective Date set out above.

  
\_\_\_\_\_  
John E. Goble, Jr., as Agent and Attorney in  
Fact for D. Harold Byrd, Jr.

Roberta Menger Byrd  
Roberta Menger Byrd

**D. HAROLD BYRD LIVING TRUST:**

By: John E. Goble, Jr.  
John E. Goble, Jr., Co-Trustee

By: Judith M. Martin  
Judith M. Martin, Co-Trustee

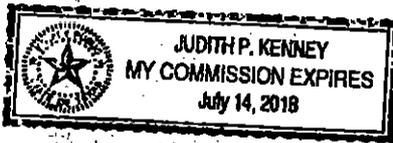
**ACKNOWLEDGMENTS**

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF DALLAS**

This instrument was acknowledged before me this 21st day of January, 2015, by John E. Goble, Jr., as Agent and Attorney in Fact for D. Harold Byrd, Jr.



**PERSONALIZED SEAL**

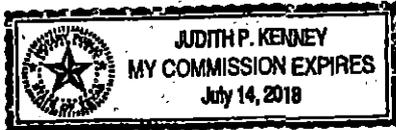
Judith P. Kenney  
Signature Notary Public

THE STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 21<sup>st</sup> day of January, 2015, by Roberta Menger Byrd.



*Judith P. Kenney*  
Signature Notary Public

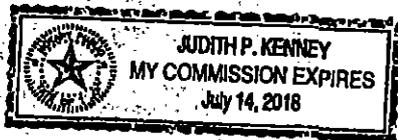
PERSONALIZED SEAL

THE STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me on this the 21<sup>st</sup> day of January, 2015, by John E. Goble, Jr., Co-Trustee of the "D. Harold Byrd, Jr. Living Trust," as amended.



*Judith P. Kenney*  
Signature Notary Public

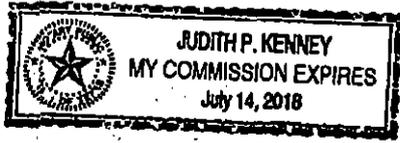
PERSONALIZED SEAL

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF DALLAS**

This instrument was acknowledged before me on this the 21<sup>st</sup> day of January, 2015, by **Judith M. Martin**, as Co-Trustee of the "D. Harold Byrd, Jr. Living Trust," as amended.



*Judith P. Kenney*  
\_\_\_\_\_  
Signature Notary Public

**PERSONALIZED SEAL**

Z:\13-1336 Byrd, Jr\Docs\Docs\December 2014\Second Amended Partnersip Agmt\V3.wpd

**Second Amended and Restated Partnership Agreement  
of DHB Partnership, Page 8 of 8**

Z:\13-1336 Byrd, Jr\Docs\Docs\December 2014\Second Amended Partnersip Agmt\V3.wpd

**RATIFICATION AND JOINDER OF UNIT AGREEMENT**

In consideration of the execution of the Unit Agreement for the development and operation of the **Nageezi Unit Area Expansion**, San Juan County, New Mexico, dated July 22, 2014 in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed this original Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 6th day of January, 2016.

Ben Patterson R. I., Ltd.  
Ben Patterson

By: [Signature]  
Ben M. Patterson, Jr., Managing Member

Address: 613 N.W. Loop 410, Ste. 680

San Antonio, TX 78216

16118 Via Shavano, Ste. 100  
San Antonio, TX 78249

Tract(s): 3

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

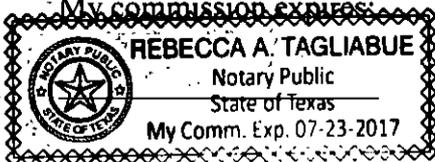
**CORPORATE & TRUSTEE ACKNOWLEDGMENT**

STATE OF TEXAS )  
 ) ss.  
COUNTY OF BEXAR )

The foregoing instrument was acknowledged before me by Ben M. Patterson, Jr.  
as Managing Member of Ben Patterson Management Co., LLC, this 6th  
general partner of Ben Patterson R. I., Ltd. day of January, 2016.

WITNESS my hand and official seal.

My commission expires:



[Signature]  
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT**

In consideration of the execution of the Unit Agreement for the development and operation of the **Nageezi Unit Area Expansion**, San Juan County, New Mexico, dated July 22 2014 in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed this original Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 18 day of December, 2015

Harold Montgomery  
c/o Calpian Inc.

By: [Signature]

Address: 500 N. Akard Street, Suite 2850  
Dallas, TX 75201

Tract(s): 30

**INDIVIDUAL ACKNOWLEDGMENT**

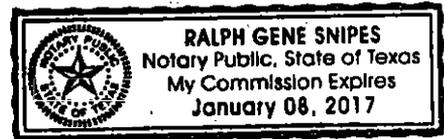
STATE OF TEXAS )  
 ) ss.  
COUNTY OF DAWAS )

The foregoing instrument was acknowledgment before me by HAROLD  
MONTGOMERY this 18th day of DECEMBER, 2015.

WITNESS my hand and official seal.

My commission expires:

JAN 8, 2017



Ralph Gene Snipes  
Notary Public

**CORPORATE & TRUSTEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
as \_\_\_\_\_ of \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public





**RATIFICATION AND JOINDER OF UNIT AGREEMENT**

In consideration of the execution of the Unit Agreement for the development and operation of the **Nageezi Unit Area Expansion**, San Juan County, New Mexico, dated July 22 ~~2008~~, 2014 in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed this original Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 28 day of Dec, 2015.

Marva B. Joplin, Trustee, First Restated Intervivos Revocable Trust of Marva B. Joplin, Executed July 28, 2006 c/o Marva B. Joplin

By: Marva B Joplin Trustee

Tract(s): 30

Address: 3766 N. Navajo  
Prescott Valley, AZ 86314

**INDIVIDUAL ACKNOWLEDGMENT**

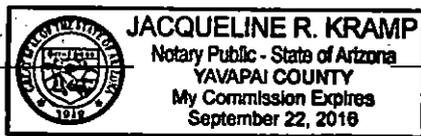
STATE OF Arizona )  
 ) ss.  
COUNTY OF Yavapai )

The foregoing instrument was acknowledgment before me by Marva B Joplin this 28 day of Dec, 2015.

WITNESS my hand and official seal.

My commission expires:

Sept 22, 2016



Jacqueline R Kramp  
Notary Public

**CORPORATE & TRUSTEE ACKNOWLEDGMENT**

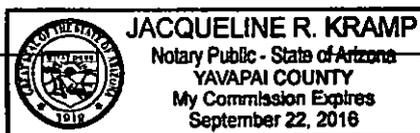
STATE OF Arizona )  
 ) ss.  
COUNTY OF Yavapai )

The foregoing instrument was acknowledged before me by Marva B. Joplin as Trustee of Revocable Trust of Marva B. Joplin this 28 day of Dec, 2015.

WITNESS my hand and official seal.

My commission expires:

Sept 22, 2016



Jacqueline R Kramp  
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT**

In consideration of the execution of the Unit Agreement for the development and operation of the **Nageezi Unit Area Expansion**, San Juan County, New Mexico, dated July 22, 2014 in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed this original Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 18<sup>th</sup> day of Dec., 2015

Successor(s) in interest to Al Greer, deceased  
Maureen G. Wright, Trustee under Revocable  
Trust Agreement dated 10/18/1976, as amended

By: Maureen Wright trustee

Tract(s): 30

Address: 2816 Kentucky, NE  
Albuquerque, NM 87110

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF New Mexico )  
COUNTY OF Bernalillo ) ss.

The foregoing instrument was acknowledgment before me by Maureen G. Wright this 18<sup>th</sup> day of December, 2015.

WITNESS my hand and official seal.

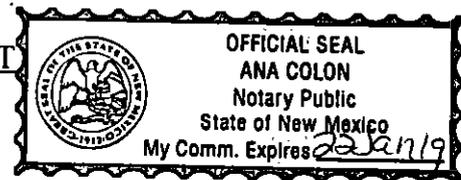
My commission expires:

22 Jan 19

Ana Colon  
Notary Public

**CORPORATE & TRUSTEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.



The foregoing instrument was acknowledged before me by \_\_\_\_\_  
as \_\_\_\_\_ of \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

**WORKING INTEREST**  
**RATIFICATION & JOINDERS**

**NAGEEZI UNIT EXPANSION**

January 21, 2016

Unit Tracts 3, 29, 30

Dugan Production Corp.  
Merrion Oil & Gas Corporation



RATIFICATION AND JOINDER OF UNIT AGREEMENT  
AND  
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Nageezi Unit Area, County of San Juan, State of New Mexico, dated July 22, 2014, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 13<sup>th</sup> day of August, 2015.

By: T. Greg Merriam

Address MERRION OIL + GAS CORP.  
610 REILLY AVE.  
FARMINGTON, NM 87401

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW MEXICO)  
COUNTY OF SAN JUAN) ss.

The foregoing instrument was acknowledged before me by T. GREG MERRION, as PRESIDENT of MERRION OIL + GAS CORP., this 13<sup>th</sup> day of AUGUST, 2015.

WITNESS my hand and official seal.

My Commission Expires: 10-20-2016

Heidi A. Hill  
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS my hand and official seal.

My Commission Expires:

\_\_\_\_\_  
Notary Public

